



## **Annex B.02 – Template Cooperation Agreement between the Central Finance and Contracts Unit and the Lead Institution**

### **COOPERATION AGREEMENT BETWEEN THE LEAD INSTITUTION AND THE CFCU**

#### **COOPERATION AGREEMENT**

#### **BETWEEN THE CENTRAL FINANCE AND CONTRACTS UNIT AND THE LEAD INSTITUTION**

#### **ON THE FUNCTIONS AND THE RESPONSIBILITIES OF THE OPERATING STRUCTURE**

The Central Finance and Contracts Unit (hereinafter referred to as the “**CFCU**”) on the one part,  
and  
the ... (hereinafter referred to as the “**Lead Institution**”) on the other part,  
and together, jointly referred to as “the Parties”

Whereas;

- (1) On 14 February 2002, the Government of the Republic of Turkey and the European Commission signed a **Memorandum of Understanding** on the Establishment of the Central Finance and Contracts Unit.
- (2) On 11 March 2014, the European Parliament and the Council adopted Regulation (EU) No 231/2014 establishing an instrument for pre-accession assistance (hereinafter referred to as the “**IPA Regulation**”).
- (3) On 11 March 2014, the European Parliament and the Council adopted Regulation (EU) No 236 /2014 laying down common rules and procedures for the implementation of the Union’s instruments for financing external action (hereinafter referred to as the “**Common Implementing Regulation**”).
- (4) On 2 May 2014, the European Commission adopted a Commission Implementing Regulation (EU) No 447/2014 of 2 May 2014 on the specific rules for implementing Regulation (EU) No 231/2014 of the European Parliament and of the Council establishing an Instrument for Pre-accession assistance (IPA II), (hereinafter referred to as the “**IPA II Implementing Regulation**”) setting out the applicable management and control provisions.
- (5) On 10 February 2015 the Government of the Republic of Turkey and the European Commission signed a Framework Agreement setting out the general rules for cooperation and implementation of the European Union assistance under the instrument for pre-accession assistance (IPA II), (published on 21.06.2015 dated and 29393 Official Gazette) (hereinafter referred to as “**IPA II Framework Agreement**”).
- (6) On 26 August 2014, the European Commission adopted IPA-II Indicative Strategy Paper for Turkey (2012-2020) that the line ministries that will be lead institutions (hereinafter referred to as “**Lead Institution**”) for different sectors are drawn up.



- (7) Article 10 of the IPA II Framework Agreement requires that operating structures shall be established for the implementation of the IPA II assistance in the event of indirect management.
- (8) Clause 4.1 of the Annex A to the Framework Agreement requires that operating structures shall be established within the administration of the IPA II Beneficiary Country,
- (9) On ~~048 December–October 2019~~<sup>5</sup> ~~Prime–Minister~~**Prime Minister** ~~Presidency~~'s circular was adopted (published in the Official Gazette of ~~048 December–October 2015~~<sup>9</sup> with No: ~~2955630908~~) concerning the Structure, functions and responsibilities of the institutions (including the Ministries to be undertake the responsibilities of the Lead Institutions) for the implementation of the IPA II assistance, (hereinafter referred to as "**Prime Minister**~~Presidency~~'s Circular").
- (10) Article 11 of IPA II Framework Agreement requires that the functions and the responsibilities of the operating structures shall be set out as per Annex A to the IPA II Framework Agreement.
- (11) Clause 4.3-(c) of the Annex A to the IPA II Framework Agreement requires that the arrangement between the bodies within the operating structure shall be recorded formally in writing.
- (12) Chapter II of the ~~Prime–Minister~~**Prime Minister** ~~Presidency~~'s Circular designated the Operating Structure of the ... sector (hereinafter referred Sector) as to be composed of the CFCU as the independent functioning implementing agency responsible for the tendering, contracting, payment and financial reporting and (whichever applicable: the Ministries of Interior/Justice/Energy and Natural Resources, Agriculture and Forestry and Directorate for EU Affairs) as the Lead Institution responsible for the accomplishment of the remaining functions and the responsibilities of the operating structure.
- (13) Chapter II of the ~~Prime–Minister~~**Prime Minister** ~~Presidency~~'s Circular ~~Prime–Minister's–Circular~~ requires that framework of the cooperation between the CFCU and the Lead Institutions shall be designated by agreements to be signed for each Action Document which also includes the responsibilities of the End Beneficiary.
- (14) Chapter II of the ~~Prime–Minister~~**Prime Minister** ~~Presidency~~'s Circular ~~Prime–Minister's–Circular~~ requires that the End Beneficiary's (which was may also be identified in the Action Documents) Authorized Representative's (hereinafter referred as End Beneficiary) shall be responsible from technical implementation and the sustainability of the projects and where required Lead Institutions of the annual programmes, within the frame of provisions of this Cooperation Agreement and on behalf of Operating Structures, may sign protocols (Operational Agreements) with the End Beneficiary in order to designate their role and responsibilities.

HAVE AGREED AS FOLLOWS:



### **Article 1- Purpose and Scope**

The purpose of this Agreement is to set out the determination of the functions and the responsibilities and the framework of cooperation between the bodies within the Operating Structure for the Sector under the instrument for pre-accession assistance IPA II.

### **Article 2- The structure of the Operating Structure**

- (1) The Operating Structure for the Sector under the instrument for pre-accession assistance IPA II shall be composed of the CFCU and the Lead Institution.
- (2) The CFCU, as the Implementing Agency, shall fulfil the functions and the responsibilities as defined in the Annex I of this Agreement.
- (3) The Lead Institution shall fulfil the functions and the responsibilities as defined in the Annex II of this Agreement.

### **Article 3- The Functions and the responsibilities of the Operating Structure**

- (1) The Parties, as the operating structure, based on the determination of the functions and the responsibilities under this agreement, shall be responsible for the implementation, information and visibility, monitoring and reporting of programmes, and the evaluation thereof whenever relevant, in accordance with the principle of sound financial management, and for ensuring the legality and regularity of the expenditure incurred in the implementation of the programmes under its responsibility.
- (2) The Parties shall fulfil the functions and responsibilities of the operating structures stated under Clause 4.3 (a) and (b) of the Annex A to the IPA II Framework Agreement, in compliance with this Agreement.
- (3) The CFCU, as the Implementing Agency, shall have the operational independence when fulfilling the functions and the responsibilities designated under this Agreement.
- (4) The Lead Institution shall ensure that the End Beneficiary (as defined in the [Prime Minister/Presidency's](#) Circular/Action Document) provides the initial tender documents (*i.e. Terms of Reference, Technical Specifications, Market Researches, Guidelines for Grant Applicants (grants); Description of the Action & Budget for the Action (direct grants) etc.*) in mature conditions within 6 months following the ratification of the related Financing Agreement. The Lead Institution shall also ensure that any required information and the documentation are provided thoroughly, in good quality and in a timely manner and the assigned responsibilities as set out in this Agreement are fulfilled by the End Beneficiary. In case delays for the submission of initial tender documents and/or lack of fulfilment of responsibilities as set out in this agreement are in question, the CFCU, shall assess the situation in terms of tendering and contracting and by consulting with the LI shall take an



action, and then shall officially inform National Authorizing Officer (NAO) and National IPA Coordinator (NIPAC).

- (5) The responsibilities assigned to the End Beneficiary are described in the Attachment III of this Agreement in order to provide guidance to the protocols to be signed (within the frame of provisions of this Cooperation Agreement and on behalf of Operating Structures) between the Lead Institution and the End Beneficiary in accordance with the [Prime Minister Presidency's](#) Circular, and shall under no circumstance prejudice the responsibilities of the Lead Institution as set out in this Agreement particularly in Article 3.4.
- (6) For the purposes of assigned responsibilities to the End Beneficiary, Lead Institution shall provide the signed copy of the protocol (Operational Agreement which is signed within the frame of provisions of this Cooperation Agreement and on behalf of Operating Structure) , to the CFCU.

#### **Article 4- Amendments**

This Agreement may only be amended in writing by common consent of the Parties.

#### **Article 5- Communication**

- (1) The parties, to the extent possible, shall exchange information and document by electronic means. The e-mail addresses for such communication shall be notified to the other party within 5 (five) working days following the signature of this Agreement.
- (2) The Parties shall communicate any changes of their addresses no later than within 5 (five) working days.
- (3) Where reasonably required, each party may request from the other party to submit the information and documents in writing to the address provided with the request.
- (4) Unless otherwise agreed, all communication and the documents, related to implementation of this Agreement shall be in English.
- (5) Where required, the CFCU may directly communicate with the End Beneficiary, provided that the communication is copied to the Lead Institution.

#### **Article 6- Entry into force**

This Agreement shall come into force on the date of signature of the agreement by the Lead Institution and the CFCU.

#### **Article 7- Validity and Interpretation**

- (1) The Agreement shall be executed and interpreted in accordance with the legal provisions and framework specified in the foreword of this Agreement respectively.



- (2) Unless otherwise provided, interpretation of the terms used in this Agreement shall be deemed to have the same meaning ascribed in the IPA Regulation; Common Implementing Regulation; IPA II Implementing Regulation and IPA II Framework Agreement.
- (3) If a provision of this Agreement is or becomes invalid or if this agreement contains unintentional gaps, this will not affect the validity of the other provisions of this agreement.
- (4) The parties will replace any invalid provision by a valid provision or understanding which comes as close as possible to the purpose of and intent of the invalid provision.
- (5) The Parties shall fill any unintentional gap by a provision or understanding which best suits the purpose and intent of effective functioning of the programmes under IPA II.

**Article 8- Annexes**

Annexes to this Agreement are integral part of this Agreement.

**Article-9 Dispute Settlement**

For disputes on tendering and contractual issues, the opinion of the CFCU based on the PRAG and FIDIC rules should be applied. Any other disputes between the Parties arising in connection with this Agreement or with any other related legal matter shall be settled amicably. In case of unresolved disputes, the NAO and NIPAC should be informed on the disputed matter and final decision should be taken in the joint meeting participated representatives from the Parties and the NAO/NIPAC.

**Article-10 Language of the Agreement**

The agreement is made in English.

**Signed, for and on behalf of CFCU**

in .../.../2015

by .....

**Signed, for and on behalf of ...**

in .../.../2015

by



**Phase 1 Tender Preparation (From Commission's Approval Decision of the Programme till the Publication of the Contract Notice-CN for Procurement )**

No	Activities	Timing	Template Documents
1	After receiving the Commission Approval Decision, sends LI the templates to be used for preparation of the tender related documents (e.g. Terms of Reference/Technical Specifications/Works Dossiers/Guidelines for Grant Applicants/Description of the Action & Budget for the Action)	5 working days after the NIPAC's notification	Templates of tender documents to LI/EB;
2	Reviews the tender related documents preparation plan of the LI (prepared in the line with attachment of the Agreement signed with the NAO), sends comments or consents to LI	5 working days after receiving the tender related document plan of the LI	
3	Receives and reviews the tender related documents from the LI in procedural, contractual, financial and quality terms	30 days	
4	Sends comments to LI on the tender related documents	2 working days after completion of the review	E-mail
5	For the components that CN is not published yet, informs the LI (NAO and NIPAC in Cc), the tendering procedure has been cancelled and further step will be taken unless the LI takes, in writing, the administrative and financial risks.	10 working days	
6	Submits the CN to the European Commission for publication	On time	
7	Informs LI on publication of the CN	On the same date when the publication date is received.	
8	Prepares monthly procurement plans and shares with the related parties	Within one month after the entry into force of the respective Financing Agreement	Template

**Phase 2 Tendering (From Publication of Contract Notice till the signature of the Contract)**

1	Updates monthly procurement plans and shares with the related parties	3rd day of each month	Report
2	Sends letter to LI (EB in Cc) for nomination of the Shortlist	Before 15 working dates	Official Letter/CV



	Panel/Evaluation Committee voting members	to tender opening date	template
3	Checks the composition of the Shortlist Panel/Evaluation Committee voting members, proposed by the LI and sends comments, if applicable.	3 working days after receiving the letter	
4	Appoints a non-voting chairperson and a non-voting secretary to the Shortlist Panel/Evaluation Committee from the CFCU, securing the respect of the procedures without any interference in the technical decision of the voting members;	5 working days after receiving the proposed Evaluation Committee members from the LI/EB before the opening date	
5	Communicates the clarifications/comments received from the EU on nomination of the Shortlist Panel/Evaluation Committee voting members with the LI	1 working day after the comments to the proposed Evaluation Committee voting members.	E-mail
6	Receives the questions/clarifications of the potential tenderers/applicants, reviews them and request the explanations of the EB/LI regarding the technical clarifications	2 working day after the Deadline for requesting any clarification from the CA.	E-mail
7	Submits the answers for questions/qualifications of the potential tenderers/applicants to the European Commission for approval/endorsement	On time (max days 10)	Template
8	Communicates the clarifications/comments received from the EU on the questions/clarifications of the potential tenderers/applicants with the LI/EB	As the comments are received	E-mail
9	Informs the EB (LI in Cc) on the continuous absence (minimum two days) of the Evaluation Committee Members in order to take necessary actions	On time	Official letter
10	Transmit the Evaluation reports and Award Decision to the EU for approval/endorsement	1 working day after the completion of approval stage at the CFCU and the signatures of all the voting members	Evaluation Report & Award Decision
11	Communicates the clarifications/comments received from EU with the Evaluation Committee	2 working days after the comments are received.	Evaluation Committee Meeting
12	Manages the contract signature process	After the Notification to	Contract



		the Successful Tenderer	
13	Transmit the Contract Dossier to the EU for approval/endorsement	1 working day after the completion of the task at the CFCU.	Contract
14	Communicates the clarifications/comments and any requirements/conditionality to be fulfilled by the LI received from the EU on the contract dossier with the LI	3 working days	
15	Sends the copy of the contract to the LI/EB upon the completion of the signature process	5 working days after receiving the originally signed copy.	Official Letter & Copy Contract
16	For the grants;		
	- Prepares and signs protocol to be signed with the LI regarding the recruitment of assessors;	At least 2 months before starting the evaluation processes	
	- Submits the timesheets and related documents to the LI as a basis to payments to the assessors;	15 days after the end of evaluation process	
17	For the twinning or twinning light;		
	- manages the tendering and contracting process according to the applicable rules and regulations specified in the relevant Twinning Manual;	In line with the applicable Twinning Manual	
	Provides guidance and trainings concerning the tendering and contracting of Twinning and Twinning Light Contracts, where necessary;	5 days as of notification of selection results	
	- Co-chairs the selection meeting of twinning projects;		
	- Circulation of the detailed Twinning light project fiche;	5 days following the receipt of Europeaid number of the fiche from the EUD	
	- Dispatches the proposals of the Twinning Light project to the LI;		
	- Chairs the selection meeting of Twinning Light projects;	15 days after the end date of circulation period	
- Issues the selection notification of the Twinning Light project;	15 days after the selection meeting		





- Provides assistance in drafting Twinning and Twinning Light Contract and annexes;	5 days as of notification of selection results	
- Assesses the proposed Twinning and Twinning Light contracts in procedural, contractual, financial and technical terms	Within the time limits set in the applicable Twinning Manual	
- Signs the Twinning and Twinning Light Contracts, ensuring compliance with the Commission’s binding opinion upon the relevance of the Work Plan of the Twinning project;	Within the time limits set in the applicable Twinning Manual	
- Issues notification letters for Twinning and Twinning Light contracts;	Within the time limits set in the applicable Twinning Manual	

**Phase 3 Contract Implementation (From signature of the contract till the end of disbursement deadline)**

1	Issues commencement orders and instructs the Contractor/Grant Beneficiaries regarding the contractual obligations	Within 90 days after signature of the contract as per its provision	Official Letter
2	Formalize the kick off meetings following the notification of the LI/EB	On time	
3	Receives payment requests/invoices, and checks the documents (report approval, certificate of origin documents, acceptance documents, guarantee letters etc.) related to the payment in accordance with the contract conditions	Within the period specified in the contract	
4	For the service, supply and works contracts, sends approval letters for the invoices (“Read and Approved”) to the EB (with a copy to the LI), request the prior authorization on the technical aspects from the EB (with a copy to the LI)	Within 10 working days after receiving the payment documents	Official Letter
5	Make payments to the Contractors/Grant Beneficiaries in line with the EU procedures and according to contractual provisions, subject to availability of funds (under the condition that the necessary EU/TR funds have been timely received,)	Within the period specified in the contract	
6	Carries out verification to ensure that expenditures have actually been incurred in accordance with the approvals and the payment requests/invoices (and any other documents related with the payment) submitted by the Contractors and Beneficiaries are admissible;	Within the period specified in the contract	



7	Provides and maintains an accrual based accounting and reporting system; keeps separate records for each Annual Action Programme and adequate accounting recording all payments registered by programme, project, contract, etc.; operate financial accounts with all the standard checks and reconciliations; provide a reporting system which includes information about programme, project, component and contract details, payments and payment forecasts and cost recognition.	On time	
8	Conducts monitoring visits/on-the-spot checks visits	On time (before issuance of provisional/final acceptance certificates and approval of final reports)	
9	Provides available reports/information to the NAO stated in the agreements signed with the NAO.	On time	
10	Requests recovery amounts from or finalizes payments to the Contractors/Grant Beneficiaries after the financial checks/evaluation of payment requests and related documents.	Within the period specified in the contract	
11	Limited to the assigned tasks and operations, sets up a system for timely reporting of irregularities and for effective and proportionate anti-fraud measures, taking into account the risks identified and management of such system and measures;	On time	
12	Notifies the LI from the reported irregularities (where required providing details) in a timely manner and inform the other party in a case of suspicion or irregularities occur concerning the functions and responsibilities assigned to them so that responsible party shall take necessary actions including the reporting	On time	
13	Follows-up the actions taken for the irregularities and informs the LI in a timely manner.	On time	
14	Provides a system which keeps the records of recovery requests (including irregularities) and recovered amounts from Contractors.	On time	
15	Suspends the payment where required		
16	Requests and receives the LI/EB's comments/agreement/approval to the changes/requests/experts/reports	On time	



	etc. related to the contract		
17	Manages contract changes (administrative orders; side letters /work plan; minor/major changes /addendum) and use of Incidentals and Contingency Reserves	On time (for twinning contracts 10 days for Work Plan; 20 days for Addendum)	
18	Approve the experts/reports in line with the contract provisions	On time	
19	Communicates the clarifications/comments received from EU with the LI	On time	
20	Informs the LI/EB regarding the need to complete the organising the provisional and final acceptance committee process.	On time	
21	Review the provisional and final acceptance documents and sends comments to the LI/EB, if needed.	On time	
22	Inform the EB to record the supplies into their inventory and if available, initiate the transfer agreement for vehicles.	5 working days following the issuance of Provisional Acceptance Certificate	
23	Participates management /steering committee /ad-hoc meetings regarding the implementation of the contracts;	On time	
24	Provides approval regarding the EU visibility rules in the project activities/outputs in line with the contract conditions	On time	
25	Fulfils information publicity, transparency, visibility and communication requirements (limited to the tendering/management of the contracts) for the assigned functions.	On time	
26	Provides consultation for the “Communication Plan” to be prepared by the LI to outline how information and publicity measures will be undertaken including aims and target groups, communication strategies, the budget and those responsible for the implementation.	On time	
27	For Twinning and Twinning Light;		
	- Manages the implementation process as the Contracting Authority as per the contract provisions and applicable laws and regulations specified in the relevant Twinning Manual;	Within the time limits set in the applicable Twinning Manual	



	- Provides guidance and trainings concerning the implementation of Twinning and Twinning Light Contracts, where necessary;	On time	
	- Monitors the implementation of the Twinning and Twinning Light contracts, approval of amendments, quarterly reports and final report.	Within the time limits set in the applicable Twinning Manual	
28	Set up procedures and fulfils archiving requirements in compliance with the Framework Agreement and related EU rules (where applicable).		
29	Establishes and regularly informs the Internal Audit Unit on the auditing requirements stated in the relevant agreements (framework or financing)	On time	
30	Replies, communicating with the LI, the audit findings (EC, Audit Authority, Internal Auditors, Sayıştay and others) in a timely manner and prepares an action plan to take effective actions in order to close the audit findings, and follows up the action plan.	On time	

**Phase 4 Sustainability Period (From disbursement deadline till the closure of the programme)**

1	Provides information to the LI/EB regarding the completion of the contract execution and reminds their role on sustainability.	On time	
2	Delivers all necessary information to LI requested to successfully closing the programme.	On time	
3	Request recovery amount from Contractors/Grant Beneficiaries	On time	
4	Returns the recovered/remaining amount to the NF main accounts	On time	



## ANNEX II -FUNCTIONS AND RESPONSIBILITIES OF THE LI

<b>Phase 1 Tender Preparation (From Commission's Approval Decision of the Programme till the Publication of the Contract Notice-CN for Procurement )</b>			
<b>No</b>	<b>Activities</b>	<b>Timing</b>	<b>Template Documents</b>
1	Signs Cooperation Agreements with each EBs in the action document	In three months after the Commission Approval Decision	Cooperation Agreement
2	Informs (and updates when necessary) the CFCU the names and contact information of the people in the EB responsible for the implementation of the Action Document	7 working days after signature of the agreement with EB	Official Letter
3	After receiving template tender preparation documents from the CFCU organises a training programme and shares the documents with EBs	In three months after the Commission Approval Decision	
4	Asks the EB to prepare a reasonably applicable timetable for the submission of the tender documents and where required updates the table	7 working days after signature of the agreement with EB	Template in agreement with the NAO
5	Reviews and submits the timetable for the submission of the tender documents to the CFCU and where required updates the table	10 working days	
6	Follows up the timetable and sends the timetable to NAO monthly.	In 10 working days of each months	Template in agreement with the NAO
7	Receives the tender related documents from the EB and reviews the documents according to their coherence with sector priorities.	On time	
8	Sends comments on tender/call for proposal related documents to the EB, if needed	15 working days	
9	Submits tender/call for proposal related documents to the CFCU	7 working days	
10	Submits the comments/clarifications of the CFCU to the EB	7 working days	
11	Submits the replies of the EB to the CFCU	7working days	
12	Provides necessary confirmation/consent to the final version of the tender documents including the Clarifications and Changes to the tender documents after receiving the	7 working days	



	confirmation/consent of the EB		
13	Sends warnings letters or e-mails to the End Beneficiary to provide the initial tender documents in mature conditions.	Within 6 months following the ratification of the related Financing Agreement, especially on last month.	
14	Propose amendments for the programme, if needed.	On time	

**Phase 2 Tendering (From Publication of Contract Notice till the signature of the Contract)**

1	Guides and helps the EB on selection of the Shortlist Panel/Evaluation Committee voting members	Within 2 working days after CFCU's official Letter is received	E-mail
2	Informs the EB to take necessary actions when the CFCU gives information on absence of the voting members, and makes high level meetings in case of the absence continues.	2 working days	E-mail/Official Letter
3	Asks the EB to provide necessary information concerning the Shortlist Panel/Evaluation Committee voting members received from CFCU/EU in a timely manner	When received	E-mail
4	Asks and helps the EB to provide necessary information concerning the clarifications/comments received from the prospective tenderers/applicants in a timely manner	2 working days	
5	Receives and files the signed contract.	3 working days	
6	For the grants;		
	- Ensure that the EB signs the protocol regarding the recruitment of the assessors;	In 7 days following the notification by the CFCU	
	- Ensure that the EB signs contracts with the assessors selected by the IA and in accordance with the applicable procedure;	In 7 days after communication by the CFCU	
7	For the twinning or twinning light;		
	- Signs Twinning Contracts, where required	In 7 days following the notification by CFCU	



	- Ensures that the twinning contracts are signed by the Authorized Person (if applicable) and the Project Leader	In 7 days following the notification by CFCU	
	- Ensures the proper fulfilment of tasks and responsibilities assigned to the 'Beneficiary Country' during the tendering and contracting phase in the relevant Twinning Manual.	In line with the deadlines set by the CFCU	
8	Propose amendments for the programme, if needed.	On time	

**Phase 3 Contract Implementation (From signature of the contract till the end of disbursement deadline)**

1	Ensures the EB to organise the kick off meeting and participates	On time	
2	Ask the EB to fulfil any requirement/conditionality stated in the Action Documents/Agreements and to prepare necessary conditions for the contractor stated in the Contract in a timely manner.	7 working days	
3	For service, supply and works contracts, asks and guides the EB on the timely checking and approving the invoices of the Contractor provided by the CFCU before the relevant payment is executed by the CFCU ("Read and Approved" process).	Deadline given by the CFCU	
4	For service contracts (especially in fee-based types), asks and guides the EB on the timely checking and approving the experts' timesheets submitted by the Contractor.	On time	
5	Notifies the EB to inform the CFCU in case of any ineligible amount detected or any expenditure unapproved.	On time	
6	For the service contracts, supervises the EB for checking the technical reports submitted by the Contractors and approving the reports in due time as per contract conditions.	On time	
7	For the supply contracts, supervises the EB for sending the provisional and final acceptance certificates to the CFCU	Deadline given by the CFCU considering contract conditions	
8	For works contracts, supervises the EB for sending the taking-over and performance certificates	Deadline given by the CFCU considering contract conditions	



9	For grant contracts (standard grant contracts and/or direct grant agreements with pillar assessed international organizations), supervises the EB for controlling and approving of the interim/final reports submitted by the Grant Beneficiaries in terms of compatibility of the realized activities to the description of actions	Deadline given by the CFCU considering contract conditions	
10	Fulfils the additional technical and physical checks for the actions to be implemented, where needed.	On time	
11	Controls, in a timely manner, the proper fulfilment of tasks and responsibilities assigned to the 'Beneficiary Country' during the implementation phase in the relevant Twinning Manual	On time	
12	Asks and guides EB to nominate members, to establish competent Acceptance Committees and to issue inspection and testing procedures for the provisional and final acceptances	Deadline given by the CFCU considering contract conditions	
13	Joins the acceptance committee meetings	On time	
14	After the issuance of Provisional Acceptance, asks the EB to undertaken the ownership of the equipment/supplies/buildings/plants etc. and to make necessary accounting records.	7 working days	
15	Supervises the EB during the technical management of the contracts, except standard grant contracts	On time	
16	For the grant contracts (standard grant contracts and/or direct grant agreements with pillar assessed international organizations); monitors the actions' execution through the programme priorities.	On time	
17	Notifies the CFCU/EB about the possible change needs/deficiencies on contracts.	On time	
18	Reviews and provides comments/agreement/approval to the changes/requests/experts/reports etc., where relevant, related to the contracts requested by EB or the CFCU	On time	
19	Communicates the clarifications/comments received from EU/CFCU with the EB	On time	
20	Sends NAO regularly the progress report on the implementation of actions in line with the document attached to the Agreement signed with the NAO.	Quarterly	Template
21	Organizes twice a year Sectoral Monitoring Committee (SMC) meetings to present and discuss the achievements of the OS	Semi-Annually	





22	Prepares the minutes of the SMCs	In 15 days following the SMC meeting	
23	Follows-up the fulfilment of the recommendations of the SMCs	In 15 days following the SMC meeting	
24	Monitors the programmes/contracts	On time	
25	Prepares a Communication Plan which reflects the fact that the programme targets specific geographical areas and/or target groups (as relevant) bearing in mind the different types of project promoters that have relevance for the project implementation.	On time	
26	Implements the Communication Plan in a timely manner.	On time	
27	Asks and guides EB to apply the visibility requirements.	On time	
28	Prepares the monitoring plan and carries out or participates the monitoring visits/site visits/on-the-spot checks in line with the Monitoring Plan.	On time	
29	Supervises the EB to organise management/steering committee/ad-hoc meetings regarding the implementation of the contracts/programmes	On time	
30	Participates management /steering committee /ad-hoc meetings regarding the implementation of the contracts		
31	Notifies the CFCU for non-performance during contract implementation	On time	
32	Timely reports the irregularities to the CFCU/NAO and takes necessary anti-fraud measures, taking into account the risks identified	On time	
33	Asks the EB to timely report the irregularities to the CFCU/NAO in a case of suspicion or irregularities occur concerning the functions and responsibilities assigned to EB and to take necessary anti-fraud measures, taking into account the risks identified.		On time
34	Follows up the reported irregularities including those reported by the EB.	On time	
35	Informs and supervises the EB to recovery the amount requested by the EU/CFCU/NAO.	In 7 days following the notification by EU/CFCU/NAO	



36	Delivers all necessary information to the NAO and the NIPAC in compliance with the model attached to the Financing Agreement/Agreements signed between the parties.	On time	
37	Set up procedures and fulfils archiving requirements in compliance with the Framework Agreement and related EU rules (where applicable).	On time	
38	Proposes amendments for the programme.	On time	
39	Informs the Internal Audit Unit/function on the auditing requirements stated in the relevant agreements (framework or financing)	On time	
40	Replies, communicating with the CFCU and EB, the audit findings (EC, Audit Authority, Internal Auditors, Sayıştay and others) in a timely manner and prepares an action plan to take effective actions in order to close the audit findings, and follows up the action plan.	On time	

**Phase 4 Sustainability Period (From disbursement deadline till the closure of the programme)**

1	Asks and supervise the EB that the equipment and supplies procured in scope of the contracts are in use in line with the action objectives		On time
2	Prepares the evaluation plan to be submitted to the NIPAC in compliance with Framework Agreement	Annually (on 15 November each year)	
3	Submits in a timely manner the evaluation Plan to the NIPAC and a copy to the CFCU.	On time	
4	Asks and supervises the EB, particularly for the monitoring and sustainability of the projects (e.g. inventory records) to manage the accounting system required by national legislation or, where required by the National Fund, sets up a compliant accounting system	On time	
5	Monitors the action's outputs in order to ensure the sustainability of the action/programme	On time	
6	Asks the EB to timely report the irregularities to the NAO in a case of suspicion or irregularities occur concerning the functions and responsibilities assigned to EB and to take necessary anti-fraud measures, taking into account the risks identified.	On time	



7	Follows up the reported irregularities including those reported by the EB.	On time	
8	Informs and supervises the EB to recovery the amount requested by the EU/CFCU/NAO.	In 7 days following the notification by EU/CFCU/NAO	
9	Delivers all necessary information to the NAO and the NIPAC in compliance with the model attached to the Financing Agreement/Agreements signed between the parties.	On time	Template



## **ANNEX III -FUNCTIONS AND RESPONSIBILITIES OF THE EB**

### **Phase 1 Tender Preparation (From Commission's Approval Decision of the Programme till the Publication of the Contract Notice-CN for Procurement )**

<b>No</b>	<b>Activities</b>	<b>Timing</b>	<b>Template Documents</b>
1	Signs Cooperation Agreements with LI for the sub-activities where the institution is defined as the End Beneficiary.	In three months after the Commission Approval Decision	Cooperation Agreement
2	Informs (and updates when necessary) the LI the names and contact information of the people responsible for the implementation of the sub-activity.	7 working days after signature of the agreement with LI	Official Letter
3	After receiving template tender preparation documents from the EB, participates the training programme	On time	
4	Prepares a reasonably applicable timetable for the submission of the tender documents and where required updates the table	7 working days after signature of the agreement with LI	Template in agreement with the NAO
5	Submits the timetable for the submission of the tender documents to the LI and where required updates the table	7 working days	
6	Follows up the timetable and sends the timetable to LI monthly.	In 10 days of each months	Template in agreement with the NAO
7	Prepares and sends, in timely manner, the tender related documents to LI, updates them when requested.	Within the time limit set by the LI and/or CFCU	Tender documents
8	Replies the comments on tender/call for proposal related documents	Within the time limit set by the LI and/or CFCU	E-Mail
9	Submits tender/call for proposal related documents to the CFCU/LI	Within the time limit set by the LI and/or CFCU	E-Mail
10	Replies the comments/clarifications of the CFCU	Within the time limit set by the LI and/or CFCU	
11	Submits the replies to the CFCU (LI in Cc)	Within the time limit set by the LI and/or CFCU	E-Mail



12	Provides necessary confirmation/consent to the final version of the tender documents including the Clarifications and Changes to the tender documents to the CFCU (LI in Cc)	Within the time limit set by the LI and/or CFCU	Official Letter
13	Propose amendments for the action documents, if needed.	On time	

**Phase 2 Tendering (From Publication of Contract Notice till the signature of the Contract)**

1	Selects and proposes the Shortlist Panel/Evaluation Committee voting members upon the requests and sends related documents to CFCU/LI	Within the deadline given by the CFCU in its official letter	Official letter + CVs
2	In case of absence of the voting members more than two days takes necessary actions and organise a high level meetings in case of the absence continues.	Within 2 working days after the official information is received from the CFCU.	
3	Replies the questions concerning the Shortlist Panel/Evaluation Committee voting members received from CFCU/EU in a timely manner	2 working days in case a deadline is not given by the CFCU.	E-mail
4	Prepares necessary information concerning the clarifications/comments received from the prospective tenderers/applicants in a timely manner	Within the deadline given by the CFCU.	E-mail
5	Provides necessary information/confirmation, if applicable or requested as regards any pre-conditionality for contract signature in a timely manner.	Within the deadline specified by the CFCU	Official letter
6	Receives and files the signed contract.	3 working days	
7	For the grants;		
	- signs the protocol regarding the recruitment of the assessors;	5 working days	
	- signs contracts with the assessors selected by the IA and in accordance with the applicable procedure;	3 working days following start of evaluation	
8	Propose amendments for the action documents, if needed.	On time	

**Phase 3 Contract Implementation (From signature of the contract till the end of disbursement deadline)**

1	Organises and participates the kick off meetings	On time	
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2	Fulfils any requirement/conditionality stated in the Action Documents/Agreements and prepares necessary conditions for the contractor stated in the Contract in a timely manner.	On time	
3	For interim and final payments of the service, supply and works contracts, checks and approves in the timely manner the invoices/timesheets of the Contractor provided by the CFCU before the relevant payment is executed by the CFCU (“Read and Approved” process). For the service contracts (especially in fee-based types), checks and approves in the timely manner the timesheets of the Contractor provided by the Contractor before payment is executed by the CFCU (“ <i>Read and Approved</i> ” process).	Deadline given by the CFCU	
4	Informs the CFCU/LI in case of any ineligible amount detected or any expenditure unapproved.	When necessary	
5	For the service contracts, checks the technical/inception/interim/final etc. reports and outputs submitted by the Contractors and approves the reports before the execution of the payment or provides comments in due time as required by contract conditions	Deadline given by the CFCU	
6	For the supply contracts, signs the provisional and final acceptance certificates	Deadline given by the CFCU considering contract conditions	
7	For works contracts, signs the taking-over and performance certificates	Deadline given by the CFCU considering contract conditions	
8	For grant contracts (standard grant contracts and/or direct grant agreements with pillar assessed international organizations), controls and approves of the interim/final reports submitted by the Grant Beneficiaries in terms of compatibility of the realized activities to the description of actions	On time	
9	Fulfils the additional technical and physical checks for the actions to be implemented, where needed.	On time	
10	Helps LI on controlling, in a timely manner, the proper fulfilment of tasks and responsibilities assigned to the ‘Beneficiary Country’ during the implementation phase in the relevant Twinning Manual	On time	



11	Nominates members to establish competent Acceptance Committees and completes inspection and testing procedures for the provisional and final acceptances	Deadline given by the CFCU considering contract conditions	
12	Carries out the acceptance committee meetings	Deadline given by the CFCU considering contract conditions3	
13	After the issuance of Provisional Acceptance, undertakes the ownership of the equipment/supplies/buildings/plants etc. and makes necessary accounting records.	On time	
14	Notifies the CFCU/LI about the possible change needs/deficiencies on contracts.	On time	
15	Reviews and provides comments/agreement/approval to the changes/requests/experts/reports etc., where relevant, related to the contracts requested by LI or the CFCU	Deadline given by the CFCU/LI	
16	Responses the clarifications/comments received from EU/CFCU	Deadline given by the CFCU/LI	
17	Helps the LI for sending NAO regularly the progress report on the implementation of actions in line with the document attached to the Agreement signed with the NAO.	Quarterly	Template
18	Participates the Sectoral Monitoring Committee (SMC) meetings to present and discuss the achievements of the Action Document.	On time	
19	Gives comments on the Minutes of the SMCs	On time	
20	Helps LI on following-up the fulfilment of the recommendations of the SMCs	On time	
21	Helps LI on preparation of the Communication Plan	On time	
22	Applies the visibility requirements during the entire implementation of the Action Document	On time	
23	Carries out or participates the monitoring visits/site visits/on-the-spot checks	On time	
24	Participate or organise management/steering committee/ad-hoc meetings regarding the implementation of the contracts	On time	
25	Notifies the CFCU/LI for non-performance during contract implementation	On time	



26	Timely reports the irregularities to the CFCU/NAO and takes necessary anti-fraud measures, taking into account the risks identified	On time	
27	Follows up the reported irregularities including those reported by the LI/CFCU.	On time	
28	Takes necessary steps to recover the amount requested by the EU/CFCU/NAO.	Within the time limit set by the LI and/or CFCU	
29	Delivers all necessary information to the LI/CFCU for submission reports to the NAO and the NIPAC in compliance with the model attached to the Financing Agreement/Agreements signed between the parties.	On time	
30	Set up procedures and fulfils archiving requirements in compliance with the Framework Agreement and related EU rules (where applicable).	On time	
31	Propose amendments for the action documents, if needed.	On time	
32	Informs the Internal Audit Unit/function on the auditing requirements stated in the relevant agreements (framework or financing)	On time	
33	Sends the responses to the CFCU and LI on the audit findings (EC, Audit Authority, Internal Auditors, Sayıştay and others) in a timely manner and helps them on preparation of an action plan to take effective actions in order to close the audit findings, and on the following up the action plan.	On time	

**Phase 4 Sustainability Period (From disbursement deadline till the closure of the programme)**

1	Ensures sustainability of project results to be used in scope of the contracts and in line with the action objectives	On time	
2	Helps the LI on preparation of the evaluation plan to be submitted to the NIPAC in compliance with Framework Agreement	On time	
3	Maintains or managed to be maintained an accounting system required by national legislation or, where required by the National Fund, particularly for the monitoring and sustainability of the projects (e.g. inventory records)	On time	
4	Helps LI for monitoring the action's outputs in order to ensure the sustainability of the action/programme	On time	





5	Timely reports the irregularities to the LI/CFCU/NAO in a case of suspicion or irregularities occur concerning the functions and responsibilities assigned.	On time	
6	Follows up the reported irregularities including those reported by the LI.	On time	
7	Initiate the procedures to recovery the amount requested by the EU/CFCU/NAO.6	On time	
8	Helps LI on delivering all necessary information to the NAO and the NIPAC in compliance with the model attached to the Financing Agreement/Agreements signed between the parties.	On time	Template