Lithuania-Poland-Russia ENPI Cross-Border Cooperation Programme 2007-2013

Manual on Project Implementation for Beneficiaries and Partners of regular and large scale projects

July 2013 (version 3)
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1. INTRODUCTION

This manual has been prepared in order to help the Beneficiaries and Partners of the Lithuania-Poland-Russia ENPI Cross-border Cooperation Programme 2007-2013 (further on – Programme) to implement the projects, co-financed by the European Union (EU) with maximum efficiency. The manual is to be used by the Beneficiaries and Partners of regular projects, approved within the first Call for proposals and of the Large Scale Projects (further on – LSPs).

The main documents are provided together with indications, where exactly (which chapter or article) to look for particular information about one or another aspect of the project implementation. The main requirements are listed and explained in detail. Also, the boxes NB! (Nota bene!) stress the things, which are of crucial importance for the Beneficiaries and Partners.

This short manual is intended to be a useful handbook for any person involved in the implementation of the projects within the Programme. However, the ultimate sources of official information are the Programme and EU documents:

- Lithuania-Poland-Russia Cross-border Co-operation Programme 2007-2013 Operational Programme;
- Practical Guide to Contract Procedures for EU External Actions (PRAG). Version of 2008 is applicable for the regular projects of the Programme, selected during the open call, and version of 2010 is applicable to the Large Scale Projects;
- Communication and Visibility Manual for EU External Actions;
- Visual Identification System for LPR ENPI CBC Programme.

All of these documents can be found on Programme website www.lt-pl-ru.eu.

The institution responsible for implementation of the Programme is the Joint Managing Authority (further on – JMA) – the Ministry of Regional Development of the Republic of Poland. It also acts as the Contracting Authority, signing the Grant Contracts with the Beneficiaries. However, the Beneficiaries should always address the JMA via the Joint Technical Secretariat (further on – JTS) (Centre of European Projects, 39a

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1 European Neighbourhood and Partnership Instrument
Domaniewska St., 02-672 Warsaw, Poland), as even in cases when the JMA receives any questions from the Beneficiaries directly, it will forward these questions to the JTS first.

All decisions in the Programme are taken jointly by the Joint Monitoring Committee (further on – JMC). It is the main decision making body of the Programme.

The Ministry of the Interior of the Republic of Lithuania, the Ministry of Regional Development of the Russian Federation and the Ministry of Foreign Affairs of the Russian Federation take an active part in the successful implementation of the Programme, acting as the National Authorities.

Each project is assigned to two JTS Project Managers, who are ready to help project implementers. One of the two Project Managers is the main, and he/she should always be addressed first. In case of absence of the main Project Manager, the second can be approached. The contacts of the JTS Project Managers can be found on the Programme website www.lt-pl-ru.eu.

**NB! The Beneficiaries are obliged to inform the JTS without any delay about all circumstances, which may cause modification of the project and about any risks or irregularities regarding the project implementation.**

The Branch Offices of the JTS operate in Lithuania (Vilnius), Poland (Olsztyn) and Russia (Kaliningrad). They all employ experienced experts, who can help the Beneficiaries and Partners. Their contacts can also be found on the Programme website www.lt-pl-ru.eu.

2. GENERAL PROVISIONS

The Project start date is set in the Article 2 of the Special Conditions of the Grant Contract. Before signing of the Grant Contract, the Beneficiary can choose from 3 options regarding the Project start date:

- the day following that on which the last of the two Parties signs the Grant Contract;
- the first day of the month following the day on which the first instalment of pre-financing is paid by the JMA;
- a later date.

**NB! The Beneficiary and Partners can start the procurement procedures before the start date of the project, but no sub-contracting contract can be concluded before the start date of the project.**

The Project end date (end of the implementation period) is then calculated basing on the calendar plan of particular project, but cannot be later than 31 December 2014.

The execution period of the Grant Contract ends at the moment when final payment is paid and in any case at the latest 18 months after the end of the implementation period of the project (i.e. the period from the project start until the end of the implementation of project activities).

Although only the costs incurred during the project implementation period are eligible, the costs relating to final reports, expenditure verification and evaluation of the project can be eligible, subject to the fact that they are incurred not later than the date of the submission of the final report and meet other criteria of eligibility (see section 3. “Eligibility of Costs”).
The LSPs can have general exemptions regarding the eligibility of costs related to the implementation period of the project, i.e. preparatory costs.

The original project documentation have to be kept by each Partner institution and the Beneficiary is recommended make the copies (either electronic or hard) easily available in order to facilitate the financial controls by authorized bodies. A web-based document repository shared by all Partners may be very useful for this purpose.

The documents have to be archived in a way that they are easily accessible after the project closure, 7 years after receiving the balance payment.

3. ELIGIBILITY OF COSTS

The eligibility of costs of the project is set in the Article 14 of the General Conditions of the Grant Contract and art. 33 and 34 of EC Regulation 951/2007. The EU co-financing as well as Beneficiary's and Partners’ contribution can cover only the costs, set as eligible by the Programme rules.

3.1. Eligible costs

- incurred during the implementation period of the project, i.e. after the Project start date and before the Project end date (except for LSPs);
- provided in the approved Budget (as annex to the Grant Contract);
- necessary for the implementation of the project;
- identifiable and verifiable, recorded in the accounting records, and determined according to the applicable accounting standards of the country where the Beneficiary or Partner(s) are established and according to the usual cost accounting practices of the Beneficiary or Partner(s);
- reasonable, justified and complying with the requirements of sound financial management, especially with the principles of economy and efficiency;
- complying with the visibility requirements.

3.2. Ineligible costs

- 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;
- currency exchange losses;
- contribution in kind;
- taxes, including VAT, unless the Beneficiary (or Partners) cannot reclaim them and the applicable regulations do not forbid coverage of taxes;
- loans to third parties;
- fines, financial penalties and expenses of litigation.

Each invoice under the Project is to described in accordance with Programme requirements.
The template of the “Description of invoice” is published on the website of the Programme www.lt-pl-ru.eu. As a rule the information required in the MS Excel form should be placed by the Beneficiary / Partner on the backside of the invoice. They could place this information using stamps and then filling in with needed information. Additional requirements resulting from national accounting requirements can be added.

If there is not enough space on the document, the separate description (a model form prepared by the JTS) have to be filled in, signed and attached to the invoice. The exception is the number of the Grant Contract that should be put on top of the first page of the original invoice. The description of invoice (headings and information to be filled in) should be in English and - if required by national rules – in the relevant national language as well. No Programme logo or EU flag needs to be put in the description in case the Beneficiary / Partner put the description on the backside of the invoice.

3.3. Costs by Budget Headings

3.3.1. Budget heading 1: Human resources

This budget heading includes costs of the staff of the Beneficiary and Partners assigned or employed directly to the project (including salary, taxes, employer’s contribution to national social security schemes, other statutory costs related to the salaries – all calculated in accordance with the national legislation of Beneficiary’s / Partner’s country and provided in the remuneration rules of a given institution). Holiday and sickness payments are eligible only for full-time staff. Holiday and sickness payments for part-time staff may be eligible only in case when the employee is employed by the organisation only for the implementation of the project.

Any additional voluntary health insurance, income support or pension contribution is ineligible.

The costs of staff (employees) assigned / employed to the project should not exceed those normally borne by the organisation.

- 1.1 Staff members employed at the Beneficiary’s or Partners’ organisations on permanent basis and assigned to the project should be accounted here;
- 1.2 Staff members employed at the Beneficiary’s or Partners’ organisations for the period of implementation of the project should be accounted here;
- 1.3 Only per diems of the staff members, listed in headings 1.1 and 1.2 should be indicated under the sub-heading 1.3. In exceptional cases per diems could be paid to participants of events, if their participation is of significant importance, taking into account these persons are not included under the Budget Heading 5 as experts.

The per diem or subsistence costs include:

- accommodation costs (hotel, etc.);
- local transportation (e.g. from the destination airport or coach station to the venue of the event);
- daily allowance, paid to the travelling person for catering and other travel expenses.

The per diem costs must not exceed the rates normally and officially borne by the Beneficiary and Partners according to the relevant national and organisation internal rules for calculation of actual travel and accommodation costs and daily allowances.
E.g.: When a person goes for mission on Monday and comes back on Wednesday, he/she can be paid 3 daily allowances + for 2 accommodations + local transport (paid according to national legislation). The total amount paid to the person shall not exceed the sum of 2 per diems (as set by the European Commission and the national rules).

The Beneficiary and Partners must also respect the thresholds published by the European Commission http://ec.europa.eu/europeaid/work/procedures/implementation/per_diems/index_en.htm, however the per diems rates of the European Commission only work as an upper limit (they can actually be lower, following the national requirements and the rules of organisation).

**NB! When calculating the per diem payments, the nights spent on a mission, not the days are calculated. However, the daily allowance can be paid for each day spent on a mission, if required in accordance with the National Legislation.**

Beneficiaries and Partners have to fill in the timesheets provided by the JTS and submit them together with Interim and Final reports. Gross amount including the costs of employer (as it is in the Budget) should be indicated in timesheets. Timesheets should be signed by the person, who is working in the project and should be approved by her/his direct supervisor.

3.3.2. Budget heading 2: Travel costs

This budget heading can include the travelling costs of the project staff going on missions or event participants going to the project events: train or bus tickets (economy class), fuel for vehicles, rent of vehicles/buses for travel, visa and travel insurance costs.

Only transportation costs to / from the place of the mission are covered under this heading. The most economical transportation mode should be chosen.

3.3.3. Budget heading 3: Equipment and supplies

The equipment (of long term assets) and supplies for the project are accounted under this budget heading.

The purchase or rental of equipment and supplies is eligible if it is specifically needed for the purposes of the project and is foreseen in the Budget. The costs have to correspond to the market rates. In case of equipment to be used for implementation (administration)-of the project, it should be purchased at the beginning of the project implementation.

The maintenance of existing equipment at Beneficiary’s / Partners’ organisations may be partly covered by the administrative costs (budget heading 11).

3.3.4. Budget heading 4: Local office

The costs, which are invoiced directly to the project in case a separate project office is used, are reported under this budget heading. These costs can include the office running (offices supplies (consumables), maintenance of the premises, utilities, telephone, fax and internet costs) and transport costs (if the transport is used on a daily basis).

Renting a separate office must be justified by the project implementation needs and the costs have to be reasonable and follow the principles of sound economic management.
3.3.5. Budget heading 5: Other costs and external services

All services and works sub-contracted to an external service provider based on the applicable procurement procedures must be accounted under this budget heading.

Such services may include: studies, research, audit, translation/interpretation, organisation of events, visibility activities, bank services, external experts, etc.

**NB! Beneficiary and Partners are not allowed to sub-contract each other.**

3.3.6. Budget heading 6: Works

This budget heading should include the costs for works and services related to construction, renovation and installation of infrastructure.

The breakdown of costs has to be reasonable and reflect major phases. Suggested ways to break the costs down (following the technical documents under the project) are:

- using phases of construction or renovation as unit rates (e.g. 1st phase, 2nd phase, etc.);
- using parts of infrastructure as unit rates (e.g. windows, doors, ceiling, square meters, running meters etc.).

The Beneficiary and Partners must own the land and/or buildings where the infrastructure works are to take place. Alternatively, the Beneficiary and Partners should prove their right to use the land or buildings according to the national acts of law.

**NB! Investment (infrastructure) activities can be financed only in the core cooperation areas, as indicated in the Introduction and Chapter 2.7 of the Lithuania-Poland-Russia Cross-border Co-operation Programme 2007-2013 Operational Programme.**

Investments co-financed under the Programme should be aimed at public use and should be easily accessible.

Technical supervision and similar costs can be indicated in this heading as well.

3.3.7. Budget heading 7: Other

All other costs which are related to reaching the project objectives, not included under other budget headings but nevertheless necessary for the implementation of the project, may be included under this heading. The costs shall be properly specified and proven by the supporting documents.

3.3.8. Budget heading 9: Provision for contingency reserve

A contingency reserve not exceeding 5% of the total direct eligible costs may be included into the project budget.

**NB! The contingency reserve can only be used in case if unforeseen circumstances arise and only with prior approval of the JMA, granted in written.**
3.3.9. Budget heading 11: Administrative costs

The Beneficiaries and Partners can use up to 7% of the total direct eligible costs (budget headings from 1 to 7 + the Provision for Contingency Reserve (budget heading 9)) for indirect administrative costs (budget heading 11).

These costs are related to office running for the purposes of the project (electricity, heating, consumables, internet, etc.). The indirect administrative costs are only eligible if they do not include costs assigned to other budget headings.

The fixed flat rate can be applied, which does not need to be supported by accounting documents. However, appropriate clarifications (e.g. applied methodology, list of expenditures) are required. The purpose of this check is to ensure that the flat rate requested by the Beneficiary / Partner is consistent/proportional with the nature or volume of costs/activities allocated as direct costs in the budget; and that administrative costs are not budgeted twice i.e. both as direct costs and as administrative costs. Once the percentage has been agreed, Beneficiary / Partners are not required to provide any supporting documents during the project implementation.

**NB!** Should the total direct eligible costs of the project be reduced, so will the indirect administrative costs (if foreseen as maximum 7 %) be proportionally reduced to the rate set in the Application Form, when signing the Grant Contract.

4. PAYMENT SCHEME AND REPORTING

The EU co-finances up to 90% of the total eligible costs of the project. The payments for the Beneficiary in euro (EUR) are made by the JMA.

The Beneficiary must transfer without delay the corresponding amounts of the grant to its Partners, as stipulated in the Partnership agreement. The exchange rate risk is borne by the Beneficiary and / or Partners.

**NB!** The amount of the EU co-financing cannot be increased due to increased project expenditure. Also, the share of the EU co-financing of the project must stay the same during entire lifecycle of the project (90 % at maximum).

**E.g.:** The initial project application foresees 277,778.00 EUR as total eligible costs of the project and the maximum EU grant amount is 250,000.00 EUR (90 %). If the total eligible project expenditures increase to 281,436.00 EUR, the maximum grant amount must still remain 250,000.00 EUR.

On the other hand, if the actual total eligible expenditure is less than planned, e.g. 242,371.00 EUR, the maximum grant amount will be proportionately deducted to 218,134.00 EUR (90 % of 242,371.00 EUR).

4.1. Payment options

The provisions for payments of the EU grant to the Beneficiary are set in the Articles 3 and 4 of the Special Conditions of the Grant Contract. Each Beneficiary is free to choose one of the payment options provided before signing the Grant Contract.

4.1.1. Option 1 (pre-financing):

- Option 1a. The grant is paid in the following instalments: 30 % + 40 % + 30 %
Option 1b. The grant is paid in the following instalments: 30% + 30% + 30% + 10%.

The first two payments (30% + 40%) – option 1a – or three payments (30%+30%+30%) – option 1b – are considered as pre-financing and the final balance payment (provisionally - 30% or 10%) is due after the final report is approved.

E.g., if the total project budget is 1,000,000.00 EUR, the EU grant amount is 900,000.00 EUR or 90% of the total budget, then these following payment schemes of the grant are possible:

| Option 1a: 270,000.00 EUR + 360,000.00 EUR + 270,000.00 EUR (total grant 900,000.00 EUR) |

<table>
<thead>
<tr>
<th>Total project costs</th>
<th>ENPI CBC grant</th>
<th>Expenditures forecast</th>
<th>Payments forecast 900,000.00 EUR (90% of total costs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,000,000.00 EUR</td>
<td>30% ENPI grant</td>
<td>Beneficiary requests the pre-financing payment (0 EUR spent of eligible expenditures)</td>
<td>1st pre-financing payment 270,000.00 EUR received by Beneficiary (= 900,000.00 * 30%)</td>
</tr>
<tr>
<td>Forecast second pre-financing</td>
<td>40% ENPI grant</td>
<td>Beneficiary declares 250,000.00 EUR of project eligible expenditures (25,000.00 EUR own and partners contribution and 225,000.00 EUR ENPI grant)</td>
<td>Interim payment Condition is fulfilled: 225,000.00 EUR &gt; 189,000.00 EUR (= 270,000.00 * 70%) 360,000.00 EUR received by Beneficiary (= 900,000.00 * 40%)</td>
</tr>
<tr>
<td>Forecast final payment</td>
<td>30% ENPI grant</td>
<td>Beneficiary declares rest of eligible expenditures, total 1,000,000.00 EUR (100,000.00 EUR own and partners contribution and 900,000.00 EUR ENPI grant)</td>
<td>Final payment After project completion (100% of total eligible costs spent) 270,000.00 EUR received by Beneficiary (=900,000.00 * 30%)</td>
</tr>
</tbody>
</table>

Option 1b: 270,000.00 EUR + 270,000.00 EUR +270,000.00 EUR + 90,000.00 EUR (total grant 900,000.00 EUR)
The first pre-financing instalments (options 1a and 1b) are paid within 45 days as from the date of reception by the JMA of the signed Grant Contract and request for payment (Annex V to the Grant Contract) and financial guarantee, if applicable.

The next pre-financing may only be paid if the part of the expenditure actually incurred stands at 70 % of the last payment and at 100 % of any previous payments.

When at least 210,000.00 EUR is spent and reported (189,000.00 EUR (70 % from 270,000.00 EUR, the first EU pre-financing), plus 10 % co-financing of the Beneficiary and Partner(s)), the second request for payment can be prepared and submitted (together with required documents). If all reporting costs are accepted as eligible then next (second) payment of 360,000.00 EUR (option 1a) or 270,000.00 EUR (option 1b) is transferred.

Where the reported sum of the previous pre-financing is less than 70%, the amount of the new pre-financing payment shall be reduced by the unused amounts of the previous pre-financing payment.

<table>
<thead>
<tr>
<th>Total project costs 1,000,000.00 EUR</th>
<th>ENPI CBC grant</th>
<th>Expenditures forecast</th>
<th>Payments forecast 900,000.00 EUR (90% of total costs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>First instalment</td>
<td>30% ENPI grant</td>
<td>Beneficiary requests for pre-financing payment (0 EUR spent of eligible expenditures)</td>
<td>1st pre-financing payment 270,000.00 EUR received by Beneficiary (= 900,000.00 * 30%)</td>
</tr>
<tr>
<td>Forecast second pre-financing</td>
<td>30% ENPI grant</td>
<td>Beneficiary declares 250,000.00 EUR of project eligible expenditures (25,000.00 EUR partners’ contribution and 225,000.00 EUR ENPI grant)</td>
<td>Interim payment Condition is fulfilled: 225,000.00 EUR &gt; 189,000.00 EUR (= 270,000.00 *70%) 270,000.00 EUR received by Beneficiary (= 900,000.00 * 30%)</td>
</tr>
<tr>
<td>Forecast third pre-financing</td>
<td>30% ENPI grant</td>
<td>Beneficiary declares 600,000.00 EUR of project eligible expenditures (60,000.00 EUR partners’ contribution and 540,000.00 EUR ENPI grant)</td>
<td>Interim payment Condition is fulfilled: 540,000.00 EUR &gt; 459,000.00 EUR (= 270,000.00<em>100% + 270,000.00</em>70%) 270,000.00 EUR received by Beneficiary (= 900,000.00 * 30%)</td>
</tr>
<tr>
<td>Forecast final payment</td>
<td>10% ENPI grant</td>
<td>Beneficiary declares rest of eligible expenditures, total 1,000,000.00 EUR (100,000.00 EUR partners’ contribution and 900,000.00 EUR ENPI grant)</td>
<td>Final payment After project completion (100% of total eligible costs spent) 90,000.00 EUR received by Beneficiary (=900,000.00*10%)</td>
</tr>
</tbody>
</table>
Pre-financing instalments are to be paid within 45 days as from the date of **approval** of the interim report by the JMA.

**NB! Keep your accounts up to date so you will know when you reach thresholds for interim reports.**

### 4.1.2. Option 2 (reimbursement of costs incurred):

- **Option 2a.** The grant is paid at once after the approval of the final report. When choosing this option the Beneficiary and Partners are supposed to spend their own funds and get them reimbursed at the end of the project.

- **Option 2b.** The grant is paid after approval of interim reports. Reporting periods and schedule of submission of reports is foreseen in the Article 4.3 of the Special Conditions of the Grant Contract. The Beneficiary agrees the reporting deadlines with the JMA / JTS and follows the agreed deadlines. When choosing this option the Beneficiary and Partners are supposed to spend their own funds and get them reimbursed during the implementation period and at the end of the project.

### 4.2. Request for payment

A request for payment is submitted when asking for the pre-financing payment and must follow the model form of Annex V to the Grant Contract. It has to be submitted together with the Interim Report when asking for the second (Option 1a and Option 1b) and for the third (Option 1b) pre-financing payment.

The last request for payment for the balance payment of the grant has to be submitted together with the Final Report. The final instalment (balance payment) is to be paid within 45 days after the date of approval of the Final Report of the project.

**NB! For Beneficiaries/Partners it is very important to plan the financial flows carefully in order to ensure non-interruptible implementation of the Project during the period when the preparation of Report starts until the next pre-financing or balance payment is received from the JMA. It is important to be aware that this period could take up to 4-6 months and the implementation of the Project should be ensured by Beneficiary’s/Partners’ own resources. It is highly recommended to plan additional financial resources to finance the activities between the payments made by the JMA and at the conclusion stage of the project.**

### 4.3. Reporting: reports, deadlines, requirements, supporting documents

The Beneficiaries are obliged to report on project activities by the provisions of the Article 2 of the General Conditions of the Grant Contract.

The reports should be submitted to the JTS in 2 originals and 1 copy of supporting documents, with cover letter (letter of endorsement). In case of 4-months narrative report only one original and e-version should be submitted with cover letter (letter of endorsement). The Beneficiary is solely responsible for preparation and timely submission of the reports. The reports must cover the entire project and activities of all Partners.

The reports should be completed using computer, in English. The JTS will reject any incomplete, incorrectly completed or hand-written reports.

All reporting forms can be found on the Programme website [www.lt-pl-ru.eu](http://www.lt-pl-ru.eu).
Only the model forms included in the annexes of the Grant Contract may be used. The 3 types of reports are to be prepared and submitted:

- 4-months Narrative Reports;
- Interim Reports;
- Final Reports.

The following example for numbering structure shall be used for numbering of Requests for Payments, Reports and amendments to Grant Contracts:

- The Grant Contract number: ILPR.01.01-22-012/10-00;
- The first Request for Payment shall have the number: ILPR.01.01-22-012/10-00/01;
- The first Financial Report shall have the number: ILPR.01.01-22-012/10-01/R.

In case the Grant Contract is amended, the Grant Contract number after the 1st amendment becomes: ILPR.01.01-22-012/10-01. However, an amendment of the Grant Contract will affect only the numbering of the Requests for Payment. Therefore:

- the second Request for Payment (after the 1st amendment) shall be numbered: ILPR.01.01-22-012/10-01/02;
- the second Report (after amendment) shall be numbered: ILPR.01.01-22-012/10-02/R.

In case of 4-months Narrative Reports, the following numeration shall be used:

- the first 4-months Narrative Report shall be numbered: ILPR.01.01-22-012/10-01/NR;
- the second 4-months Narrative Report shall be numbered: ILPR.01.01-22-012/10-02/NR etc.

**NB! Although it is the Beneficiary who has the contractual obligation to timely submit reports, all Partners must contribute to reporting. It is worth including this clause into the Partnership agreement.**

Try to fill in the reporting forms at the beginning of the project implementation, so you will understand which information you must collect. Begin to collect and manage all the project documentation from the beginning of the project in order to facilitate the preparation of the report. Keep your accounts up to date so you will know when you reach thresholds.

**4.4. Interest and revenue**

The interest gained on the project bank account cannot be treated as revenue of the project but should be clearly identified in the project accounting and reporting. The interest from pre-financing (total sum):

- below 250,000.00 EUR - shall not be due to the JMA and may be used by the Beneficiary for the implementation of the project;
- above 250,000.00 EUR - shall be assigned to the project and deducted from the payment of the balance and the amount of the Grant will be accordingly reduced.
The mentioned rules are described in the Article 22 of ENPI Regulation (1638/2006) and the Article 15.12 of the General Conditions to the Grant Contract.

The project may have **direct revenue**, such as, for example:

- registration fees for a conference;
- renting of office space in an incubator for entrepreneurs;
- sale of software licenses for an application jointly developed by the project;
- sale of publications.

In this case these revenues reduce the final amount of Grant to be paid to the Beneficiary.

### 4.5. 4-months Narrative Report

4-months Narrative Report consists only of narrative part and must be submitted to the JTS. In addition, the worksheet A-1 (Action indicators) of the Financial Report (Annex VI) and the Letter of Endorsement (Annex D to Interim and Final reports) should be annexed. The report should be submitted not later than 21 calendar days after the end of each reporting period.

If there is an overlap between the dates when the 4-months Narrative Report and the Interim Report or the Final Report is due of not more than 2 months, only the Interim or the Final report has to be submitted (see example below). It means that in case the reporting period of Interim or Final Report ends no later than two months after the 4-months Narrative Report is due, submission of the 4-months Narrative Report can be skipped. The Beneficiary shall inform the JTS in advance about the overlapping of reports.

<table>
<thead>
<tr>
<th>Type of report</th>
<th>Start of the project</th>
<th>Reporting period</th>
<th>Date of submitting report to JTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interim report</td>
<td>3.09.2012</td>
<td>E.g. 3.09.2012 – 15.02.2013</td>
<td>To be prepared when at least 70% of grant is spent and to be submitted to the JTS as soon as possible</td>
</tr>
</tbody>
</table>

### 4.6. Interim Report

For payment options 1a and 1b Interim reports must be submitted with the request for payment of the next pre-financing.

If the Beneficiary chooses the option 2a for the payment arrangements of the Grant, no Interim reports have to be submitted. If the Beneficiary chooses the option 2b for the payment arrangements of the Grant, the submission deadlines of Interim reports are individually agreed between the Beneficiary and the JTS and are set in the Article 4.3 of Special Conditions of the Grant Contract.

The Interim Report consists of the narrative and financial parts (Annex VI to the Grant Contract) and several annexes.
4.7. Final Report

The Final Report must be submitted within three months after the end of the Project. It consists of narrative and financial part (model form Annex VI to the Grant Contract), and annexes:

<table>
<thead>
<tr>
<th>Annex</th>
<th>Interim Report</th>
<th>Final Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annex V</td>
<td>Request for payment</td>
<td>Request for payment</td>
</tr>
<tr>
<td>Annex VI A-1</td>
<td>Action indicators</td>
<td>Action indicators</td>
</tr>
<tr>
<td>Annex VI A-2</td>
<td>Sources of funding</td>
<td>Sources of funding</td>
</tr>
<tr>
<td>Annex VI A-3</td>
<td>Eligible costs of the Action</td>
<td>Eligible costs of the Action</td>
</tr>
<tr>
<td>Annex VI A-4</td>
<td>Forecast timetable of action payments</td>
<td></td>
</tr>
<tr>
<td>Annex VI A-5</td>
<td>Interim financial report</td>
<td>Final financial report</td>
</tr>
<tr>
<td>Annex VI A-6</td>
<td>Summary of Timesheets on the Action</td>
<td>Summary of Timesheets on the Action</td>
</tr>
<tr>
<td>Annex VI A-7</td>
<td>Summary of Per diems on the Action</td>
<td>Summary of Per diems on the Action</td>
</tr>
<tr>
<td>Annex VI A-8</td>
<td>Forecast Budget and follow-up</td>
<td></td>
</tr>
<tr>
<td>Annex VI A-9</td>
<td>List of expenditures</td>
<td>List of expenditures</td>
</tr>
<tr>
<td>Annex VI D</td>
<td>Letter of endorsement</td>
<td>Letter of endorsement</td>
</tr>
<tr>
<td>Annex VII, Annexes/Attachments 3A &amp; 3B</td>
<td>Expenditure certifications</td>
<td>Expenditure verifications</td>
</tr>
<tr>
<td>Other supporting documents</td>
<td>Copies of the Timesheets</td>
<td>Copies of the Timesheets</td>
</tr>
<tr>
<td></td>
<td>Copies of the supporting documents (contracts, subcontracts, contract with auditor etc.)</td>
<td>Copies of the supporting documents (contracts, subcontracts, contract with auditor etc.)</td>
</tr>
<tr>
<td></td>
<td>Tender documentation, if applicable</td>
<td>Tender documentation, if appropriate</td>
</tr>
<tr>
<td></td>
<td>Copies of the invoices and supporting documents</td>
<td>Copies of the invoices and supporting documents</td>
</tr>
<tr>
<td></td>
<td>Certificates of origin, if applicable</td>
<td>Certificates of origin, if appropriate</td>
</tr>
<tr>
<td></td>
<td>Copies of studies, documentation produced for seminars, meetings and publication purposes</td>
<td>Copies of studies, documentation produced for seminars, meetings and publication purposes</td>
</tr>
<tr>
<td></td>
<td>Copy(ies) of Certificate of provisional acceptance, if any, of works and/or supplies</td>
<td>Copy(ies) of Certificate of final acceptance of works and/or supplies</td>
</tr>
<tr>
<td></td>
<td>Photo documentation of the Action, articles in newspapers or Internet etc.</td>
<td>Photo documentation of the Action, articles in newspapers or Internet etc.</td>
</tr>
</tbody>
</table>

The official rate of EUR, which must be applied when implementing the project, can be found here: [http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm)
When submitting the reports, the average EUR rate must be used.

E.g.: The monthly rates are:

- July 2011: 1 EUR is equal to 3.9987 PLN
- August 2011: 1 EUR is equal to 4.015 PLN
- September 2011: 1 EUR is equal to 4.1579 PLN
- October 2011: 1 EUR is equal to 4.4377 PLN

The average shall be counted as follows: \( \frac{3.9987 + 4.0150 + 4.1579 + 4.4377}{4} = 4.1523 \) PLN. Afterwards amount of every invoice is divided by this average: e.g. 100 PLN / 4.1523, the result in local currency shall be rounded till the hundredth part (two numbers after comma) – 24.08 EUR. This amount appears in the financial report.

4.8. Expenditure verification

When signing the Grant Contract with the JMA the Beneficiary has to indicate the name of the auditor or audit company which shall prepare the consolidated expenditure verification (audit) report.

If it is unknown at the moment of the Contract signing, the Beneficiary should inform the JMA via JTS within 10 working days after the selection procedures are concluded.

The Beneficiary and Partners may have different auditors. The Beneficiary may also purchase audit services for the entire project.

A consolidated expenditure verification report must be submitted:

- with each request for pre-financing payment, except for the first one;
- with the Interim Reports, if the grant payment option 2b has been chosen;
- with the Final report.

The Beneficiary must submit the consolidated expenditure verification report ‘Report of checking of the Compilation of a Consolidated Financial Report’, accompanied by the partner expenditure verification reports ‘Report of Expenditure Verification of a Grant Contract External Actions of the European Community (Report of Factual Findings)’ as annexes. The report must be prepared according to the requirements set in the Annex VII to the Grant Contract, conform to the model form (Annex 3B of the Annex VII to the Grant Contract) and be signed by the auditor and the head of institution. The report must cover all expenditures, which were not included in the previous expenditure verification reports.

NB! The expenditure verification report submitted together with the Final Report covers the expenditures incurred from the end date of previous reporting period, not the expenditures during the entire project implementation period.

5. MONITORING AND EVALUATION

The JTS and the JMA execute the project monitoring based on the 4-months narrative and Interim reports and during the on-spot visits, external audit or the verification made by other institutions.

The JTS may carry out the interim and ex-post evaluation or monitoring of the projects, therefore the Beneficiary must provide all the information necessary for that evaluation or
monitoring. The JTS and JMA can request additional information at any time and the Beneficiary must submit this information within 30 days or another indicated deadline.

The European Commission, JMA, JTS, JTS Branch Offices, and other authorised institutions may conduct the on-spot checks of the project.

Project documents must be kept at least for 7 years after the final payment.

6. PROCUREMENT IN PROJECTS

The Article 7.3 of the Special Conditions of the Grant Contract state that the sub-contracting for the implementation of the projects must be in compliance with the relevant national public procurement law depending on the country of the Beneficiary/Partner launching the procurement procedure. In addition to that, the PRAG rules on procurement must be respected. The rules on procurement under PRAG are set in the Annex IV to the Grant Contract.

The Beneficiaries and Partners can, when executing public procurement, use national public procurement rules of nationality and origin, if two conditions are fulfilled simultaneously:

- These national rules do not restrict the conditions of nationality and origin as defined in article 21.6 of the ENPI Regulation (EC) No1638/2006 in connection with articles 21.1, 21.2 and 21.3 of the ENPI Regulation (EC) No1638/2006;
- The project in question is co-financed by a public entity in an EU Member State.

As regards procurement conducted in Russian Federation, aforementioned exemption can be applied on condition that Russian public procurement rules equate with those used in European Union countries and project in question is co-financed by a public entity coming from an EU Member State.

If the abovementioned conditions are fulfilled by the Beneficiary or any partner within the project, the ENTIRE project can be exempted from requirements related to the rules of nationality and origin, as they are stated in the Annex IV to the Grant Contract.

Please note, that the JMA should be able to obtain evidence of this co-financing.

Below provided information regarding rules of Nationality and Origin (chapters 6.1 and 6.2) is applicable for the Beneficiaries and partners, in which there is no public co-financing from an EU Member State, therefore they should apply the rules stated in article 21 of the Regulation (EC) No1638/2006.

6.1. Rule of Nationality

Participation in tender procedures is open on equal terms only to all natural and legal persons of the countries listed in PRAG Annex A2:

| 27 EU Member states | Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom |
### ENPI countries:
Algeria, Armenia, Azerbaijan, Belarus, Egypt, Georgia, Israel, Jordan, Lebanon, Libya, Moldova, Morocco, Palestinian Authority of the West Bank and Gaza Strip, Russian Federation, Syria, Tunisia, Ukraine

### IPA countries:
Croatia, The former Yugoslav Republic of Macedonia, Turkey, Albania, Bosnia, Montenegro, Serbia, including Kosovo

### EEA countries:
Iceland, Liechtenstein, Norway

The tenderers taking part in the tender must indicate the country of which they are nationals by presenting the usual proof of nationality under their national legislation. This rule does not apply to the experts proposed by the service providers taking part in tender procedures.

**6.2. Rule of Origin**

All supplies purchased under the Grant Contract must have originated only from EU Member State or ENPI, Instrument for Pre-accession Assistance (IPA), European Economic Area (EEA) country (the list is provided in PRAG Annex A2 (list above).

The requirement includes the materials used for construction. However, it does not apply to the equipment the contractor is using during the construction.


The Beneficiaries and Partners must include the requirement to the participants of any tender under the Grant Contracts of the Programme to present a declaration that their offer (services, works and supplies) complies with the rules of nationality and origin.

The contractors must present the proof of origin (certificate of origin) for equipment and vehicles of a unit cost on purchase of more than 5,000.00 EUR no later than the first invoice is presented, as set in Annex IV of the Grant Contract. The certificate of origin must be issued by the competent authorities (usually Chamber of Commerce) of the country of origin of the supplies and must comply with the rules laid down by the EU Customs Code. The equipment and vehicles of a unit cost on purchase of less than 5,000.00 EUR must also comply with the rules of origin. The suppliers should provide a declaration.

The rules of nationality and origin can under no circumstance be neglected just because goods or services of ineligible origin or nationality are cheaper than the EU or local goods or services. The same procurement requirements apply for long-term rent of equipment as for the purchase.

Exceptions from rules of nationality and origin may be justified by:
- unavailability of products and services in the markets of the countries concerned;
- reasons of extreme urgency;
- if these rules were to make the realisation of a project impossible or exceedingly difficult.

**NB!** Exceptions may be applied only after having received the written derogation requested from the JMA.
While asking for derogation, explore the market in advance, because the approval of the derogation may take some time. Add to the request any of these documents:

- supporting documents, showing that market research is done (at least 3 suppliers are interviewed and 3 negative responses are received);
- supporting documents, showing that public procurement procedures were unsuccessful, because there are no such goods or services in the market;
- approval of the respective international association, that there are no such goods or services in the market.

6.3. Evaluation of tenders

The award criterion that should be used when procuring services, supplies or works within the framework of the Grant Contract is “the most economically advantageous offer” (best quality price ratio) as mentioned in the general principles of Annex IV.

This is nevertheless not in contradiction with the use of the award criterion “price” for services, supplies and works: in this system, the required level of quality is defined from the beginning in the tender documents (minimum technical requirements). Any offer matching these technical requirements is considered as meeting the best quality requirements. In such case, choosing the lowest price can be considered as a kind of “best value for money”. But it must be clear that, having chosen that system for a tender, no possibility exists anymore to select, amongst the offers matching the minimum technical requirements, an offer that would propose better equipment but with a price higher than other offers.

6.4. National procurement rules for Beneficiaries and Partners from Lithuania

The Lithuanian Beneficiaries and Partners, who are contracting authorities (in Lithuanian - perkančiosios organizacijos) as set in the Lithuanian Law on Public Procurement (further on – LPP), must conduct all the procurements of the project in line with the LPP. The Lithuanian Beneficiaries and Partners can be the contracting authorities (as set by LPP, article 4) if they are:

- any state or local authority (or its association);
- any public or private legal person (or it’s association) if all or part of its activities is intended for meeting the needs of general interest and meets at least one of the following conditions:
  - the activities thereof are financed by more than 50 % from state or municipal budget resources or from the resources of other public or private legal persons specified in LPP (including the EU funds);
  - it is subject to management (supervision) by the state or local authorities, or other public or private legal persons specified in LPP;
  - it has an administrative, management or supervisory body, more than half of whose members are appointed by the state or local authorities or by public or private legal persons specified in LPP.

**NB! It is important to assess, whether an organisation will not have to register as contracting authority, after it has been allocated the EU grant.**
The Lithuanian Beneficiaries and Partners, who are not subjects of LPP, execute their procurement under the “Rules for Procurements for the Projects Financed by European Neighbourhood and Partnership Instrument Cross-border Cooperation Programmes of 2007-2013 European Union Financial Period, Carried out by Lithuanian Companies, Institutions and Organisations, that are not Contracting Authorities According to the Law on Public Procurement”, the document approved by the Order of the Minister of the Interior of 25 March 2010 No. 1V-176.

The type of procurement procedure must be selected by the value of intended public contract (international, simplified, low value).

The value of intended public contract is calculated without VAT. The value of public supply contracts must be estimated at the beginning of the procurement procedure. If an organisation purchases certain goods and services several times per year, the value of the planned similar contracts per year must be summed up. If an organisation purchases a set of works for one object, the value of the planned work contracts for this object must be summed up.

The value of the intended public contracts for supplies or services shall be calculated applying the methods of calculating the contract value of supplies or services approved by the Public Procurement Office 26.02.2003 order No. 1S-26.

<table>
<thead>
<tr>
<th>Procurement procedure</th>
<th>Threshold in EUR</th>
<th>Threshold in LTL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Thresholds for International procurement procedures</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supplies and services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organisations belonging to the central state administration system</td>
<td>≥ 130,000.00</td>
<td>≥ 448,864.00</td>
</tr>
<tr>
<td>Supplies and services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organisations not belonging to the central state administration system</td>
<td>≥ 200,000.00</td>
<td>≥ 690,560.00</td>
</tr>
<tr>
<td>Works</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>≥ 5,000,000.00</td>
<td>≥ 17,264,000.00</td>
</tr>
<tr>
<td><strong>Simplified procurement procedures</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supplies and services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organisations belonging to the central state administration system</td>
<td>&lt; 130,000.00</td>
<td>&lt; 448,864.00</td>
</tr>
<tr>
<td>Supplies and services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organisations not belonging to the central state administration system</td>
<td>&lt; 200,000.00</td>
<td>&lt; 690,560.00</td>
</tr>
<tr>
<td>Works</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>&lt; 5,000,000.00</td>
<td>&lt; 17,264,000.00</td>
</tr>
<tr>
<td>Low value purchases of supplies and services</td>
<td>&lt; 28,962.00</td>
<td>&lt; 100,000.00</td>
</tr>
<tr>
<td>Low value purchases of works</td>
<td>&lt; 144,810.00</td>
<td>&lt; 500,000.00</td>
</tr>
</tbody>
</table>
NB! The values of the international thresholds in the table are subject to change regularly; before starting the procurement it is necessary to check the values at the website of the Lithuanian Central Public Procurement System at:
https://pirkimai.eviesiejipirkimai.lt/login.asp?B=PPO&target=&timeout

6.5. National procurement rules for Beneficiaries and Partners from Poland

The Polish Beneficiaries and Partners should conduct all procurements of the project in line with the Polish Public Procurement Law (Act of 29 January 2004). In addition, the requirements ensuing from Regulation (EC) No 1638/2006 of the European Parliament and of the Council of 24 October 2006 laying down general provisions establishing a European Neighbourhood and Partnership Instrument should be directly applied by Beneficiaries and Partners coming from Member States, that is also from Poland, i.e., Rule of Nationality, Rule of Origin and Evaluation of tenders, which were described in this Manual.

Entities which are not obliged to use those procedures have to follow provision of Annex IV to the Special Conditions.

In article 4 of this Act is described subject exclusion of using this Act, i.e. public procurement below 14,000.00 EUR. Nevertheless in all situations Polish Beneficiaries / Partners should use best international practice in these cases and should follow internal regulation of institution. The principles of transparency and fair competition for potential contractors should be observed and any conflicts of interest should be avoided.

The type of procurement procedure must be selected by the value of intended public contract according to provisions of Regulation of the Prime Minister of 16 December 2011 on the average exchange rate of Polish zloty against Euro being the basis for converting the value of public contracts (Journal of Laws Dz.U. 2011 No. 282 item 1650).

EU thresholds are defined by Regulation of The Prime Minister of 16 December 2011 on the value threshold of contracts and design contests which imposes an obligation of dispatching the notices to the Office for Official Publications of the European Communities.

NB! The value of intended public contract is calculated without VAT. The contract value shall be calculated not earlier than 3 months prior to the date of the start of a contract award procedure where the object of the contract covers supplies or services and not earlier than 6 months prior to the date of the start of a contract award procedure in the case of works. If the circumstances having influence on the calculation of the contract have changed after that calculation was made, the awarding entity shall make a change in the calculation prior to the start of the award procedure.

NB! If an organisation purchases certain goods and services several times per year, the value of the planned similar contracts per year must be summed up.
### Procurement procedure

#### Thresholds for International procurement procedures

<table>
<thead>
<tr>
<th>Supplies and services</th>
<th>Threshold in EUR</th>
<th>Threshold in PLN</th>
</tr>
</thead>
<tbody>
<tr>
<td>For contracts awarded by contracting with the public sector, as defined in the Public Finance Act, with the exception of public schools, state cultural institutions, national film institutions, local government units and their associations, public sector entities for which the founding body or regulatory authority is local government unit, as well as being provided by the contracting state organisational units without legal personality</td>
<td>≥ 130,000.00</td>
<td>≥ 522,548.00</td>
</tr>
<tr>
<td>Supplies and services</td>
<td>≥ 200,000.00</td>
<td>≥ 803,920.00</td>
</tr>
<tr>
<td>Supplies and services</td>
<td>≥ 400,000.00</td>
<td>≥ 1,607,840.00</td>
</tr>
<tr>
<td>Works</td>
<td>≥ 5,000,000.00</td>
<td>≥ 20,098,000.00</td>
</tr>
</tbody>
</table>

#### Thresholds for national procurement procedures

<table>
<thead>
<tr>
<th>Supplies and services</th>
<th>Threshold in EUR</th>
<th>Threshold in PLN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organisations belonging to the central state administration system</td>
<td>14,000.00 &lt; 130,000.00</td>
<td>56,274.40 &lt; 522,548.00</td>
</tr>
<tr>
<td>Supplies and services</td>
<td>14,000.00 &lt; 200,000.00</td>
<td>56,274.40 &lt; 803,920.00</td>
</tr>
<tr>
<td>Works</td>
<td>14,000.00 &lt; 5,000,000.00</td>
<td>56,274.40 &lt; 20,098,000.00</td>
</tr>
</tbody>
</table>

#### 6.6. National procurement rules for Beneficiaries and Partners from Russia

The Article 4, point 8 of the Financing Agreement stipulates that the procurement procedures carried out on the territory of the Russian Federation by the Russian public entities are regulated by the national legislation of the Russian Federation specifically the Federal Law No 94-FZ of the 21st of July 2005 “On State Procurement for goods, works and services for state and municipal needs” as amended on 20.07.2012 ([http://www.gov-zakupki.ru/files/94-FZ.doc](http://www.gov-zakupki.ru/files/94-FZ.doc)). These procedures encompass the rules of origin and nationality, since no procurement could be done without taking these rules into account.
The Beneficiaries and Partners from the Russian Federation that are not public entities, must follow the Annex IV to the Grant Contract. It is also recommended to use PRAG (Chapters II to V and the templates provided there) as a model of “best international practice” (as set in the Article 3 of Annex IV to the Grant Contract).

The Federal Law N 94-FZ requires all federal, regional and municipal government actors to publish all information about the government tenders, auctions and other purchase procedures on public government websites e.g. [http://zakupki.gov.ru/wps/portal/base/topmain/home](http://zakupki.gov.ru/wps/portal/base/topmain/home). The contracts of all online procurement projects must be concluded in electronic form and registered in the online federal register of state and municipal contracts on the abovementioned site.

The law also specifies that the Russian public entities use national money thresholds (contract price) which are not in contradiction with the general thresholds stated in Annex IV to the Grant Contract.

### Procurement procedure

<table>
<thead>
<tr>
<th>Procurement procedure</th>
<th>Threshold in RUR</th>
<th>Threshold in EUR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single source purchase with price monitoring</td>
<td>&lt; 100,000.00</td>
<td>&lt; 2,500.00</td>
</tr>
<tr>
<td>Request for proposals</td>
<td>&lt; 500,000.00</td>
<td>&lt; 12,500.00</td>
</tr>
<tr>
<td>Open tender, restricted tender, auction in electronic form, open request for quotation</td>
<td>&gt; 500,000.00</td>
<td>&gt; 12,500.00</td>
</tr>
</tbody>
</table>

The procurement announcements for contracts, which exceed the threshold of 100,000.00 RUR (about 2,500.00 EUR) should be published on authorised website: [http://zakupki.gov.ru/wps/portal/base/topmain/home](http://zakupki.gov.ru/wps/portal/base/topmain/home) or the official paper which is also published on the internet. The projects are published in the forms of tenders, auctions or open requests for quotations.

### 7. AMENDMENTS OF GRANT CONTRACT

The Beneficiaries and Partners can make minor and substantial amendments, as identified in the Article 9 of the General Conditions of the Grant Contract. The type of the amendments depends on the nature and financial scope of modifications.

**NB! In order not to make mistakes, the Beneficiaries and Partners should always consult the BO experts or JTS project managers assigned to them before making any amendment to the project.**

#### 7.1. Minor amendments

The minor amendments do not affect the basic purpose of the project. Also, their financial impact is limited to a transfer between items within the same main budget heading (including cancellation or introduction of an item) or a transfer between main budget headings up to 15% of the initial amount of all the budget headings concerned. Examples of minor modifications:

- changes of address;
changes of bank account;
changes of auditor;
change of project staff and key experts;
the amendment to the Budget is limited to a transfer between items within the same main Budget Heading including cancellation or introduction of a new item (the general eligibility criteria shall be still observed and the newly introduced lines shall be strictly related to the project objectives and necessary to properly implement initial activities);
a transfer between main Budget Headings involving a variation of 15% or less of the amount originally entered (or as modified by an addendum) in relation to each concerned main heading for eligible costs.

**NB!** The initial amount means the amount set out in the Grant Contract, or fixed after the last addendum to the Grant Contract.

The Beneficiary has to inform the JTS/JMA about any minor amendment in writing in 7 working days after the amendment was introduced. In such case the Beneficiary must fill in the form 1 (general request for changes) or form 2 (information about budget reallocation in the project (up to 15% of budget lines value) with form 4 (Budget reallocation calculation table) and an updated budget.

Filled in forms in Word and Excel formats and supporting documents can be consulted with the assigned BO expert or JTS Project Manager by email beforehand and sent by email and post afterwards.

The confirmation letter from the JTS/JMA is not necessary to formalise a minor amendment, but the JTS/JMA may oppose the amendment sending the letter to the Beneficiary.

**E.g.:** The Beneficiary of the project “X and Y cooperation” wants to change the bank account.

This is a minor amendment. The Beneficiary can change the bank account and then inform the JMA/ JTS about it in 7 days. However, the JMA has the right to oppose the choice of certain banks, auditors, etc.

**E.g.:** The Beneficiary of the project “X and Y cooperation” has foreseen buying a video camera and 4 school-desks for ecological education. 500.00 EUR was allocated for the video camera and 2,000.00 EUR – for the school desks under the budget heading 3."Equipment and supplies”. Later, the Beneficiary realised that due to the Rule of Origin, the video camera will cost 1,500.00 EUR. However, the school-desks can be purchased for 1,000.00 EUR. This is a minor amendment as the money is reallocated within the budget heading (not between headings). The Beneficiary can make the amendment and inform the JTS/JMA about it in 7 days. However, the amendment should not affect the basic purpose of the project.

**NB!** The JTS or the JMA may request clarifications and even oppose the amendments.
Therefore, the Beneficiaries should be cautious before generating unforeseen expenditures.

7.2. Substantial amendments

The amendments are treated as substantial when at least one of these criteria is met:

- the amendment affects the basic purpose of the project;
- the transfer of funds between main budget headings involves a variation of more than 15% of the initial amount of all the budget headings concerned.

To make these amendments legitimate, an addendum to the Grant Contract is needed. The JMA has a right to reject addendum if it has little or no substantiation. The addendum should be signed by the Beneficiary and the JMA to be valid. It takes effect on the date, when the last contracting party signs the addendum.

The proposed changes to the contract shall be submitted to the JTS in writing. In such case the Beneficiary must fill in form 1 (general request for changes) or form 3 (request for changes above 15%) with table 4 and updated Budget/Application form/ Logical Framework in 3 copies.

Filled in forms in Word and Excel formats and supporting documents can be consulted with the assigned BO expert or JTS Project Manager by email beforehand and sent by email and post afterwards.

The proposal for amendment to the Grant Contract should be submitted by the Beneficiary to the JTS – at least one month before the date on which the amendment should enter into force.

**NB!** The modifications to the budget made by the Beneficiary and Partners are taken into account in a cumulative way. As soon as the cumulated amount of the amendments exceeds 15% of the initial amount of the respective budget heading, a substantial amendment of the Grant Contract is necessary.

8. VISIBILITY REQUIREMENTS. COMMUNICATION AND VISIBILITY PLAN

The Beneficiaries and Partners are obliged to inform the society about the achievements of their projects and about the fact that the EU co-finances their initiative. This requirement is specified in the Article 6 of the General Conditions of the Grant Contract and the Article 7 of the Special Conditions of the Grant Contract.

The core elements (to be used with every act of promotion or communication) are:

- Programme logo (and title of the Programme, where possible);
- EU logo;
- a sentence “Programme is co-financed by the European Union*” OR “Lithuania-Poland-Russia Cross-border Co-operation Programme 2007-2013 is co-financed with funds from the European Union*” (in English and national language).

*In case of Large Scale Projects co-financed from the Russian funding, the Russian contribution should be also mentioned.

**NB!** Detailed requirements about visibility and communication are provided in a separate document ‘Communication and Visibility Tutorial for Beneficiaries and Partners of
Each project must prepare a **Communication and Visibility Plan** at the starting phase of the project and get revised it by the JTS/Branch Office and approved by the JTS. The hard copy of the final version of the Communication and Visibility Plan should be sent to the JTS.

The persons working with the communication and visibility of the projects should be ambitious, creative and willing to impress, as the image that they create for their projects also influences the image of the Programme and the image of the EU. The communication persons should work in close cooperation with the JTS Project Managers, Information Officer and experts in the Branch Offices.

The Beneficiaries and Partners should send the drafts, proofs and mock-ups for the approval of the JTS/Branch Office before the production / publication of any promotional materials. Pictures of the final versions or already produced materials / publications should be sent to the JTS Information Officer.

After the production a sample or a picture of each promotional material / publication should be submitted within Interim/Final reports.