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Lithuania**

**The Latvia, Lithuania and Belarus Cross Border Cooperation  
Programme within the European  
Neighbourhood and Partnership Instrument  
EC Decision K(2008) 8113**

## **ACTION IMPLEMENTATION GUIDELINES**

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## **1. INTRODUCTION**

The purpose of the Action Implementation Guidelines (hereinafter – the Guidelines) is to provide the Beneficiaries and their partners with all the information necessary for successful implementation of the approved actions within the Latvia, Lithuania and Belarus Cross Border Cooperation Programme within the European Neighbourhood and Partnership Instrument 2007–2013.

The Guidelines pay particular attention to the issues of eligibility of costs, give information on the supporting documents for the different types of expenditures, payments to the actions, visibility and other important rules to be observed during and after the action implementation.

The Guidelines are based on the following legal acts:

- The Latvia, Lithuania and Belarus Cross Border Cooperation Programme within the European Neighbourhood and Partnership Instrument approved by the decision of the European Commission K(2008) 8113 on 18.12.2008 (hereinafter – the Programme);
- Commission Regulation (EC) No 951/2007 of 9 August 2007 laying down implementing rules for cross-border cooperation programmes financed under Regulation (EC) No 1638/2006 of the European Parliament and of the Council laying down general provisions establishing a European Neighbourhood and Partnership Instrument ('Implementing Rules');
- Regulation (EC) No 1638/2006 of the European Parliament and of the Council laying down general provisions establishing a European Neighbourhood and Partnership Instrument;
- Council Regulation (EC, Euratom) No 1605/2002 on the Financial Regulation applicable to the general budget of the European Communities;
- Commission Regulation (EC, Euratom) No 2342/2002 laying down detailed rules for the implementation of Council Regulation (EC, Euratom) No 1605/2002 on the Financial Regulation applicable to the general budget of the European Communities;
- The European Neighbourhood & Partnership Instrument Cross-Border Cooperation Strategy Paper 2007-2013;
- The Practical Guide to Contract Procedures for the EC External Actions version 2008 with changes of 15 June 2009 ('PRAG Rules');
- Applicant's Pack applicable for respective Call for Proposals and other Programme documents;
- Applicable national legal acts and EU regulations and horizontal themes, in particular on sustainable development, environment, competition and state aid, public procurement, gender equality.

## **2. ROLE OF THE PROGRAMME BODIES IN SUPPORTING ACTIONS**

Programme management and coordination is assigned to the following joint structures:

- Joint Monitoring Committee (hereinafter – the JMC): a decision-making body supervising and monitoring the implementation of the Programme. The JMC is composed of representatives of the national, regional and local institutions of countries participating in the Programme.

- Project Selection Committee (hereinafter – the PSC): a body which is composed of odd number of representatives of all the three participating countries and is responsible for the entire process of evaluation of applications.
- Joint Managing Authority (hereinafter – the JMA): an executive body having overall responsibility for managing the Programme and implementing decisions taken by the JMC. As the Contracting Authority it signs the grant contracts with the beneficiaries, approves project implementation reports and initiates payments. The JMA is the Ministry of the Interior of the Republic of Lithuania.
- Joint Technical Secretariat (hereinafter – the JTS): a joint operational body, assisting the JMC and JMA in carrying out their respective duties. The JTS is in charge of the day-to-day operational follow-up and financial management of the actions.
- National Authorities - bodies collaborating with the JMA for the Programme preparation and implementation period, responsible for the coordination of the programming process. These are the Ministry of Regional Development and Local Governments of the Republic of Latvia, the Ministry of the Interior of the Republic of Lithuania, the Ministry of Foreign Affairs of the Republic of Belarus jointly with the National Coordinating Unit for the EU Technical Assistance Programmes in Belarus.

The JTS acts as a contacting point for the Beneficiaries/partners during the implementation of their actions.

For each action a JTS Project Manager and Financial Manager is assigned.

Project Manager is responsible for dealing with day-to-day actions' monitoring – monitoring of progress in actions and implemented activities, handling amendments in the actions, checking Action Updates, Interim/Final Reports and finalising of actions.

Financial Manager is responsible for checking of financial reports, providing assistance and information on reporting, eligibility of expenditure and budgetary issues to all project partners. Financial Manager is also checking amendments in the action budgets.

Information Officer is responsible for providing assistance to the actions in regard to the Programme publicity requirements.

The JTS is located in Vilnius, Lithuania. The staff speaks English, Latvian, Lithuanian, Russian and Belarusian and action partners can contact the Project Managers, Financial Managers or Information Officer in the JTS and its Branch Offices in Daugavpils and Vitebsk in case any assistance is needed regarding action implementation. In their communication with the JTS, all the representatives of the Beneficiary and partner organisations should know and use their action reference number (LLB-xx-xx).

The main sources of information:

- The website of the Programme [www.enpi-cbc.eu](http://www.enpi-cbc.eu), sections BENEFICIARIES' ZONE/QUESTIONS AND ANSWERS/EVENTS
- Brochure "How Neighbours Were Creating History. Part 2". It can be picked up in the JTS office in Vilnius or its Branch Offices in Daugavpils and Vitebsk. Also, can be downloaded from the Programme website [www.enpi-cbc.eu](http://www.enpi-cbc.eu).

### 3. ELIGIBILITY OF COSTS AND SUPPORTING DOCUMENTS

In general expenditure is **eligible** if it is/has been:

- actually incurred/paid and related to the action;
- incurred during the action implementation period as specified in Article 2 of the Special Conditions to the Grant Contract with the exception of costs relating to final reports, expenditure verification and evaluation of the action, whatever the time of actual disbursement by the Beneficiary and/or its partners. In this case, the costs must be included in the Final Report. Procedures to award subcontracts for goods/services/works may have been initiated but contracts may not be concluded by the Beneficiary or its partners before the start of the implementation period of the action, provided the provisions of Annex IV were respected;
- indicated in the approved action budget and directly linked to the action activities described in the approved application (Description of the Action and Budget);
- recorded separately in the respective Beneficiary's and partners' accounting systems;
- not claimed in this or any other EU co-financed programme or other donor programmes (to avoid double financing);
- complying with the rules of the information and visibility;
- complying with the rules of nationality and origin;
- complying with the public procurement rules;
- complying with the national rules;
- proved by supporting documents;
- spent respecting 3 principles of sound financial management:
  - principle of economy – the Beneficiary and partners must use the resources needed for the achievement of action results in due time, in appropriate quantity and quality and at the best price;
  - principle of efficiency – the Beneficiary and partners must ensure the best relationship between resources employed and results achieved;
  - principle of effectiveness – the Beneficiary and partners must attain the specific objectives set and achieve the intended results.

**The examples of ineligible expenditure:**

- debts and provisions for losses or debts;
- interest owed;
- items already financed in another framework;
- purchases of land or buildings, except where necessary for the direct implementation of the action and if the costs are foreseen in approved action description, in which case ownership must be transferred to the final Beneficiaries and/or partner(s), at the latest by the end of the action;
- currency exchange losses;
- taxes, including VAT, unless the Beneficiary/partners can show it cannot reclaim and the applicable regulations do not exclude coverage of taxes;
- credits to third parties;

- fines, own risk, financial penalties and expenses of litigation;
- contribution in kind;
- revenue.

Any **revenue** generated by the action needs to be recorded and must be reported in the financial part of Interim/Final Report. The grant shall be limited to the amount necessary to balance the action's receipts and expenditures; it may not in any circumstances produce a profit for the partners (i.e. any surplus of total actual receipts over the total actual costs). Any surplus shall result in a corresponding reduction in the amount of the grant. The interests are taken into account when calculating the payment of the balance.

**NB:** Any such interest or benefits accruing from the pre-financing shall be assigned to the action and deducted from the final payment.

If **ineligible costs** are detected and it is possible to **recover** them from the next payment to the Beneficiary, the sum of ineligible costs will be subtracted from the next payment. The Beneficiary will be informed about the decision taken by the JMA that acts as the Contracting Authority.

If ineligible costs are detected and it is not possible to recover ineligible amount by subtracting from the next payment to the Beneficiary, in accordance with Article 18.1, Annex II “General Conditions Applicable to European Community Financed Grant Contracts for External Actions” to the Grant Contract the Beneficiary should repay any amounts paid in excess of the final amount due to the JMA within 45 days of the issuing of the recovery order, letter by which the JMA requests the amount owed by the Beneficiary.

### **3.1. Budget Heading 1 “Human resources”**

This Budget Heading includes personnel costs of the action staff directly involved into action implementation and employed by the Beneficiary and/or action partner(s) organization(s). The employment is based on the employment/labour contract in accordance with relevant legislation of the respective country. Work of civil servants may also be attributed to the action in accordance with the national legislation.

There can be 2 types of involvement of personnel into the action:

1. working **full** time,
2. working **part** time and having the same involvement rate during all the action life time (e.g., 20 % each month if “Month” is indicated as the unit for the calculation of costs in the action budget) or having different involvement rate during all the action life time based on the actual workload (e.g., 20 hours worked for the action during one month, 40 hours worked during another month if “Hour” is indicated as the unit for calculation of costs in the action budget).

In all cases, the person who works in the organisation on the basis of labour contract can be assigned to work with the action by the order of the authorised person in the organisation or by signing a separate

labour contract where involvement rate or system for calculation of involvement rate in the action is indicated.

Only the time which was actually used for work in the action can be included into the action costs.

**NB!!!** Holidays or sick leave days which are paid by the employer can be attributed to the action costs only if the person is employed in the action on the full time base.

Each person working in the action must fill-in the **Timesheet in English**, indicating the hours worked and tasks implemented, sign it and get it signed by his/her supervisor (template of the Timesheet and Instructions on filling in the Timesheet are available under section BENEFICIARIES' ZONE on the Programme website [www.enpi-cbc.eu](http://www.enpi-cbc.eu)). The data in the Timesheet should not contradict with the working hours reported in the Time-table ("darbo laiko apskaitos žiniaraštis (tabelis)"/"darba laika uzskaites tabelle"/"табель учета рабочего времени"). The description in the Timesheet must be specific and sufficiently detailed to reflect what concrete tasks were implemented for the action.

Salaries and related costs must not exceed those normally borne by the Beneficiary or action partners - it means, that action implementation cannot be the reason for increasing of organization's staff costs. Based on this rule, the following costs are eligible under the Budget Heading 1:

Country	Eligible costs	Ineligible costs
<b>Latvia and Lithuania</b>	<ul style="list-style-type: none"> <li>• Salary (bruto);</li> <li>• Employers taxes;</li> <li>• Payments for holidays or sick leave days with all relevant taxes if person is employed on full time base.</li> </ul>	<ul style="list-style-type: none"> <li>• Additional voluntary health insurance or additional payments to the pension funds;</li> <li>• Additional payments to the staff working on the action which are not based on the regular employment contract conditions (bonuses, premiums etc.);</li> <li>• Severance pay;</li> <li>• Payments for holidays or sick leave days with all relevant taxes if person is not employed on full time base.</li> </ul>
<b>Belarus</b>	<p>Following <b>basic components</b> based on the actual rates:</p> <ul style="list-style-type: none"> <li>• Basic salary (<i>Оклад</i>) (neto),</li> <li>• Additional payments (neto) which according to national legal acts are obligatory (example, <i>Повышение за стаж, Повышение за контракт, Научный коэфф., Доплата за ученую степень, etc.</i>);</li> <li>• Payments for holidays or sick leave days (neto) if person is employed on full time base.</li> </ul>	<ul style="list-style-type: none"> <li>• Additional voluntary health insurance or additional payments to pension funds;</li> <li>• Severance pay;</li> <li>• Payments for holidays or sick leave days (neto) if person is not employed on full time base.</li> </ul>

	<ul style="list-style-type: none"> <li>• Additional payments (neto) to the staff which are not based on the regular employment contract (e.g., <i>Набдавкас, Премияс</i>, etc.), are not obligatory according to the national legal acts and are born based on internal rules of organization, are eligible with following eligibility conditions: <ul style="list-style-type: none"> <li>- were born also before the action start date;</li> <li>- are not higher than the average amount calculated for the last six full months before the action start date (e.g., if the action start date is on 15 November, average amount for such additional payments are calculated for May-October);</li> <li>- if together with the basic components do not exceed the amount planned for the employee in the action budget.</li> </ul> </li> <li>• Employees' and employers' taxes and other obligatory payments (e.g., to trade union) only in case if exemptions from them are not possible according to the national legal acts.</li> </ul>	<ul style="list-style-type: none"> <li>• Additional payments (neto) to the staff which are not based on the regular employment contract conditions (e.g., <i>Набдавкас, Премияс</i>, etc.), according to national legal acts are not obligatory, and are born based on the internal rules of organization on condition that they exceed the average amount for such payments for the last six full months, or if they were not born before the action start date.</li> <li>• Payments for additional service contracts and assignments (like temporary scientific teams, work within additional commercial agreements, additional external incomes) which are not regulated by internal regulations for additional payments and which do not relate to the staff position in question.</li> <li>• Employees' and employers' taxes and other obligatory payments if according to the national legal acts exemption from them is possible.</li> </ul>
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**NB!!!** No external subcontractors can be listed under this Budget Heading. All consultants (both legal entities and individuals) working on the basis of service contracts should be listed under Budget Heading 5 "Other costs and external services".

Examples of supporting documents:

- labour contract;
- order for assigning staff to the action where involvement rate is clearly visible;
- time tables;
- timesheets;
- payrolls;
- documents confirming payment of all necessary taxes, social and pension contributions and health insurance (and other related costs according to the national legal acts);
- where holiday pay and sickness leave is eligible - documents that justify those payments, including calculation of them; etc.

### 3.2. Budget Heading 2 “Travel”

Expenses for travel to the action related activities and events and subsistence costs are budgeted under Budget Heading 2 “Travel”. Only travelling to action events described in the Description of the Action and budget are eligible. As exception, travel costs to events (e.g., trainings, seminars, conferences) organised by Programme bodies are considered as eligible even if they were not planned in the action budget but Beneficiary/partner still has some savings under this Budget Heading. If not, relevant amendments to the action should be requested according to the procedure described under chapter 8.

Only travel costs for the action’s staff and participants of the events are eligible. Travel costs cover the expenditures of transportation such as plane, train and bus tickets, car rent and other costs related to travelling (insurance, visas, fuel, etc). As a general rule, the most economic form of transport must be used. Use of car should be justified and economically efficient.

**Subsistence costs** (per diems) are paid for the missions abroad and within the home country of Beneficiary/partner requiring **an overnight stay**. Subsistence costs are allowed only for the staff members of the action indicated in the Budget Heading 1 “Human Resources”, for the staff of associate partners and for event participants.

**NB!!!** Costs for participants at the events that are not staff of the partners or associates can be covered only in case their participation is justified!

Costs of participants at the events that are not staff of the Beneficiary/partner or associates can be justified only in case it can be proved that their participation is necessary for objectives of the action and they actively contribute to the activities of the action, i.e. act as presenters, workgroup members, particular target group identified in the Description of the Action and the budget, selection of which must be clearly identified and documented.

**Subsistence costs (per diems) = costs of accommodation + local travel within the place of mission (bus, taxi) + sundry expenses (daily allowances)**

Calculation of subsistence costs must be:

1. based on those normally born by the organisation,
2. based on the national legal acts,
3. must not exceed the scales published by EC **at the time of Grant Contract signature**

[http://ec.europa.eu/europeaid/work/procedures/implementation/per\\_diems/](http://ec.europa.eu/europeaid/work/procedures/implementation/per_diems/)

Example: for a mission from Tuesday to Thursday under organisation’s rules the traveller may be paid 3 ‘daily allowances’ + 2 nights in a hotel + bus during the mission (e.g. to/from the airport). However, only 2 “per diems” not exceeding published EC rate as per diems are counted based on the number of overnight stays.

**NB!!!** Any subsistence costs for external experts should be included in their contract and budgeted under Budget Heading 5: Other costs, services.

Eligible costs	Examples of ineligible costs
<ul style="list-style-type: none"> <li>• Costs for travel (business trips) – costs of flight, train and bus tickets (economy class), taxi invoice;</li> <li>• Fuel for the car;</li> <li>• Rent or use of vehicle for travel;</li> <li>• Visa;</li> <li>• Travel insurance;</li> <li>• Daily allowance;</li> <li>• Accommodation (hotel expenses).</li> </ul>	<ul style="list-style-type: none"> <li>• Daily travels of action staff from home to office and back;</li> <li>• Travel first or business class, unless it is clearly proved that there was no other option or that this was the most economic/less expensive option (documentation on the justification is required);</li> <li>• Unjustified use of taxi (e.g. if public transport is available);</li> <li>• Unjustified use of car (e.g. company car, private car) (e.g. if public transport is available or using of the private car/rental car isn't proved to be more cost efficient than using of the public transport).</li> </ul>

Examples of supporting documents:

- invoices for transport costs;
- tickets, boarding passes and other documents certifying that travel took place;
- invitations to the events;
- agendas or programmes, presentations of events;
- photos of the events;
- orders for the missions;
- business trip reports of the employees;
- passport page with visa and originals of payment documents for visa processing;
- insurance documents;
- in case of using company or private car - internal order on use of the car for the action;
- in case of renting the transport – renting agreement and supporting documents (invoices, receipts, etc.), proof that rule of origin has been followed;
- public procurement documents, including, proofs of the nationality of service provider;
- reports on mileage/petrol and documents that set out the average consumption (if applicable);
- payment documents (payment orders, bank print-outs, receipts, etc); etc.

### **3.3. Budget Heading 3 “Equipment and supplies”**

Purchase or rental costs for equipment and supplies specifically for the purpose of the action, as well as the costs of services linked to the transportation and installation, are eligible if costs for equipment do not exceed the normal market prices.

Examples of supporting documents:

- public procurement documents;

- for equipment, supplies and vehicles with the cost over EUR 5 000 per unit – the certificate of origin issued by competent authorities of the country of origin; for costs below EUR 5000 per unit – tenderer’s own declaration on origin;
- proof of nationality of supplier;
- supplies (delivery) contract;
- invoices from suppliers;
- payment documents (payment orders, bank statements, etc);
- delivery acceptance acts;
- photos of installed equipment with proofs of fulfilled visibility requirements; etc.

### **3.4. Budget Heading 4 “Direct administrative costs (Local Office)”**

Budget Heading 4 includes:

- costs for a specially rented (allocated) office for the action  
or
- office running costs (e.g., internet, fax/phone, consumables, electricity, heating, etc.) are invoiced directly to the action.

If no special office is rented (allocated) a proportion of the office rent or other office maintenance costs can be covered from Budget Heading 10 “Indirect administrative costs”.

Examples of supporting documents:

- invoices from suppliers of goods/service providers;
- payment documents (payment orders, bank statements, receipts etc);
- delivery acceptance acts;
- a copy of the office rental contract/agreement, if relevant;
- public procurement documents, including, proofs of the nationality and/or origin; etc.

### **3.5. Budget Heading 5 “Other costs and external services”**

Costs which are fully or partly subcontracted (i.e. contracted by the Beneficiary/partners to a third organization/external service provider) are eligible under Budget Heading 5.

**NB!!!** Subsistence and travel costs of external service providers should be included in their contracts and cannot be reported separately.

**NB!!!** Partners cannot subcontract each other and each other’s staff.

Examples of supporting documents:

- public procurement documents;
- proofs of the nationality of service provider - and proofs of the origin for materials used for provision of service;

- list of participants signed for each day;
- proofs of respect of visibility requirements for visibility outputs;
- service agreement;
- documents proving services provided (e.g., developed documents, copies of publications, agendas, list of participants, pictures, minutes, etc. if the service was connected with organization of events, etc.);
- invoices from service providers;
- service acceptance acts;
- payment documents (payment orders, bank statements, etc); etc.

### **3.6. Budget Heading 6 “Works (Infrastructure)”**

In this Budget Heading the costs of works related to construction, renovation, installation of infrastructure and costs of services related to works (e.g. supervision of construction works) are eligible if investments were planned in the Description of Action and budget and are in line with technical documentation.

**NB!!!** Any amendments in the technical documentation for construction works, including unexpected works and additional works, except of price changes indicated in the cost estimates that do not affect the action budget, are considered as amendments in the action and should be proceeded accordingly by submitting updated technical documentation together with request for amendments.

Examples of supporting documents:

- public procurement documents;
- proofs of the origin for materials used for the construction;
- proofs of the nationality of subcontractor;
- technical documentation for construction works;
- service/works agreement;
- invoices from subcontractor;
- documents approving services provided, works done, delivery acceptance acts, commissioning act;
- payment documents (payment orders, bank statements, etc);
- proofs of respect of visibility requirements;
- photos of infrastructure objects.

### **3.7. Budget Heading 8 “Provision for contingency reserve”**

A contingency reserve up to 5% of the total direct eligible costs can only be used under the following conditions:

- if it was approved in the action budget;
- in case when there is an unforeseeable circumstances;
- with the prior written authorization of the JMA by requesting substantial amendments in the action;
- for eligible costs planned under Budget Headings 1-6.

### **3.8. Budget Heading 10 “Indirect administrative costs”**

Indirect administrative costs are related to office running for the purposes of the action (e.g., consumables, rent of office, electricity, heating, cleaning, phone, etc.). They are calculated as a fixed, maximum rate of 7% of the total amount of direct eligible costs (Budget Heading 9).

Depreciation costs are not considered as indirect administrative costs, they are not eligible within the actions.

During action implementation costs are eligible if:

- they do not exceed the fixed percentage of direct eligible costs (Budget Heading 9) planned in the action budget;
- they do not include costs assigned to another Budget Heading (e.g., under the Budget Heading “Direct Administrative Costs (Local Office)”).

**NB!!!** Amount of Indirect administrative costs (Budget Heading 10) is calculated as percentage (fixed in the action budget and set in the Article 3.3 of Special Conditions of the Grant Contract) from total reported direct eligible costs. It means that final amount of those costs can be less than indicated in the action budget if planned direct eligible costs will not be absorbed in full!!!

## **4. ACCOUNTANCY AND EXCHANGE RATES**

The Beneficiary should open a separate bank account for the funds of the action. The payments of the EU funding will be made by the JMA in EUR to the bank account of the Beneficiary referred in the Financial Identification Form that is Annex V of the Special Conditions of the Grant Contract. In case if the holder of the partner’s (not Beneficiary’s) bank account is other institution than the partner organization (e.g., in case if the partner organization is the school, but holder of its bank account is the municipality), relevant information has to be provided in the Partnership Agreement by indicating the legal background for such arrangement, the organization which is the holder of the bank account and its authorisation for making payments on behalf of the partner. The JMA has to be informed via JTS on all such cases in advance.

The action’s accounting has to be kept according to the requirements of national legal acts of Beneficiary/each partner. The Beneficiary and partners must keep accurate and regular accounting of the implementation of the action using an appropriate accounting and double-entry book-keeping system. These systems may either be an integrated part of the Beneficiary’s/partner’s regular system or an adjunct to that system.

The Beneficiary and action partners must ensure that all accounting documents related to the action implementation are filed separately and that all action related payments have a clearly distinguishable book-keeping code. The accounts and expenditures related to the action must be easily identifiable and verifiable. Accounts must provide details of interest accruing on funds paid by the JMA.

**NB!!!** The requirement for the invoices - the **originals of** invoices shall be marked with the **action reference number (LLB-xx-xx)**.

Any conversion into Euro of the real costs borne in other currencies shall be done at the rate published at **InforEuro** (<http://ec.europa.eu/budget/inforeuro/>) for the month on which the expenditure was made. The expenditure in national currency must be converted into Euro with an accuracy of 4 digits after the comma (e.g. 1,0234). Any currency exchange losses are not eligible costs.

## 5. PROCUREMENT

Procurement is a timely acquisition of goods, works and services, which respects the following conditions:

- the objectives of the organisation are concerned;
- fairness, integrity and transparency through competition;
- economy and effectiveness;
- best value for money.

### 5.1. General rules on procurement

Procurement carried out by the Beneficiaries and the action partners located in **Belarus** must be performed in accordance with Annex IV “Procurement by grant Beneficiaries in the context of European Community external actions” to the Special Conditions of the Grant Contract.

Procurement carried out by the Beneficiaries and the action partners located in **Latvia** and **Lithuania** must be performed in accordance with the national legal acts on public procurement and observing the **rules of nationality and origin**, as indicated in Annex IV.

Please bear in mind that Beneficiary and action partners can start the procurement procedure before the action start date (e.g., in case of purchasing service of action audit), however, the contract with the service provider/supplier can be concluded only after the action start date which can be later than the date of signature of the Grant Contract (please see chapter 3). It means that contracts already signed before the action for regular activities of Beneficiary/partner organisation cannot be attributed to the Action and new procurement is needed.

**NB!!!** Do not forget to follow visibility requirements during the public procurement procedure!

In case of international tender, link to international publication should be sent to the JTS Project Manager and submitted with the report!

Within 3 months of action implementation, the Beneficiary has to coordinate preparation of the action Procurement plan (template available under section BENEFICIARIES' ZONE on the Programme website [www.enpi-cbc.eu](http://www.enpi-cbc.eu)) and submit it to the JTS!

## 5.2. Rule of nationality and origin

In Annex IV it is stated that participation in tender procedures administered by the Beneficiary and partners is open on equal terms to all natural and legal persons of the Member States, ENPI, IPA and EEA countries as listed in the table below.

Rule of nationality and origin countries	
EU Member States	Portugal, Spain, France, Italy, Malta, Greece, Cyprus, Bulgaria, Romania, Poland, Czech Republic, Slovakia, Hungary, Slovenia, Austria, Germany, Lithuania, Latvia, Estonia, Finland, Sweden, Denmark, The Netherlands, Belgium, Luxemburg, United Kingdom and Ireland
ENPI partner countries	Russia, Belarus, Ukraine, Moldova, Georgia, Armenia, Azerbaijan, Algeria, Egypt, Israel, Jordan, Lebanon, Morocco, Occupied Palestinian Territories, Syria and Tunisia
IPA countries	Croatia, Turkey, Albania, Bosnia, Montenegro, Serbia, Kosovo and FYROM
EEA	Norway, Iceland and Liechtenstein

The **rule of nationality** applies to any contractor. It does not, however, apply to the experts proposed by service providers taking part in tender procedures or service contracts financed by the grant. This means that when an expert is proposed by a contractor, the nationality rule does not apply to the expert but to the company. If the expert is contracted individually, then this person has to be from any country referred above. In order to check whether contractor is in line with the rule of nationality, it is recommended to request a copy of the contractor's registration certificate to be submitted with the application to procurement or before concluding the contract with it.

The **rule of origin** applies to all supplies and materials purchased, including, materials to be used for construction and transport rented during action implementation, but do not apply to the contractor's equipment to be used during the construction.

Goods originating from a country shall be those wholly obtained or produced in that country. Goods whose production involved more than one country shall be deemed to originate in the country where they underwent their last, substantial, economically justified processing or working in an undertaking equipped for that purpose and resulting in the manufacture of a new product or representing an important stage of manufacture. More detailed information on the meaning of this can be found in the

Article 23-24 of the Council Regulation (EEC) No 2913/92 of 12 October 1992 establishing the Community Customs Code (hereinafter - Customs Code).

The contractor must present a **certificate of origin** to the Beneficiary/partner for all equipment and vehicles of a unit cost more than EUR 5.000 which has to be delivered to partner latest with the invoice for the 1<sup>st</sup> payment. Certificate of origin should be issued by competent authorities of the country of origin based on template available in the Customs Code. In all other cases when unit rate of supplies and materials is below the EUR 5.000, contractor should provide to Beneficiary/partner a **confirmation** prepared on the contractor's letterhead stating that the supplies and materials are in line with the rule of origin.

**NB!!!** Exemptions from the rule of nationality and rule of origin can be granted by derogation only.

Derogation from the rule of origin or the rule of nationality can never be justified for the reason that a product would be cheaper than the Community or local product. It can only be justified if:

1. the products are unavailable in the markets of the countries concerned,
2. for reasons of extreme urgency,
3. realisation of a action would become impossible or exceedingly difficult due to the eligibility rule.

In order to prove that necessary services, goods or works are not available in the market, the Beneficiary (together with partner, if relevant) implements the market research for the planned purchases. As examples for the request for derogation can be letters to and from at least 3 biggest service, goods or works providers confirming that relevant services, goods or works are not available in the countries concerned and/or failed at least one public procurement procedure due to the related reason. In case it was identified that necessary services, goods or works are not available in the market, Beneficiary prepares and sends to the JTS the request for derogation providing also results of implemented market research. The JTS will check the request and in case all necessary information is provided, the request will be sent to the JMA for decision on which the Beneficiary will be informed later on.

**NB!!!** Rule of nationality and rule of origin should be described in procurement documents and/or contract!!

The market research and tender procedures have to be started early in advance to clarify if the requested goods/ supplies according to the Programme requirements are available on the market!

### 5.3. Procurement rules in Belarus

Procurement carried out by the Beneficiaries and the action partners located in the Belarus must be performed in accordance with Annex IV which includes:

1. General principles;
2. Eligibility for contracts (rules of nationality & origin);
3. Rules common to all tender procedures;
4. Rules applicable to service contracts;
5. Rules applicable to supply contracts;
6. Rules applicable to work contracts;
7. Use of negotiated procedure;
8. Special cases.

There are several types of public procurement procedures set in the Annex IV of the Special Conditions of the Grant Contract:

#### **Single procedure**

- All interested applicants which fulfil the conditions set in the section 2\* of the Annex IV may apply.
- Orders are placed on the basis of a single tender.
- No Evaluation Committee is needed for Single tender procedure.
- Recommended to follow steps in Annex A10\_b “Negotiation report for single tenders” of the PRAG 2012<sup>1</sup> to document and explain the selection of the supplier, service/work provider.

#### **Negotiated procedure without publication**

- The contracting body consults at least 3 candidates of its choice and negotiates the terms of the contract with one or more of them.
- The Report is prepared explaining selection and grounds for award decision. Recommended to follow steps in Annex A10\_a “Negotiation report for negotiated procedures (procurement) and direct award (grants)” in PRAG 2012.
- Evaluation committee should be established.

#### **Negotiated procedure on the basis of a single tender**

- To be used in exceptional cases explicitly mentioned in Annex IV, Article 7.
- Evaluation Committee should be established.
- The Report is prepared explaining selection and grounds for award decision. Follow steps in Annex A10\_a “Negotiation report for negotiated procedures (procurement) and direct award (grants)” in PRAG 2012.

#### **International procedure following publication of a procurement notice**

Procurement notice is to be published in all appropriate media, in particular on the Beneficiary’s/partner’s web site, in the international press and the national press of Beneficiary’s/partner’s country, or in other specialist periodicals. The example of media for international publication is Tenders Electronic Daily (TED) - online version of the “Supplement to the Official Journal of the European Union” dedicated to European public procurement: <http://ted.europa.eu/TED/browse/browseByBO.do>.

#### **Procedure published locally**

The procurement notice is to be published in all appropriate media but it is sufficient to publish it only in the country in which the action is implemented.

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<sup>1</sup> <http://ec.europa.eu/europeaid/prag/document.do?locale=en>

### Open procedure

All interested applicants which fulfil conditions in the section 2\* of the Annex IV may apply.

### Restricted procedure

All interested applicants which fulfil conditions in the section 2\* of the Annex IV may ask to participate. But only candidates satisfying the selection criteria and invited in writing by the Beneficiary/partner may submit a tender.

In order to choose the correct procurement procedure, it is important to identify also the type of the contract. Three **types of contracts** are mentioned in Annex IV of the Special Conditions of the Grant Contract; each identifying the specific procurement procedures to be carried out by the Beneficiary or partner (as relevant):

- Service contracts are concluded with a service provider.
- Supply contracts are concluded with a supplier and cover the purchase, leasing, rental or hire purchase, with or without the option to buy products (equipment, material, etc.). Supply contracts include incidentally, the transport to site and installation of the supplies bought.
- Works contract are concluded with a construction or engineering company. Works contracts cover either the execution or both the execution and the design of works or the realisation by whatever means of a work. A “work” is the outcome of building or civil engineering works taken as a whole that is sufficient of itself to fulfil an economic or technical function, e.g. infrastructure object for a border crossing point.

It is important to correctly define the type of contract in order to select the right tender procedure!

**NB!!!** The definition of works in the Belarusian legal acts (construction and non-construction works) does not always correspond to the definition of works in the Practical Guide to Contract Procedures for EC external actions 2008 (hereinafter – PRAG 2008) (only construction works)!

Annex IV provides different thresholds for procurement procedures, depending on the type and amount of the contract. The thresholds are given in the table below. In case if the procurement is organised in the national currency, InforEuro (<http://ec.europa.eu/budget/inforeuro/>) exchange rate of the month of the launch of the tender should be used in order to choose the relevant procedure.

SERVICES	≥ EUR 200.000 International restricted tender procedure	< EUR 200.000 but > EUR 10.000 Negotiated procedure without publication	≤ EUR 10.000 Single tender
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SUPPLIES	≥ EUR 150.000 International open tender procedure	< EUR 150.000 but ≥ EUR 60.000 Open tender procedure published locally	< EUR 60.000 but > EUR 10.000 Negotiated procedure without publication
WORKS	≥ EUR 5.000.000 International open tender procedure	< EUR 5.000.000 but ≥ EUR 300.000 Open tender procedure published locally	< EUR 300.000 but > EUR 10.000 Negotiated procedure without publication

National thresholds also have to be applied when national procurement rules are compulsory for the Beneficiary or partner.

**NB!!!** It is not allowed to split the tenders artificially, as the whole amount of the split contracts will become ineligible! If the contracts are split because of procurement at different periods of time, the procuring partner shall use more competitive procedure applicable for the total unsplit amount!

Annex IV sets the compulsory scope for sub-contracting but it does not provide the detailed procedures or templates for tender documents. Therefore for what is not described in Annex IV, Beneficiary and partners may use:

- either their own procedures, as long as these are compliant with the rules in Annex IV, in particular, “best international practice”; in case of their own procedures are applied, they must be made in line with provisions of PRAG;
- either PRAG 2008, chapters 3 (Services), 4 (Supplies) or 5 (Works), and related annexes, which describe detailed procedures for the whole procurement process and provide useful templates.

It is highly **recommended to use the PRAG templates** in the procurement procedures in order to ensure that organisations implement the tender procedures in line with the Programme requirements and “best international practice”.

**NB!!!** Public Procurement Checklist as an additional tool for checking whether all requirements have been followed must be filled in by the purchasing Belarusian partner before the signature of the contract and must be kept at its organisation! Checklist is available under section BENEFICIARIES’ ZONE on the Programme website [www.enpi-cbc.eu](http://www.enpi-cbc.eu)!

For additional and more detailed information on how to handle public procurement procedures in Belarus please see INTERACT ENPI Guide on Secondary Procurement in ENPI CBC Programmes available in English (<http://www.interact-eu.net/downloads/4478/guide.pdf>) and in Russian (<http://www.interact-eu.net/downloads/4653/guide.pdf>).

#### **5.4. Visibility elements in tenders and action outputs**

The following main visibility elements must be followed in carrying out tenders and in producing or receiving action outputs:

- On all procurement notices and letters/clarifications to potential tenderers – as a minimum title of the Programme, title of the action, EU logo, Programme logo, inscription about the EU funding in English and national language must be indicated;
- On all agreements/contracts, evaluation reports – action reference number/title of the Action must be indicated. It is also recommended to indicate the Programme title;
- In all open (public) meetings of the Evaluation Committee – EU flag must be displayed;
- On all invoices – the action reference number must be indicated.

For more information on Programme visibility requirements please see chapter 6.

## **6. VISIBILITY, INFORMATION AND COMMUNICATION**

Each action, funded by the EU must inform the public about its achievements and the fact that it is financed by the EU.

The implementers of the action must try to make their action promotion as efficient as possible. In order to achieve this, each communication activity should aim at results (people reached, habits or prejudice changed, knowledge acquired, etc.), not outputs (brochures or leaflets published, events organised, promotion gadgets produced, etc.).

Anytime an organisation, taking part in the action communicates about its activities under the action (sends faxes or e-mails, announces procurement or carries out a promotion campaign), its communication must clearly bear the following elements:

- the logo of the EU;
- the logo of the Programme;
- the inscription: “This action is funded by the European Union” in English and national language.

Depending on the chosen channel and way of communication, certain additional requirements may apply (e.g. indicating the amount of the EU grant in euro and local currency or adding short description of what the EU and the Programme are).

All the requirements regarding the action communication are collected into the Programme Communication Handbook “5 C’s for Success in Communication”. Beneficiaries and partners will also find the “copy-paste” library there (short descriptions of the EU and the Programme, logos, proofs of press releases, event registration tables, etc.).

**NB!!** The Communication Handbook “5 C’s for Success in Communication” can be found on the Programme website [www.enpi-cbc.eu](http://www.enpi-cbc.eu) (section BENEFICIARIES’ ZONE).

While conducting communication and promotion of their action, the Beneficiaries and partners should work in very close cooperation with the JTS Information Officer in Vilnius. He/she will confirm the proofs of press releases, articles, posters, websites, commemorative plaques, information stands, etc. Action partners must invite the JTS to take part in their substantial events. They also have to collect and store all the promotion products and the information about the promotion activities (copies, photos or videos) and submit them together with the activity reports.

**NB!!** It is highly recommended to agree with the JTS Information Officer ([information@enpi-cbc.eu](mailto:information@enpi-cbc.eu)) on drafts of action promotion materials!

**NB!!!** The Beneficiary is obliged to publish information on the action and produced main outputs and results on the Beneficiary’s and/or action’s website and in Beneficiary’s institution internal and annual reports. The partners shall publish the Action information on their websites, whenever possible.

## 7. REPORTING

Reports provide a documented record of what has been achieved during the reporting period by informing on the progress of the action, delivered outputs, achieved results, faced difficulties and spent resources. However, reports are not only the means of providing the JMA/JTS with information on the implementation of the action; these are also the grounds to receive further instalments of pre-financing and balance payments.

It is important to keep in mind that though the Beneficiaries are responsible for submission of the reports, they have to include information from all action partners and cover the entire action implementation. Reporting must cover the action as a whole, not just the part funded by the EU, but also the national co-financing.

Reporting has to be done in English, but the supporting documents that must be submitted to the auditors or activities’ supporting documents, e.g. invoices, contracts, technical documents, materials, etc., can be submitted in national languages.

### 7.1. Types of reports and reporting system

Number and types of reports to be submitted to the JTS depend on the payment option selected for each action:

<b>Size of Grant and duration</b>	<b>Pre-financing</b>	<b>Reporting</b>	<b>Final Report</b>
Max EUR 100.000 Max 12 months	One pre-financing of up to 80% of the grant at the beginning of the action.	<b>Action Update</b> within 15 working days after every first 6 months counting from the action start date.	<b>Final Report</b> with Expenditure Verification Report (hereinafter – EVR) and Payment Request no later than 3 months after the end date of the action.
Over EUR 100.000 More than 12 months; max 24 months	Pre-financing is paid in parts: <ul style="list-style-type: none"> <li>• Initial pre-financing payment of 80% of that part of the estimated budget for the first 12 months (not exceeding 40% of the total grant);</li> <li>• Further pre-financing based on Interim Report with EVR and Payment Request and budget for the rest of implementation period. Advance payment together with pre-financing can't exceed 80% of the total grant.</li> </ul>	<b>Action Update</b> within 15 working days after every 6 months counting from the action start date. <b>Interim Report</b> accompanied with EVR and Payment Request can be submitted when at least 70% of the initial pre-financing is spent.	
Other actions	No pre-financing is paid.	<b>Action Update</b> within 15 working days after every 6 months counting from the action start date.	

Only eligible costs paid within the reported period can be reported, therefore it is crucial that Beneficiary will provide clear guidance and will agree with all action partners on planned end dates of action reporting periods.

Overall steps for proceeding with action reporting are described below:

1. Partners, including the Beneficiary, implement their part of activities of the action, cover relevant costs and retain the accounting documents constituting the audit trail (contracts, invoices, time sheets, calculation and payment evidence, etc.), as well as output documents showing the implementation of the action's activities (minutes of meetings, studies, manuals, policy documents, training materials, etc.).
2. Partners report to the Beneficiary, which prepares the joint action level report (Action Update, Interim/Final Report). When preparing Interim and Final Reports, verification of expenditures has to be done by independent auditor(s) as described under chapter 7.5 before submission of action level report to the JTS.
3. The Beneficiary submits the report (Action Update, Interim/Final Report) to the JTS.
4. The JTS checks the Action Update within 15 working days, Interim and Final Report within 30 days from receipt. The JTS may request clarification or additional information within 15 or 30 days after receiving the report. Clarifications are requested by sending an official letter. After

receipt of the clarifications at the JTS, the calculation of days for checks starts from the beginning.

5. If necessary the JMA, the JTS or their authorised third parties may also ask the Beneficiary to provide more in depth documentation such as the checklist on the controls performed at the level of the action, the documents listed in the EVR (invoices, tender documents).
6. Any report shall be considered approved if there is no written reply from the JMA within 45 days after receiving the report at the JMA. The JMA executes payment to the Beneficiary within 45 days after reports have been approved by the JMA.
7. If relevant, the Beneficiary transfers the funds to the partners according to rules set in the Partnership Agreement.

It is advised each action to establish its detailed reporting model that would best suit the objectives of the action and its partnership and prove to be the most efficient and effective.

All reporting forms can be found under section BENEFICIARIES' ZONE on the Programme website [www.enpi-cbc.eu](http://www.enpi-cbc.eu).

## **7.2. Action Update**

Action Updates are non-audited brief reports including information about implemented activities and delivered outputs, as well as a summary of incurred costs. These are provided independently of Requests for Payments and submitted to the JTS within 15 working days after every respective 6 months period of the implementation of the action.

For example, if action duration is 20 months, there should be 3 Action Updates submitted. And if the action start date was on 10 October 2011 it is considered as a start date for the reporting period that will end after 6 months on 9 April 2012; therefore the 1st Action Update should be submitted to the JTS till 30 April 2012 - within 15 working days counting from 9 April 2012.

Action Update must be completed and signed by authorised representative of the Beneficiary. It must be submitted bound in one original paper version and in electronic (CD) version accompanied by produced outputs (e.g., copies of drafted materials, agendas and lists of participants from events signed for each day), visibility materials (e.g., copies of articles and press releases, brochures, leaflets), action photos (e.g., photos from action events, photos of purchased equipment) in paper and/or electronic version on CD.

If the Action Update has to be submitted about the time as Interim/Final Report, Annexes can be attached only to Interim/Final Report, adding respective note to the cover letter of Action Update.

## **7.3. Interim Report**

Interim Report is submitted by those actions in which the grant exceeds EUR 100.000 and the implementation period is longer than 12 months. The report is to be submitted when at least 70% of the initial pre-financing is spent. If the Interim Report is not submitted within 12 months the Action Update and the written justification (cover letter) by the Beneficiary indicating reasons why the Interim Report is not provided must be provided to the JTS.

Interim Report can be submitted also if less than 70% of the initial pre-financing payment is spent but in such case the pre-financing paid after approval of Interim Report will be reduced by the amount corresponding to the difference between the 70% threshold and the amount actually consumed of the previous pre-financing payment.

Interim Report consists of the narrative and financial parts/reports with annexes, and the EVR.

#### **a. Narrative Part**

Narrative part provides detailed information on action implementation:

- Amendments in the staff contact details;
- Description of implemented activities and achievements per Group of Activities;
- Deviations or modifications in the activities and how it will affect results;
- Progress towards achievement of action objectives and results;
- Progress towards meeting needs of target groups and final beneficiaries;
- Updated action plan;
- Visibility outputs;
- Involvement of partners and associates.

#### **b. Financial Part**

Financial part provides the statement of all the eligible costs of the action by filling in the following worksheets: Interim Financial Report, By Partners, Forecast Budget, Sources of Funding and Annex I.

As a general rule, only costs paid within the reporting period can be included into the Reports.

However, advance payments for services and works can be paid and included into the Interim Report if:

- services and works cannot be started or order for the equipment cannot be placed without advance payment;
- such advance payments are indicated in the contracts and tender documents, if relevant;
- the repayment procedures are indicated in the contract, in case the contractual obligations are not fulfilled.

Also partial payments can be included into the Interim Report only if:

- part of services/works and supplies are delivered and act of acceptance is signed;
- possibility of partial payments is indicated in the contract and tender documentation, if relevant.

If above mentioned requirements are not followed when making advance payment and partial payment for services/works and supplies, such costs can be reported and thus considered as eligible only within the Final Report.

In addition, it should be highlighted that staff costs can be included into the Interim Report only when all relevant taxes are paid, including employers tax. It means, for example, if the reporting period ends on 30 June and salary to employee was paid on 29 June but all relevant taxes were paid only in 5 July, then salary costs cannot be included into the Interim Report.

### c. Supporting documents

Interim/Final Report should be accompanied with the following annexes:

NO	ANNEX	SUBMISSION
1.	EVR (Annex 3B), produced by an approved auditor of the Beneficiary (except of case described under chapter 7.5)	1 original and 1 copy
2.	Individual EVR (Annex 3A) covering partners' financial reports, produced by approved Beneficiary's/Partner's auditor	1 copy
3.	Request for Payment	1 original and 1 copy
4.	Certificates of origin for items above 5000 EUR per unit	1 copy
5.	Economic Classification of requested amount filled in by the <b>Lithuanian Beneficiary/partners</b>	1 original and 1 copy
6.	Economic Classification of the expenditures (report) filled in by the <b>Lithuanian Beneficiary/partners</b> Please note that Economic Classification of the expenditures should correspond to the classification made in Economic Classification of requested amount. Expenditures indicated under the certain code in the Economic Classification of the expenditures CANNOT exceed the ones indicated under the same code in the Economic Classification of requested amount.	1 original and 1 copy
7.	Timesheets for staff	1 copy
8.	Proof of publication for international tender	1 copy
9.	Exploitation/commissioning act for works (allowing exploitation of the building/object). In case not required according to national laws - Acceptance act/certificate for works	1 copy
10.	Financial guarantee, if required under Article 15.7 of the General Conditions to the Grant Contract	1 original and 1 copy
11.	Evidence of achieved outputs and implemented activities, e.g.: In case of meetings and events: 11.1. List of participants with signatures for each day; 11.2. Meeting/event agendas; 11.3. Memo/ minutes/report of meeting/event (in ENG/ RU or other working language of the partnership); 11.4. Photos from events/substantial meetings, etc.  ⇒ Any additional documents – optional. (evaluation summary from trainings/skills raising events/workshops/ consultations based on individual participant's assessment sheets; handouts from seminars, presentations, etc.)	1 copy
12.	Materials proving outputs, which have been produced by sub-contractors and/or by the Beneficiary/partners: 12.1. Developed documents (e.g. studies, research, programmes);	1 copy

NO	ANNEX	SUBMISSION
	12.2. Information and publicity materials (e.g. press articles, press releases published in media, leaflets, CDs, websites printouts, brochures, photos of billboards, posters, video or audio material, photos of small promotion materials such as pens, cups, shirts, etc.); 12.3. Pictures of infrastructure objects built and substantial equipment items purchased with visibility signs.	

Annexes should be grouped according to the reported activities. The number of related activity (e.g. Activity 1.2.) should be indicated on the right top corner of the page.

#### d. Submission and checks

Interim Report should be signed in indicated places by the Head of organisation or the person authorised to sign such documents and dated and stamped. The report must be submitted in a sewed (bound) and stamped original and a copy, certified as true, in paper version and in electronic (CD) version. The certified copy should be prepared on the basis of the original confirmed by the auditor. Annexes to the report should be submitted in the order and following the form as described above.

Interim Report in paper and electronic version (CD) accompanied by annexes and cover letter should be delivered to the JTS by the address: **Konstitucijos ave. 7, LT-09308, Vilnius, Lithuania.**

#### 7.4. Final Report

Final Report consists of almost the same parts and sections as Interim Report, however, is a bit more extended as includes additional sections in order to provide information on achievement of the Programme indicators, describe impact to target groups and planned sustainability, to evaluate action implementation and cooperation among the partners.

Costs for evaluation of the action, preparation of the Final Report and verification of it should be also verified by the auditor(s) and included into this report even if paid after the action end date.

The same annexes should be attached to the Final Report as to the Interim Report (see chapter 7.3). In addition, there should be attached 2 more annexes:

NO	ANNEX	SUBMISSION
13.	Statement from Beneficiary's bank about interest incurred from pre-financing paid by the JMA	1 original and 1 copy
14.	Proofs of the transfers of ownership, referred to in Article 7.3 of the General Conditions to the Grant Contract, if applicable	1 original and 1 copy

Submission of Final Report is handled in the same way as Interim Report (see chapter 7.3).

**NB!!!** Final Report should be submitted to the JTS no later than 3 months after the end date of the action!

### 7.5. Verification of expenditure

It is the contractual obligation of the Beneficiary against the JMA to provide an EVR drafted in English together with the Interim/Final Report.

Each partner, including Beneficiary, may have its own auditor or there may be one auditor for the whole action (the same auditor for each partner). Auditor(s) should meet the specific requirements set in Annex VII to the Grant Contract “Terms of Reference for the expenditure verification”. Auditor(s) should be approved by the JMA.

In case if **several auditors** were selected for verification of partner expenditures then each partner, including the Beneficiary, is responsible separately for having its expenditure validated by the auditor. Each action partner is required to submit to the Beneficiary the EVR (Annex 3A) for its part of the costs. The Beneficiary is responsible for collecting all partners’ EVRs, drafting a financial report for the respective action implementation period or the whole action and presenting it to its auditor for examination and compilation of consolidated EVR (Annex 3B).

In case if there is only **one auditor** for the whole action selected then verification of partner expenditures can be done:

1. The same way as in case if separate auditors are selected for verification of partner expenditures (Option 1) or
2. In a way where each action partner submits to the Beneficiary the supporting documents for their expenditures and the Beneficiary prepares the common narrative and financial report for the whole action. The auditor verifies the common financial report, covering the expenditures of Beneficiary and partners, by issuing one EVR (Annex 3A). In such a case the individual partner reports and EVR for consolidated report (Annex 3B) are not required.

The expenditure verification is described in the Annex VII to the Grant Contract:

- The procedures are set out in Annex 2A;
- Guidelines on the procedures are set out in Annex 2B;
- The model EVR is set out in Annex 3A and Annex 3B.

**NB!!!** Annexes 2A, 2B and 3 must not be changed!

It should be verified whether:

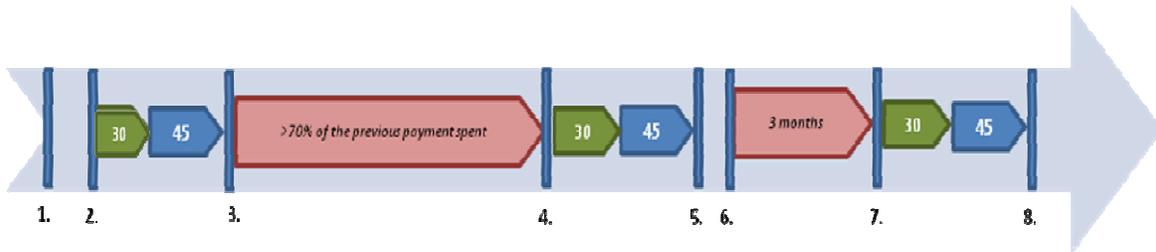
1. costs have been actually incurred;
2. costs were paid during action implementation period with the exception of costs for preparation of Final Report, action evaluation and auditing of Final Report;
3. there is a budget for the expenditure;
4. expenditure was necessary for the action;
5. expenditure is properly recorded in the accounting system;

6. expenditure is justified and supported by evidence;
7. the monetary amounts are properly stated;
8. expenditure is reported under the proper Budget Heading;
9. procurement, nationality and origin rules were observed.

**NB!!** Verification should cover 100% of expenditure.

### 7.6. Timing of payments to actions

As described under the chapter 7.1, there are 3 types of Programme grant payments to actions depending on duration and scale of actions and chosen payment scheme. Programme payments to actions are made based on Request for Payment submitted just after signing Grant Contract and later - accompanied with Interim/Final Reports. Graphic timetable of Programme payments to actions is visible below.



1. Concluding of Grant Contract and start of the action activities
2. Submission of Request for Pre-financing Payment
3. First Pre-financing Payment paid
1. Submission of Interim Report and Request for Payment
4. Second Pre-financing Payment paid
5. End of the action activities
2. Submission of Final Report and request for payment
6. Final balance payment paid

**30** Within 30 calendar days after submission the JTS approves if no additional requests for information or clarifications arise;

**45** Within 45 calendar days if no additional requests for information or clarifications arise the JMA approves and makes payment.

### 8. ACTION MONITORING

The monitoring of implementation of the action shall be carried by the JMA and the JTS. The JTS Project Manager and Financial Manager, attributed to the action are primarily responsible for the monitoring of the action. The main tools to be used during monitoring are Action Updates, Interim and Final Reports, on-the-spot checks, monitoring visits and site visits.

In addition, the JTS also carries out checks-on-spot, monitoring visits and site visits with the aim to monitor the progress of the action implementation, check the products of the action, provide advice or help to tackle the problems arising in cooperation of the partners. Representatives of the JMA and European Commission or their authorised third parties can also participate. If needed, the authorised third parties may carry certain monitoring tasks on behalf of the JMA or the JTS. It is the obligation of the Beneficiary to present all the documents related to the action implementation if requested by the JTS or the JMA. This is implied by the Grant Contract.

### **8.1. Checks-on-spot**

The checks-on-spot are thorough examinations of the actions in order to provide reasonable level of assurance that the action operates effectively, the objectives will be achieved and errors and irregularities will be prevented.

The JTS will select the actions to be checked-on-spot on the basis of the qualitative analysis of the progress of the actions and taking into account a number of structural, systematic, financial and other risk factors in the actions.

The Beneficiary (if relevant, partner) will be informed about the check-on-spot of its action at least 5 working days in advance by sending a letter by e-mail or fax. The Beneficiary/partners are obliged to participate in the check-on-spot, provide access to the documents and products of the action, as well as access to the sites where the action is implemented. The Beneficiary will be informed about the findings and recommendations within 10 working days after the check-on-spot, when the JTS will send a check-on-spot report.

### **8.2. Monitoring visits**

The JTS can also carry out monitoring visits with the purpose of clarifying the action progress and effectiveness or solving the problems arising in the action. The form of interview with the action stakeholders and final beneficiaries (those, the action should bring benefit to) will mainly be used during monitoring visits.

### **8.3. Site visits**

In addition, site visits can help to follow the implementation of the actions. These are visiting the action conferences, seminars, workshops, meetings of the working group, opening of the new infrastructure, etc.

**NB!!!** The Beneficiaries are requested to send prior information about their major upcoming events to their Project Manager or the Information Officer in the JTS.

## **9. AMENDMENTS IN ACTIONS**

The rules of introduction of amendments to the Grant Contract are set out in Article 9 of the General Conditions to the Grant Contract.

### **9.1. General principles to be respected when introducing amendments**

The following general principles must always be respected:

1. No amendment may alter the grant award conditions;
2. The maximum grant (both amount and percentage) referred to in Article 3.2 of the Special Conditions may not be increased;
3. Amendments may only be introduced within the execution period of the Grant Contract.
4. An Addendum may not have the purpose or the effect of making amendments to the Grant Contract that would call into question the grant award decision or be contrary to the equal treatment of applicants;
5. The purpose of the Addendum must be closely connected with the nature of the action covered by the initial Grant Contract;
6. Addenda cannot be retroactive.

Based on the nature of amendments, there may be three types of amendments which require different procedures to be followed:

- amendments in the action management staff,
- minor amendments;
- substantial amendments.

### **9.2. Amendments in action management staff and correspondence address**

As soon as action management staff is appointed, Beneficiary is requested to inform the JTS via official letter on the selected action staff (e.g., Project Manager, Financial Manager or Accountant, Action Assistant) by indicating also all contact details. If during action implementation any of the action management staff is changed, including contact person indicated in the Description of the Action, Beneficiary is obliged to inform the JMA via the JTS about such amendments as soon as possible by sending an official letter.

The same procedure should be applied also in cases when correspondence address of the Beneficiary or any of the partners is changed – Beneficiary should inform the JMA via the JTS about such amendments as soon as possible via an official letter.

### 9.3. Minor amendments

There are three types of amendments that can be considered as minor amendments which can be approved with the following conditions:

- a. Amendments do not affect the basic purpose of the action;
  - b. Amendments are justified and needed for more efficient implementation of the action;
  - c. Eligibility rules are followed.
- 1) Minor **amendments to the Budget** can be approved with additional conditions that:
- a. The financial impact is limited to a transfer between items within the same Budget Heading including cancellation or introduction of a new item;
  - b. Amount reallocated between/among Budget Headings is up to 15% of the amount originally entered or as modified by an Addendum under any of Budget Headings. The amendments to the budget made are taken into account in a cumulative way. It is therefore not possible to proceed with several reallocations of 10% each. As soon as the cumulated amount of the changes made exceeds 15% of the initial amount of a Budget Heading, substantial amendments must be made.
  - c. Amendments do not amend the Budget Headings for indirect administrative costs or the contingency reserve.

In the Request for Amendments, the Beneficiary should provide the justification and explanation on requested amendments by describing also impact on achievement of the action objectives. Request for Amendments should be accompanied by the Calculation of the Budget Transfers table (Excel tool) which indicates the initial action budget and action budget after proposed amendments. All amendments made in the originally entered budget and reflected in the Calculation of the Budget Transfers table should be described and justified in the Request for Amendments.

The JTS prepares and sends to the Beneficiary of each action pre-filled Calculation of the Budget Transfers table upon request. The same Excel tool can be also used for monitoring the level of budget reallocations.

Minor amendments in the action budget can affect not only the action budget form but also the Description of the Action, thus also relevant amendments should be done.

- 2) Minor amendments to the **Description of Action**.

In the Request for Amendments, the Beneficiary should provide following information:

- a. Relevant Group of Activities, activity(ies) and output indicator(s) to which the amendments relate to;
- b. Description of amendments requested (i.e. what is going to change) and justification for amendments (i.e. why the amendments are necessary);

- c. Description of impact of amendments to achievement of the action objectives and description on implication of amendments to the action budget.

Request for Amendments should be accompanied with relevant amendments in the Description of Action. In case amendments are connected with investments (construction works) affecting also technical documentation for construction works, updated/new technical documentation has to be submitted.

- 3) Amendments of the **Beneficiary's/partner(s) legal address, bank account and change of auditor(s)**<sup>2</sup>.

In the Request for Amendments, the Beneficiary should provide information on reasons for changing legal address, bank account and auditor by also providing updated information. In case of change of the bank account Request for Amendments should be accompanied with updated Financial Identification Form (2 originals), in case of change of legal address – updated Description of the Action, in case of change of the auditor – contact details should be submitted. In case the auditor is registered in Belarus, in addition certification documents of auditor should be submitted (registration certificate and 3 auditors' attestations in case of legal person or auditor's attestation in case of natural person).

#### **Procedure for handling minor amendments**

In case of minor amendments, the Beneficiary has to inform the JMA via the JTS in writing **without delay** (as soon as possible) about the respective amendment(s) by filling-in and submitting the Request for Amendments form accompanied with relevant annexes. The form is available at the Programme website, section "Beneficiaries' Zone". In case of minor amendments no Addendum to the Grant Contract has to be signed.

There are following steps for handling of minor amendments:

1. When Request for Amendments with relevant annexes is prepared, it is recommended to send the request to the JTS Project Manager by e-mail.
2. If requested changes should be reflected in the Description of Action, the Beneficiaries of the 1st Call for Proposals implement changes in the Description of Action by themselves and send the updated version to the JTS Project Manager via e-mail for check. In case of 2nd Call for Proposals actions – Beneficiary describes the updated sections in the e-mail to the JTS Project Manager and the corrections in the Description of Action will be made by the JTS.
3. The JTS will check the request and will request additional information, if needed. JTS will inform when the Beneficiary can proceed with the next step.

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<sup>2</sup> This does not affect the right of the JMA to oppose the Beneficiary's choice of bank account and/or auditor. The JMA reserves the right to require that the auditor be replaced if considerations which were unknown when the Grant Contract was signed cast doubt on the auditor's independence or professional standards.

4. The Beneficiary has to send the JTS scanned/faxed or by post the final versions of the following documents:
  - a) signed, stamped and dated final version of the Request for Amendments,
  - b) signed Amendments to the Budget table, if relevant,
  - c) signed each page of updated Description of Action, if relevant,
  - d) additional relevant documents,
  - e) updated Partnership Agreement, if applicable;
  - f) electronically – final versions of documents indicated under points a, b and c.Scanned requests should be sent to the e-mail address: [info@enpi-cbc.eu](mailto:info@enpi-cbc.eu). If request is submitted by fax or scanned only, the Beneficiary must indicate in the request that the original shall not be sent.
5. The JTS will check the request. Only when all relevant documents will be received the request will be proceeded for the decision.
6. The JTS will inform Beneficiary on the decision via an official letter.

#### **9.4. Substantial amendments**

Substantial amendments are those modifying the Grant Contract, and thus must be made by means of an Addendum in accordance with the provisions of the Grant Contract. An Addendum must be signed by both contracting parties.

There are six types of substantial amendments in the action.

- 1) Reallocation of the **budget** between/among main Budget Headings in amount that is **higher than 15%** of the amount originally entered or as modified by an Addendum under any of Budget Headings.
- 2) Any amendments under the Budget Heading for **indirect administrative costs** or the **contingency reserve**.

In both cases requested amendments can be approved if:

- a. Amendments are justified and needed for more efficient implementation of the action;
- b. Eligibility rules are followed.

In both cases the Beneficiary should provide justification and explanation on requested amendments by describing impact on achievement of the action objectives in the Request for Amendments. Request for Amendments should be accompanied by the Calculation of the Budget Transfers table which indicates the initial action budget and action budget after proposed amendments. All amendments made in the originally entered budget and reflected in the Calculation of the Budget Transfers table should be described and justified in the Request for Amendments.

The JTS prepares and sends to the Beneficiary of each action pre-filled Calculation of the Budget Transfers table upon request. The same Excel table for Calculation of the Budget Transfers table can be also used for monitoring the level of budget reallocations.

Amendments in the action budget can affect not only action budget form but also Description of the Action, thus relevant amendments should be done into it.

- 3) Change of **Description of the Action** that affects the basic purpose of the action can be approved if it is justified and needed for more efficient implementation of the action.

In the Request for Amendments, the Beneficiary should provide the following information:

- a. Indication of the relevant Group of Activities, activity(ies) and output indicator(s) to which the amendments will relate to;
- b. Description of amendments requested (i.e. what is going to change) and justification for amendments (i.e. why the amendments are necessary);
- c. Description of impact of amendments to achievement of the action objectives and description on implication of amendments to the action budget.

Request for Amendments should be accompanied with relevant amendments in the Description of the Action. In case the amendments are connected with investments (construction works) affecting also technical documentation for construction works, updated/new technical documentation has to be submitted.

- 4) Amendment of **legal status** of Beneficiary and/or partner(s) are allowed with condition that it do not affect the fulfilment of the eligibility criteria set for the partners and partnership (see chapter 2.1.1 of the Guidelines for Grant Applicants).

In the Request for Amendments in the action, the Beneficiary should describe background information for amendments in the legal status and should indicate the new legal status of the organization. Request for Amendments should be accompanied with copy of statutes or articles of association and copy of registration certificate or equivalent.

Request for Amendments should be accompanied with relevant amendments in the Description of Action.

- 5) Amendments in **partnership** are possible if:
  - a. justified;
  - b. do not affect the fulfilment of the eligibility criteria set for the partners and partnership (see chapter 2.1.1 of the Guidelines for Grant Applicants).

There are two types of amendments in partnership (Beneficiary and partners):

- a. Dropping out of partner;

- b. Replacing of partner.

In the Request for Amendments in the action, the Beneficiary should provide the following information:

- a. description of a problem in the current action partnership (e.g.: withdrawal of action partner, reorganisation/liquidation of a partner);
- b. description of amendments requested (i.e. which partner leaves, whether there is a replacing partner, which partner is to join the action) and their justification (i.e. why the new partner is considered to be the best choice, what are the competences of the partner valuable for the action, if there is no replacing partner – what the rest of partners will do in order to ensure the same impacts/quality of the action after the loss of a partner, etc.);
- c. description of impact of the amendments to achievement of outputs, results and objectives;
- d. description on implication of partner change to the action budget, if applicable.

Usually amendments in the action partnership also affect the action budget, thus request should be accompanied with Calculation of the Budget Transfers table where relevant amendments are reflected. In case if one action partner withdraws from the action partnership and therefore new similar partner joins the action, new Partnership Statement, copy of statutes or articles of association and copy of registration certificate or equivalent should be provided for the new action partner together with the Request for Amendments.

Request for Amendments should be accompanied with relevant amendments in the Description of Action.

- 6) Change of **implementation period**, with a condition that:
  - a. end date of the action is not later than 31 December 2014,
  - b. the extension is justified,
  - c. the action can be successfully finished within the extended implementation period,
  - d. it is not a result of ineffective planning.

In the Request for Amendments the Beneficiary should describe:

- a. problems in the action implementation due to which prolongation of implementation period is requested,
- b. proposed solutions for solving the above mentioned problems,
- c. level of achievement of results and activities if action implementation period is not extended by also indicating the main activities and outputs that will not be implemented within initially planned implementation period;
- d. how the action implementation will be ensured within extended implementation period.

Request for Amendments should be accompanied with relevant amendments in the Description of Action.

### Procedure for handling substantial amendments

In case of substantial amendments, the Beneficiary has to submit the JMA via the JTS the Request for Amendments form available at the Programme website, section “Beneficiaries’ Zone”. Request for Amendments should be submitted **at least one month before the date on which the amendment should enter into force** unless there are special circumstances duly substantiated by the Beneficiary and accepted by the JMA. Signed, stamped and dated Request for Amendments can be submitted to the JTS by post, fax or scanned to e-mail address [info@enpi-cbc.eu](mailto:info@enpi-cbc.eu). In any case also original of the request must be submitted by post.

Amendments are handled according to the following procedure:

1. When Request for Amendments with relevant annexes is prepared, it is recommended to send the request to the JTS Project Manager by e-mail.
2. In case requested changes should be also reflected in the Description of Action, Beneficiaries of the 1st Call for Proposals implement changes in the Description of Action by themselves and send the updated version to the JTS Project Manager via e-mail for checks. In case of 2nd Call for Proposals actions – Beneficiary describes updated sections in the e-mail to the JTS Project Manager as corrections in the Description of Action will be made by the JTS.
3. The JTS will check if the Request for Amendments form is filled in correctly and supported by all the necessary details and required documents. In case any additional information or documentation is needed the Beneficiary will be requested to deliver it. Once the check is completed, the JTS will inform that the Beneficiary can proceed with the next step.
7. The Beneficiary has to send the JTS by e-mail and by post the final versions of the following documents:
  - a) signed, stamped and dated final version of the Request for Amendments;
  - b) signed Amendments to the Budget table, if relevant;
  - c) signed each page of updated Description of Action, if relevant (updated Description of the Action can be submitted together with the Request for Amendments or submitted later upon request by the JTS);
  - d) additional relevant documents;
  - e) electronically – final versions of documents indicated under points a, b and c.

If request is submitted by fax or scanned, original should be also sent by post.

4. The JTS will check whether final agreed version of the Request for Amendments and relevant annexes are submitted and will proceed the request for decision. If any missing documents are detected, Beneficiary will be requested to deliver it. Only when all relevant documents are received the request will be proceeded for the decision.
5. The JTS will forward the request to the JMA together with the draft Addendum to the Grant Contract. If request and additionally submitted documents are considered satisfactory and request could be supported, draft Addendum to the Grant Contract will be sent to the

Beneficiary for signature. In case if request will not be supported by the JMA, letter on rejection of the request will be sent to the Beneficiary.

6. Relevant changes in the Partnership Agreement must be implemented and adjusted document should be sent to the JTS within one month after signing Addendum to the Grant Contract.

## **10. NATIONAL REQUIREMENTS**

During action implementation Beneficiary and partners are obliged to follow not only Programme rules, but also relevant national rules as verification of action's expenditures is made against the Programme and national rules. There is a list below of the main national legal acts in all three countries dedicated to Programme implementation. Except of these, of course, also national labour, tax, safety etc. regulations have to be followed during action implementation.

### **10.1. National legal acts in Latvia**

Title of legal act in Latvian	Description of legal act
Eiropas Savienības struktūrfondu 3.mērķa "Eiropas teritoriālā sadarbība" programmu vadības likums	The main legal act for the implementation of the EU Structural Funds under the Territorial Cooperation Objective and the ENPI programmes.
Ministru kabineta 2009.gada 10. novembra noteikumi Nr.1306 "Kārtība, kādā valsts budžetā plāno līdzekļus Eiropas Savienības struktūrfondu 3.mērķa "Eiropas teritoriālā sadarbība" programmu un Eiropas Kaimiņattiecību un partnerības instrumenta programmu īstenošanai un veic maksājumus"	The regulations of the Cabinet of Ministers on planning financial sources in the state budget and on the payment procedures for ensuring implementation of the programmes financed from the EU structural funds and implemented under the Territorial Cooperation Objective and the ENPI.
Ministru kabineta 2009.gada 11.augusta noteikumi Nr.890 „Kārtība, kādā piešķir valsts budžeta līdzekļus Eiropas Savienības struktūrfondu 3.mērķa "Eiropas teritoriālā sadarbība" programmu un Eiropas Kaimiņattiecību un partnerības instrumenta programmu finansējuma saņēmējiem no Latvijas Republikas”	The regulations of the Cabinet of Ministers on assignation of the state budget's financial sources to action beneficiaries funded by the EU Structural Funds under the Territorial Cooperation Objective and the ENPI. According to the rules set in the regulations, partners can apply for the co-financing of the actions from the state's budget in order to cover part of the partners' contribution in the actions.
Ministru kabineta 2009.gada 27.janvāra noteikumi Nr. 89 "Kārtība, kādā nosaka Eiropas Savienības struktūrfondu 3.mērķa "Eiropas teritoriālā sadarbība" programmu Latvijas partneru projektu attiecināmās un neattiecināmās izmaksas un tiek nodrošināta pirmā līmeņa finanšu kontrole"	The regulations of the Cabinet of Ministers on eligibility of costs. During the action implementation the partners from Latvia should follow eligibility rules of expenditures set in these regulations as the verification of action costs will be implemented following these regulations.

Title of legal act in Latvian	Description of legal act
Ministru kabineta 2009.gada 8.spetembra noteikumi Nr.1007 „Kārtība, kādā sniedzami ziņojumi par Eiropas Savienības struktūrfondu 3.mērķa “Eiropas teritoriālā sadarbība” programmu finansēto projektu ieviešanā konstatētajām neatbilstībām un atgūstami neatbilstoši veiktie izdevumi” ar grozījumiem līdz 18.06.2011.	The regulations of the Cabinet of Ministers on reporting about the irregularities, including the procedure on recovery of unduly paid Programme funds to beneficiaries.
Ministru kabineta 2009.gada 7.jūlija noteikumi Nr.741 "Kārtība, kādā nacionālā atbildīgā iestāde publisko informāciju par Eiropas Savienības struktūrfondu 3.mērķa "Eiropas teritoriālā sadarbība" programmās 2007.–2013.gadam apstiprinātajiem projektiem"	The regulations of the Cabinet of Ministers on how the Latvian National Authority publicises the information on approved actions.

## 10.2. National legal acts in Lithuania

Title of legal act in Lithuanian	Description of legal act
2007–2013 metų ES finansinio laikotarpio Europos kaimynystės ir partnerystės priemonės bendradarbiavimo per sieną programų įgyvendinimo Lietuvoje taisyklės patvirtintos 2009-11-19 vidaus reikalų ministro įsakymu Nr. 1V-619 (Žin., 2009, Nr. 139-6129).	The rules for the implementation of the ENPI Cross-border Cooperation programmes of the EU financing period 2007-2013 in Lithuania.
Išlaidų, padaromų įgyvendinant 2007–2013 metų ES finansinio laikotarpio Europos kaimynystės ir partnerystės priemonės bendradarbiavimo per sieną programos, atitikties finansavimo reikalavimams taisyklės, patvirtintos 2009-12-09 vidaus reikalų ministro įsakymu Nr. 1V-679 (Žin., 2009, Nr. 148-6643).	The rules set the general and specific requirements for the eligibility of expenditure of the Lithuanian organisations, funded by the EU as Beneficiaries or partners in the ENPI Cross-border Cooperation programmes. Also the non-eligible costs are listed.
2007–2013 metų ES finansinio laikotarpio Europos kaimynystės ir partnerystės priemonės Latvijos, Lietuvos ir Baltarusijos bendradarbiavimo per sieną programos išlaidų apmokėjimo ir ataskaitų teikimo taisyklės, patvirtintos 2010-12-15 vidaus reikalų ministro įsakymu Nr. 1V-769 (Žin., 2010, Nr. 150-7684).	The rules set the procedures for the payment of EU funds to the Beneficiaries of the Latvia, Lithuania and Belarus Cross Border Cooperation Programme within the European Neighbourhood and Partnership Instrument and the submission of reports. Also the ways and conditions of the grant payments and the documents necessary for the payment of the EU funds are described.

<p>2007–2013 metų ES finansinio laikotarpio Europos kaimynystės ir partnerystės priemonės bendradarbiavimo per sieną programų projektams vykdyti reikalingų pirkimų, atliekamų Lietuvos įmonių, įstaigų ir organizacijų, nesančių perkančiosiomis organizacijomis pagal Lietuvos Respublikos viešųjų pirkimų įstatymą, taisyklės, patvirtintos 2010-03-25 vidaus reikalų ministro įsakymu Nr. 1V-176 (Žin., 2010, Nr. 38-1833).</p>	<p>The rules set the procedures for organising and conducting the procurement procedures by the Lithuanian enterprises, institutions and organisations, which are not treated as procuring organizations under the Law of Public Procurement of the Republic of Lithuania. The rules also describe the ways of procurement and the rights and duties of the procuring organizations.</p> <p>Also, the rules set the requirement to obey the rules of origin and nationality when conducting the procurement of the actions of the Programme.</p>
<p>Finansinės paramos, išmokėtos ir (arba) panaudotos pažeidžiant teisės aktus, grąžinimo į Lietuvos Respublikos valstybės biudžetą taisyklės, patvirtintos 2005-05-30 Vyriausybės nutarimu Nr. 590 (Žin., 2005, Nr. 69-2469) Vyriausybės 2010-03-17 nutarimo Nr. 293 redakcija (Žin., 2010, Nr. 33-1570).</p>	<p>The rules set the procedures for returning the funds of financial support and general financing, which have been paid from the national budget of the Republic of Lithuania and/or spent breaching the EU and Lithuanian legal acts or international treaties. The rules also describe the registration, accounting and the conditions and procedure of writing of the debts.</p>

### 10.3. National legal acts in Belarus

Title of legal act in Belarus/Russian	Description of legal act
<p>Рамачнае пагадненне паміж Камісіяй Еўрапейскіх Супольнасцей і Урадам Рэспублікі Беларусь ад 18 снежня 2008 г.</p>	<p>Framework Agreement between the Government of the Republic of Belarus and the European Commission on defining the status and conditions for the technical aid the EU will provide as part of the ENPI. Signed on 18.12.2008 and fully ratified by November 2009. Ratification of the agreement was notified to the Commission on January 14, 2010.</p>
<p>Указ Президента Республики Беларусь «О международной технической помощи, предоставляемой Республике Беларусь» от 22 октября 2003 г. № 460.</p>	<p>The main internal legal act that sets basic definitions related to the international technical assistance provided to Belarus, rules and principles of receiving such assistance, it's approval and registration, tax exemption provisions.</p>
<p>Постановление Совета Министров Республики Беларусь «О некоторых мерах по реализации Указа Президента Республики Беларусь от 22 октября 2003 г. № 460» от 21 ноября 2003 г.</p>	<p>This Regulation sets the procedures of action preparation, approval and registration, approval of the list of goods, works and services provided for the implementation of the international technical</p>

Title of legal act in Belarus/Russian	Description of legal act
№ 1522.	assistance actions, rules of co-financing from the State and local budget, rules of procedures of the Commission on International Technical Assistance under the aegis of the Government of the Republic of Belarus.
Постановление Совета Министров Республики Беларусь «Об утверждении Положения о порядке проведения оценки реализации проектов (программ) международной технической помощи и их эффективности» от 26 ноября 2004 г. № 1513.	This Regulation sets the rules defining the order of action implementation evaluation and its efficiency.
Постановление Совета Министров Республики Беларусь «О некоторых мерах по реализации Указа Президента Республики Беларусь от 17 августа 2005 г. № 382» от 15 сентября 2005 г. №1027.	This Regulation sets the rules defining the order of submission, consideration and registration of the information about the organization and holding seminars, conferences and other public hearings under the international technical assistance.
Постановление Совета Министров Республики Беларусь « О Регламенте Совета Министров Республики Беларусь» от 14 февраля 2009 г. № 193.	This Regulation sets the Rules of procedures of the Council of the Ministries of the Republic of Belarus and describes the procedure of the consideration of the draft regulation on international technical assistance action approval.
Постановление Министерства экономики Республики Беларусь «О подготовке получателями международной технической помощи проектных предложений и характеристик проектов (программ) указанной помощи» от 11 мая 2005 г. № 86.	This Regulation sets the form of the action proposal and action specification for the international technical assistance actions.
Постановление Министерства экономики Республики Беларусь "О форме перечня товаров (имущества, в том числе денежных средств), работ и услуг, предоставляемых для реализации проектов (программ) международной технической помощи" от 4 мая 2010 г. № 82.	This Regulation sets the form of the list of goods, works and services provided for the implementation of the international technical assistance actions.
Приказ Министерства экономики Республики Беларусь «Об утверждении Положения о порядке регистрации проектов (программ) международной технической помощи в	This Order sets the rules of the international technical assistance actions (programmes) registration and the form of the registration stamp.

Title of legal act in Belarus/Russian	Description of legal act
Республике Беларусь и формы регистрационного штампа» от 6 июля 2010 г. № 85	

## **11. ACTION CLOSURE**

### **11.1. Retaining action documentation**

According to the provisions of chapter 2.5 of the Guidelines for Grant Applicants and Article 14 of General Conditions to the Grant Contract all the activities have to be finalised and all the invoices must be paid during the action implementation period (before the end date of the actions), but not later than December 31, 2014.

The Beneficiary and partners will be obliged to provide access to the documents and products of the action, as well as access to the sites where the action was implemented to the JMA, JTS, EU authorised bodies and external auditor authorised by the JMA to carry out respective verifications during the action implementation and up to 7 years after the payment of the balance to the Beneficiary.

The main documents that must be kept by the Beneficiary and partners after the action closure:

- Original Grant Contract with Annexes and its amendments;
- Original of Partnership Agreement and of all its amendments;
- Originals of all correspondence with Programme institutions and between the partners;
- All documents related to the amendments in the action and related justification (requests for amendments, decisions, etc);
- Originals and copies of all reports submitted to the Beneficiary or JTS and the auditor's expenditure verification reports including supporting documents;
- Originals of all financial and accounting documents, related to the action implementation (contracts, invoices, bills, public procurement documentation, timesheets, confirmations of money transfer, protocols of acceptance and other);
- Originals of all documents confirming implementation of action activities (agendas and minutes of the meetings, signed participants' lists, construction documents, protocols of acceptance and other);
- Originals or copies of publication materials and evidence of outputs (brochures, articles, printouts of websites, photos, examples of promotion gadgets, etc.).

There must be competent persons available within the Beneficiary's organisation to provide all the necessary information for 7 years after the closure of the action. The Beneficiary must also assign the contact person, who will be available at least six months after the end of the action for communication with the Programme management bodies on the issues related to action closure.

## **11.2. Ownership of action results**

Ownership of the action results, reports and other documents and immaterial outputs related, as well as the intellectual and industrial rights to them and their titles shall be vested in the Beneficiary and its partners, as indicated in the Grant Contract and Partnership Agreement.

At the same time the Beneficiary grants the JTS, JMA and the European Commission the right to use freely all the documents deriving from the action, whatever their form, provided that this does not thereby breach existing industrial and intellectual property rights.

The objectives and the results of the action have to be aimed at the public benefit. In case any publications (e.g. guidelines, teaching materials, studies) are issued as a result of the action, they must be made available to the public freely (in printed copies or e-versions). All the investments and other results of the actions should be open for public use. Limitations what regards the availability of outputs and results of the actions are only allowed with the prior consent of the JMA.