

**Interreg**  
**Greece-Bulgaria**  
European Regional Development Fund



## **Programme and Project Implementation Manual**

**COOPERATION PROGRAMME INTERREG V-A:  
GREECE – BULGARIA 2014-2020  
CCI: 2014TC16RFCB022**

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## Table of Contents

<b>Abbreviations .....</b>	<b>3</b>
<b>Glossary .....</b>	<b>4</b>
<b>1. Programme Overview .....</b>	<b>6</b>
1.1 Introduction .....	6
1.2 Regions participating in the Cooperation Programme Interreg V-A Greece-Bulgaria 2014-2020 .....	6
1.3 Official language of the Programme .....	7
1.4 Priorities in the Cross-Border Area .....	7
1.5 Management of the Programme .....	9
1.6 Financial Arrangements on Programme Level .....	12
1.7 Application of De-commitment of ERDF co-financing on Programme Level .....	12
<b>2. Complaint Panel of the Cooperation Programme INTERREG V-A Greece-Bulgaria 2014-2020 .....</b>	<b>13</b>
2.1 Scope of the Complaint Panel .....	13
2.2 Submission and Management of the Complaints .....	13
<b>3. Programme and Project Implementation Manual .....</b>	<b>15</b>
3.1 Introduction for the Programme and Project Implementation Manual .....	15
<b>4. Contracting of a Project Proposal - Setting Start-up milestones</b>	<b>16</b>
4.1 General .....	16
4.2 Preparation of the Subsidy Contract .....	16
4.3 Setting Start-up milestones .....	16
4.4 Subsidy Contract signature and the accompanying documents .....	17
4.5 Reporting procedures .....	19
4.5.1 General .....	19
4.5.2 Process for submitting the Certificates of Verified Expenditures .....	19
4.5.3 Process for submitting the Progress Report .....	21
4.5.4 Progress Report submission deadlines .....	21
4.5.5 Final Report and Project Closure .....	22
4.6 Information and Publicity Strategy .....	22
4.7 Payments /cash flows .....	22
4.7.1 ERDF .....	22
4.7.2 National Contribution .....	23
4.8 Project modifications .....	23
4.8.1 Introduction .....	23
4.8.2 Modifications by the Beneficiaries with notification of the JS .....	24

4.8.3	<i>Modifications approved by the MA</i> .....	25
4.8.4	<i>Modifications approved by the MC</i> .....	26
4.8.5	<i>Modifications related to infrastructure works</i> .....	28
4.8.6	<i>Modifications requiring Subsidy Contract and Partnership Agreement amendment</i> .....	28
4.9	<i>First Level Control</i> .....	30
4.10	<i>De-Commitment of funds on project beneficiary level</i> .....	30
<b>ANNEXES (as in force)</b>	.....	<b>32</b>
I.	<i>Subsidy Contract</i> .....	32
II.	<i>Partnership Agreement</i> .....	32
III.	<i>Progress Report and Progress Report Manual</i> .....	32
IV.	<i>First Level Control Documents</i> .....	32
V.	<i>Information and Publicity Project Partners Guidebook</i> .....	32
VI.	<i>Ministerial Decision for the Management and Control Systems of the European Territorial Cooperation Objective Operational Programmes, as in force (regards Greek beneficiaries)</i> .....	32
VII.	<i>Project Closure Manual</i> .....	32

**Abbreviations**

AA	Audit Authority
CA	Certifying Authority
CBIP	Cross Border Info Point
CP	Cooperation Programme
CP GR-BG 2014-2020	Cooperation Programme INTERREG V-A Greece-Bulgaria 2014-2020
EC	European Commission
ERDF	European Regional Development Fund
ETC	European Territorial Cooperation
EU	European Union
FLC	First Level Control
GoA	Group of Auditors
ICT	Information and Communication Technology
JS	Joint Secretariat
JPMT	Joint Project Management Team
LB	Lead Beneficiary
MA	Managing Authority
MC	Monitoring Committee
MCS	Management and Control System
MDI	Ministry of Development and Investments
MRDPW	Ministry of Regional Development and Public Works
NGO	Non-governmental Organizations
PA	Paying Authority
PB	Project Beneficiary
R&D	Research and Development
SME	Small & Medium Sized Enterprises
TEN	Trans-European Network

## Glossary

**Amount unduly paid** – Any expenditure not corresponding to delivered products or services of equal value, according to the expenditure terms of the Subsidy Contract, that has been paid by EU and national contributions provided to the beneficiary.

**Audit Authority (AA)** – The institution responsible for verifying the effective functioning of the management and control system of the co-operation programme. In this context, the AA shall be responsible for carrying out the functions envisaged in articles 25 of Regulation 1299/2013 and 127 of Regulation 1303/2013 and will be assisted by a Group of Auditors (GoA) comprised by a representative from each member state in the CP.

**Beneficiary** – means a public or private body responsible for initiating or initiating and implementing operations. The project participant, who takes the overall responsibility for the application and the implementation of the entire project, is called **Lead Beneficiary (LB)** and corresponds to the term "lead beneficiary" used in article 13 par.1 of Regulation 1299/2013.

**Certifying Authority (CA)** – National, regional or local public authority or body, designated by the Member States, for certifying statements of expenditure and applications for payment before being sent to the Commission. In this context, the CA shall carry out the functions envisaged in article 127, of Reg. 1303/2013 and article 25 of Reg. 1299/2013.

**Controllers** – bodies or persons responsible for verifying the legality and regularity of the expenditure declared by each beneficiary participating in the project, according to Article 23 of Reg. 1299/2013.

**EU contribution** - The amount of the eligible expenditure of a project that is financed by the European Union.

**Financial Correction** – The cancellation of the entire or part of the National and Community contribution to an operation, in the context of its co-financing by the CP, which is reciprocal to the detected irregularity.

**Irregularity** - means any breach of Union law, or of national law relating to its application, resulting from an act or omission by an economic operator involved in the implementation of the ESI Funds, which has or would have the effect of prejudicing the budget of the Union by charging an unjustified item of expenditure to the budget of the Union.

**Monitoring Committee (MC)** - The Member States set up the MC for every Operational Programme, in accordance to the Regulations. The MC performs the duties that are defined in Article 49 of Regulation 1303/2013.

**Joint Secretariat (JS)** – The body set up by the MA after consultation with the Member States represented in the Programme area, according to Article 23 par.2, Regulation 1299/2013, to assist the Programme bodies (MA, CA, AA) in carrying out their respective duties.

**Management Information System** – The management system for recording and saving, in computerised Form, accounting records for each project under the Operational Programme.

**Managing Authority (MA)** – National, regional or local public authority or public or private body designated by the Member States responsible for managing and implementing the operational Programme, in accordance to the principle of sound financial management, carrying out the functions set out in Article 72 and 125 of Regulation 1303/2013 and Article 23 of Regulation 1299/2013.

**Memorandum of Understanding (MoU)** - Additional agreement between programme bodies covering specific demands and harmonizing general programme procedures with particular national requirements.

**National Authority (NA)** - The institution supporting the activity of the MA in implementing the Programme in the participating countries.

**National Co-financing** - The non-EU contribution to the projects' budget provided either by the State budget of each participating country or provided as Own Contribution by the Project Beneficiaries.

**Operational Programme (OP)** – Document submitted by the Member States and adopted by the Commission, setting out a development strategy with a coherent set of priorities, to be carried out with the aid of a Fund, or, in the case of the Cooperation Programme INTERREG V-A 'Greece-Bulgaria' 2014-2020, with the aid of the ERDF.

**Operation** - A project, contract, action or group of projects selected by the managing authorities of the programmes concerned, or under their responsibility, that contributes to the objectives of a priority or priorities.

**Project Beneficiaries (PBs)** - Beneficiaries participating in an operation as beneficiaries.

**Recovery** – The refunding by the beneficiary of the unduly paid amounts as a result of controls and audits.

## 1. Programme Overview

### 1.1 Introduction

Cross border cooperation policy is about establishing links across national boundaries to enable joint approach to common problems and opportunities. The Cooperation Programme between Greece and Bulgaria actually constitutes a set of proposals for the interventions envisaged under the terms of the cross border cooperation strand of the European Territorial Cooperation objective of the Structural Fund policies for the period 2014-2020. The new Programme, as the successor to the 2007-2013 Programme that operated between the two countries until the end of 2015, will attempt to capitalize on the experience gained and the extensive knowledge that has been obtained by both the participants and the implementation structures, in order to bring cooperation to a new level.

The Programme is designed to address the main challenges identified by the diagnostic Report in the cross-border area, where collaboration is either necessary or expected to produce significant added value by either capitalizing on past results, by being complementary to mainstream Programmes and the “smart specialization” strategies or by exploiting existing institutional capacities and/or expressed demands.

### 1.2 Regions participating in the Cooperation Programme Interreg V-A Greece-Bulgaria 2014-2020

The eligible area of the Programme, as illustrated in the map below, contains 7 Prefectures on the Greek side (Evros, Kavala, Xanthi, Rodopi, Drama, Thessaloniki and Serres) and 4 Districts on the Bulgarian side (Blagoevgrad, Smolyan, Kardzhali, Haskovo), covering an area of 40.202 km<sup>2</sup> with 2,8 million inhabitants.



**Figure 1: The Eligible Programme Area**

The Programme covers the following eligible regions:

<b>TABLE 1: ELIGIBLE AREA</b>	
<b><u>NUTS II</u></b>	<p><b>4 REGIONS:</b></p> <ul style="list-style-type: none"> <li>• Eastern Macedonia-Thrace (GR11)</li> <li>• Central Macedonia (GR12)</li> <li>• South-West (BG41)</li> <li>• South-Central (BG42)</li> </ul>
<b><u>NUTS III</u></b>	<p><b>7 PREFECTURES &amp; 4 DISTRICTS</b></p> <ul style="list-style-type: none"> <li>• Evros (GR111)</li> <li>• Xanthi (GR112)</li> <li>• Rodopi (GR113)</li> <li>• Drama (GR114)</li> <li>• Kavala (GR115)</li> <li>• Thessaloniki (GR122)</li> <li>• Serres (GR126)</li> <li>• Blagoevgrad (BG413)</li> <li>• Haskovo (BG422)</li> <li>• Smolyan (BG424)</li> <li>• Kardzhali (BG425)</li> </ul>

### **1.3 Official language of the Programme**

The official language of the Programme is English. Additionally, the national languages of the participating countries can also be considered as working languages.

### **1.4 Priorities in the Cross-Border Area**

Within the framework of Regulation (EU) No 1301/2013 of the European parliament and of the Council of 17 December 2013 on the European Regional Development Fund and on specific provisions concerning the Investment for growth and jobs goal and repealing Regulation (EC) No 1080/2006 and for achieving and serving the overall objective, a series of thematic objectives has also been selected, which constitutes the policy outline for the convergence in the area of intervention. Specifically these objectives are:

- A. Enhancing the competitiveness of small and medium-sized enterprises
- B. Promoting climate change adaptation, risk prevention and management
- C. Preserving and protecting the environment and promoting resource efficiency
- D. Promoting sustainable transport and removing bottlenecks in key network infrastructures
- E. Promoting social inclusion, combating poverty and discrimination



These thematic objectives are expressed as four priority axes (plus the technical assistance axis), along with a certain number of investment priorities and specific objectives. Specifically:

- **Priority Axis 1: A Competitive and Innovative Cross-Border Area**
- **Priority Axis 2: A Sustainable and Climate adaptable Cross-Border area**
- **Priority Axis 3: A Better interconnected Cross-Border Area**
- **Priority Axis 4: A Socially Inclusive Cross-Border Area**
- **Priority Axis 5: Technical Assistance**

The following table depicts the budget allocation per priority axis.

<b>No</b>	<b>PRIORITY AXIS</b>	<b>TOTAL BUDGET (€)</b>	<b>ERDF (€)</b>	<b>NATIONAL CO-FINANCING (€)</b>
1	A Competitive and Innovative Cross-Border Area	20.235.295,00	17.200.000,00	3.035.295,00
2	A Sustainable and Climate adaptable Cross-Border area	42.882.353,00	36.450.000,00	6.432.353,00
3	A Better interconnected Cross-Border Area	38.802.558,00	32.982.174,00	5.820.384,00
4	A Socially Inclusive Cross-Border Area	21.577.923,00	18.341.234,00	3.236.689,00
5	Technical Assistance	6.764.706,00	5.750.000,00	1.014.706,00
<b>Total</b>		<b>130.262.835,00</b>	<b>110.723.408,00</b>	<b>19.539.427,00</b>

#### **The specific objectives per Priority Axis include:**

##### **Priority Axis 1**

- SO 1: To improve support systems tailored for start-ups and existing SMEs, focused on cross-border cooperation
- SO 2: To improve SME capacity to expand beyond local markets

##### **Priority Axis 2**

- SO 3: To improve CB cooperation on flood risk management plans at river basin level
- SO 4: To valorise CB area cultural and natural heritage for tourist purposes
- SO 5: To enhance the effectiveness of biodiversity protection activities
- SO 6: To enhance water management

### **Priority Axis 3**

- SO 7: Improve CB accessibility

### **Priority Axis 4**

- SO 8: To improve access to primary and emergency health care (at isolated and deprived communities) in the CB area
- SO 9: To expand social entrepreneurship in the CB area

### **Priority Axis 5**

- SO 10: To manage and implement the Cooperation Programme effectively and efficiently

**The full Programme strategy is outlined in the Cooperation Programme document.**

**Attention:**

**Please consult at all times the call document and the Project Application Guidelines for the investment priorities open to submission of proposals.**

## **1.5 Management of the Programme**

The management and implementation of the Cooperation Programme Interreg V-A Greece-Bulgaria 2014-2020 is based on the structure applicable for a Cooperation Programme and described in **more detail in the Programming Document**. This consists of the following bodies:

The **Managing Authority (MA)** of the Cooperation Programme Interreg V-A Greece-Bulgaria 2014-2020 is the Managing Authority of the European Territorial Cooperation Programmes, Leoforos Georgikis Scholis 65, 57001 Pilea, Thessaloniki, [www.interreg.gr](http://www.interreg.gr). It is under the auspices of the Greek Ministry of Development and Investments which is the National Authority on the Greek side.

The MA is responsible for the coordination of the Programming Document elaboration, its submission for approval by the EC, for the overall management of the implementation, for the comprising of the annual Reporting to the EC, the approval of implementation manuals and certain projects' modifications.

The **National Authority (NA)** on the Bulgarian side is the Ministry of Regional Development and Public Works, "Stefan Karadja" str., No 9, Sofia 1202, [www.mrrb.government.bg](http://www.mrrb.government.bg)

The NA supports the MA in the management and implementation of the Programme with a specific accent on Bulgarian priorities and beneficiaries. The NA participates in the Programming Document elaboration, ensures the Bulgarian share of the national co-financing, manages the procedure for recruitment and operation of first level controllers for verification of costs of the Bulgarian beneficiaries and performs quality checks on implementation of projects in Bulgaria.

The **Certifying Authority (CA)** is an administrative part of the General Secretariat of Public Investments and National Strategic Reference Framework (NSRF), within the Ministry of Development and Investments.

The CA shall be responsible for certifying statements of expenditure and applications for payment before being sent to the Commission. In this context, the CA shall carry out the functions envisaged in article 24 of ETC and 126 of CPR, and in particular for:

- a) certifying that they result from reliable accounting systems based on verifiable supporting documents and have been subject to verifications by the MA;
- b) drawing up the accounts referred to in point (a) of Article 59(5) of the Financial Regulation;
- c) certifying the completeness, accuracy and veracity of the accounts and that the expenditure drawing up and the submitting of payment applications to the Commission and entered in the accounts comply with the applicable law and have been incurred in respect to the operations selected for funding, in accordance to the criteria applicable to the cooperation programme and complying with applicable law;
- d) ensuring that there is a system, which records and stores, in computerised Form, accounting records for each operation, and which supports all the data required for drawing up payment applications and accounts, including records of amounts recoverable, amounts recovered and amounts withdrawn, following cancellation of all or part of the contribution for an operation or operational/cooperation programme;
- e) ensuring, for the purposes of drawing up and submitting payment applications, that it has received adequate information from the MA on the procedures and verifications carried out in relation to expenditure included in statements of expenditure;
- f) taking account, when drawing up and submitting payment applications, of the results of all audits carried out by or under the responsibility of the Audit Authority;
- g) maintaining in computerised Form accounting records of expenditure declared to the Commission and of the corresponding public contribution paid to beneficiaries;
- h) keeping an account of amounts recoverable and of amounts withdrawn following cancellation of all or part of the contribution for an operation. Amounts recovered shall be repaid to the budget of the European Union, prior to the closure of the Cooperation programme, by deducting them from the subsequent statement of expenditure;

According to Law 4314 / 2014 (Governmental Gazette 265 / 23-12-2014), Chapter A "For the management, control and application of developmental interventions for the programming period 2014-2020", article 10 defines the framework of the CA duties.

The **Audit Authority (AA)** of the CP GR-BG 2014-2020 is the Financial Control Committee (EDEL) - Secretariat General for Fiscal Policy (General Accounts of the State) at the Ministry of Finance. The AA is responsible for verifying the effective functioning of the management and control system of the operational Programme and it is assisted by the **Group of Auditors (GoA)** comprised by representatives from the Bulgarian Executive Agency "Audit of EU Funds". The GoA performs verifications on the management and control systems related to the implementation of projects by Bulgarian beneficiaries. The AA approves and executes annual plans of audits on beneficiaries and management structures and may impose financial corrections in cases of breach of EU, national procurement legislation and programme implementation rules.

The **Monitoring Committee (MC)** of the CP GR-BG 2014-2020 is set up according to the provisions of article 47 par.1 of CPR. Its composition is decided by the participating Member States, taking into account that Member States shall be equally represented and complying with the partnership principle in managing, monitoring and evaluating the operations in all stages of programme implementation, as laid down in article 5 of CPR. It comprises representatives of the two member states on an equal basis. Representatives of the MA, NA, regional governors, mayors, NGOs may be members. The MC is co-chaired by Senior-position representatives of the Greek MED and the Bulgarian MRDPW. The Bulgarian Minister of Regional Development and Public Works informs the MA about the Bulgarian nominations. The MC monitors the implementation of the CP GR-BG 2014-2020, approves the Rules of Procedures of the MC, and approves material related to the Call for Proposals, Manuals for Implementation of the Programme at its annual or biannual meetings or by written procedures. The MC may establish the Steering Committee according to article 12(1) of Regulation 1299/2013, in order to support the MC in fulfilling its tasks with regard to the selection of projects.

The **Joint Secretariat (JS)** of the CP GR-BG 2014-2020 is situated in Leoforos Georgikis Scholis 65, 57001 Pilea, Thessaloniki, web page: [www.greece-bulgaria.eu](http://www.greece-bulgaria.eu). The JS consists of experts from both countries. The JS is the direct link with the potential and actual beneficiaries, providing consultations on project preparation, implementation, technical and financial Reporting. The JS performs the selection of projects to be financed under the various procedures and assists the MA, the MC, the CA and the AA in carrying out their respective duties by collecting, checking and preparing draft decisions, payment claims, payment forecasts and implementation Reports. The JS approves minor changes in the projects' contents during implementation (see section 3.6.2 of the present Manual)

The **Info Point**, whose main responsibilities are:

- a) to provide support to beneficiaries from the Bulgarian side during the preparation of proposals and throughout the period of implementation of operations;
- b) to implement information and publicity actions in cooperation with the JS.

c) to support JS/MA/NA activities as required.

The Info Point consists of two experts. The addresses of the Info-point are:

Office in Sofia	9 Stefan Karadja str., 1202 Sofia, Bulgaria, Ministry of Regional Development and Public Works, "Territorial Cooperation Management" DG
Regional office in Smolyan:	14, Bulgaria Boulevard, 3rd floor, office 309, 4700 Smolyan, Bulgaria

### 1.6 Financial Arrangements on Programme Level

Approved on the **9<sup>th</sup> of September 2015** by the EC, the Cooperation Programme Interreg V-A Greece-Bulgaria 2014-2020 has a total budget of **130.262.835 €**. The total financing consists of **110.723.408 €** (85%) ERDF funding and **19.539.427 €** (15%) national contribution. ERDF and national co-financing rates are common for both countries.

### 1.7 Application of De-commitment of ERDF co-financing on Programme Level

The programme could be submitted to a de-commitment procedure, in case the Programme does not reach its annual goals. All the amounts connected to a commitment, which are not covered by pre-financing or by a request for payment within a defined period, shall be de-committed.

The exception of the de-commitment concerns part of the budget commitment for which:

- The operations are suspended by administrative appeal or legal proceeding; or
- The payment request has been delayed for reasons of force majeure, seriously effecting programme implementation.

The commitment related to the last year of the period shall be subject of de-commitment according the rules to be followed for closure of the programme.

## **2. Complaint Panel of the Cooperation Programme INTERREG V-A Greece-Bulgaria 2014-2020**

Any complaints submitted on the evaluation will be treated according to the chapter 5.3. of the Programme document and the Complaint Panel's Procedure approved by the 2nd MC on 14th of October 2016.

### **2.1 Scope of the Complaint Panel**

The two Member States participating in the Programme ensure that effective arrangements are in place for the examination of Complaints submitted by Lead Beneficiaries of project proposals on behalf of the whole partnership against the Decisions of the MC of the Programme regarding the assessment and the selection of operations to be funded by the Programme so as to ensure fair, just and unbiased treatment of all project proposals, in line with the Programme provisions.

The Complaint Panel is the body entitled to examine the admissibility of the complaints, the legality of the actions against which the complaints are launched and the legal and factual arguments and claims of the complaints.

### **2.2 Submission and Management of the Complaints**

The Lead Applicant of a project proposal, as the representative of the PBs, may submit a complaint against any of the Decisions of the MC regarding either the admissibility and eligibility of the project proposals or the qualitative assessment and selection of operations to be funded by the Programme, in writing, presenting all its legal arguments, factual grounds and its claims, once, to the MA/JS (MA/JS) within seven (7) working days, following the official notification of the relevant Decision of the MC by the JS. If a complaint is submitted after that deadline, it will be rejected without further examination.

Regarding the admissibility of the complaint, it should include:

- the name and address of the Lead Applicant;
- title and acronym of the project proposal concerned;
- the date of its submission, signature and stamp of the legal representative of the LB.

Supporting documentation may not be provided with the complaint, in order to correct deficiencies identified in the assessment process already made of the project proposal in question and provide new information. Any new information and documentation provided will not be taken into consideration.

The MA/JS shall provide the Complaint Panel with:

- a. the complaint of the Lead Applicant

- b. the original application form and all supporting documents that were taken into consideration during the project assessment and selection process
- c. all documents relating to the assessment of the application in question and the record of the MC's decision,
- d. any other document requested by the members of the Complaint Panel relevant to the complaint.

The Complaint Panel will examine and evaluate the legal and factual argument(s) and claims of the complaint, will form its opinion and reach a conclusion on the complaint. The Complaint Panel will not perform a quality assessment or re-evaluation of the project proposal.

The Complaint Panel submits its conclusions on the justifications of the complaint to the MC of the Programme within fifteen (15) working days from the last date indicated for the submission of complaints. The MC examines the conclusion reached by the Complaint Panel and takes a decision on whether to accept it or reject the complaints within five (5) working days following the submission of the Complaint`s Panel conclusions.

In case a complaint is accepted by the Decision of the MC, the MA/JS shall be requested to re-assess the project proposal in question. The MC, on the basis of the results of the re-evaluation of the given project proposal, may review its initial Decision on the selection of the operations to be funded by the Programme.

In case a complaint is rejected by the Decision of the MC, this decision is final and binding to the Complainant and it may not be subjected to a second similar complaint procedure.

Once a complaint is submitted and a decision is reached on the matter by the MC of the Programme according to the above mentioned procedure, the same Complainant has exhausted its right to submit a complaint, not only on the same grounds but on any grounds against the final Decision of the MC of the Programme regarding the selection of operations to be funded by the Programme.

The MA/JS shall notify to the Complainant the decision of the MC's on the complaint, immediately. In case the complaint is accepted, the Complainant is informed of the relevant procedure for the re-evaluation of the project proposals that the MC of the Programme will proceed with. In case the complaint is rejected, it informs the Complainant of its legal rights before the competent Greek Courts and the relevant procedure under the Greek Administrative law, since the official seat of the MA is located in Greece, according to the Programme.

### **3. Programme and Project Implementation Manual**

#### **3.1 Introduction for the Programme and Project Implementation Manual**

The Programme and Project Implementation Manual serves as an essential reference document for all bodies interested in implementing a project that has been selected for funding. This manual, together with the Programme's website [www.greece-bulgaria.eu](http://www.greece-bulgaria.eu) and all annexes, provides practical information and assistance to the PBs, when implementing a project under the Programme.

The Programme and Project Implementation Manual includes information about:

1. Contracting of a Project Proposal
2. Reporting procedures
3. How to fill in the Progress Report
4. Payments /cash flows
5. Project modifications
6. First Level Control
7. De-Commitment of funds on project level

**Attention:**

**All information related to the projects' submission procedures, the development of a project idea/proposal, the submission of the Application form on the MIS and the evaluation procedure are provided in the Project Application Guidelines of each Call.**



## **4. Contracting of a Project Proposal - Setting Start-up milestones**

### **4.1 General**

On the basis of the MC decision about selected project proposals, the MA shall sign a subsidy contract with the LBs of the projects. The signing and submission of the Partnership Agreement to the JS is a prerequisite for the signing of the Subsidy Contract.

The projects not selected for funding (**rejected projects and/or the projects included in a reserve list**), will receive an official letter with the summary of their evaluation for closing the procedure of the evaluation.

### **4.2 Preparation of the Subsidy Contract**

After the approval for funding of the project, the JS/MA informs officially the LB about the result of the evaluation and the next steps. The LB, in cooperation with the PBs and under the guidance of the JS, needs to proceed to adjustments of the Application Form and prepare all the necessary documentation required by the Call for the signature of the Subsidy Contract.

In particular, as regards to the Application Form, the LB needs to:

- Comply with the evaluation indications or funding conditions regarding the physical object, the work breakdown structure, the budget (if applicable), etc.
- Adjust the project work plan and time table according to the actual needs, as there may be changes required compared to the initially project proposal submissions

As the finally approved Application Form will be the reference document for all Project modifications to follow (if necessary), special emphasis will need to be placed by the PBs, in order to consolidate an effective and realistic working plan. The final Application Form and supporting documents will have to be agreed with the JS before the signature of the Subsidy Contract.

The process of consolidating the final Application Form and preparing all supporting documents must not exceed the period of **two months** after the notification of the LB about the approved funding. The JS/MA reserves the right to extend this period for justified exceptional cases.

### **4.3 Setting Start-up milestones**

During the process before the signing of the Subsidy Contract, along with the other official documents, the LB needs to submit to the JS/MA a specific Start-up Time Plan and Procurement Plan (template to be provided by the JS) per beneficiary, focusing on the first 6-9 months of implementation, in order to set the milestones to be achieved for this period.

This specific time plan will be reviewed and monitored during the implementation of the project by the JS/MA.

At the end of the start-up period, or earlier if necessary, according to the progress, the project shall undergo an internal review, with the responsibility of the LB, in order to assess whether the milestones have been met by all beneficiaries. The results of this internal review shall be brought forward to the JS/MA and it shall be assessed, whether corrective or any other actions are necessary. In case of major delays and non-achievement of the milestones leading to possible failure of the project scope, the JS/MA in consultation with the NA, reserves the right to propose reduction of the scope and/or reduction of the budget, given that the project remains operational.

In any case, after one year from the signing of the subsidy contract and provided that the total verified expenditure reported in progress Reports, is less than 20% of the total budget the project, the MA, in consultation with the NA, reserves the right to consider the possibility of reducing the approved budget of the project. In this case, immediate communication should be made to the LB and PBs.

#### **4.4 Subsidy Contract signature and the accompanying documents**

For the closure of the Subsidy Contract preparation process, the following documents will need to be agreed with the JS and officially submitted<sup>1</sup> by the LB with a cover letter:

1. **The Subsidy Contract** (Template to be provided by the JS/MA). This must be submitted in two originally signed and stamped copies by the LB.
2. **The Partnership Agreement** (Template to be provided by the JS/MA). The JS needs to receive one originally signed and stamped version by all beneficiaries. All beneficiaries need to have their own originally signed and stamped by all beneficiaries copy as well. This document may be received prior to the signing of the Subsidy Contract, in order to facilitate and speed-up the procedure. However, it must be also received by the JS in original shortly after the Subsidy Contract is signed.
3. **The Application Form** (AF) of the project. This must be the version finally agreed with the JS, signed and stamped by the LB. One original is to be provided to the JS and uploaded on the MIS. The LB must have a second originally signed and stamped copy, which should also be communicated to all the beneficiaries.

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<sup>1</sup> When the electronic platform of the Programme will be operational, these documents will be directly uploaded on the system by the Lead Beneficiary.

4. **The Justification of the Budget document (JoB).** This must be the version finally agreed with the JS, signed and stamped by the LB. The LB must have a second originally signed and stamped copy, which should be also communicated to all the beneficiaries.
5. **The Start-up Time Plan and Procurement Plan (STPP)** as agreed with the JS/MA. The LB and all beneficiaries must also have their own copy of the document. Every Project Beneficiary is the only one responsible for the tenders and must follow the relevant National legislation. The document can be submitted in an electronic form only.
6. **The Decision of the designated bodies** of each Project Beneficiary (e.g. Board of Directors, Municipal Council, etc.) accepting to **implement** the project. This also applies **in infrastructure and investment operations, which is in compliance with Article 71 of reg. 1303/2013.** In case of special requirements regarding the content of the decisions, guidelines will be provided by the JS. Scanned versions of the decisions are acceptable. The LB needs to keep in the Project Folder all decisions of all the beneficiaries.
7. **Any other supporting documents requested by the JS/MA.** According to the project characteristics, the JS reserves the right to ask for supplementary documents, in order to proceed to the signature of the Subsidy Contract. For instance, documents for issues related to infrastructure projects, financial capacity of beneficiaries, document on the VAT status etc. can be requested and should be submitted officially.

Once the documents are received and processed by the JS/MA, one of the copies of the Subsidy Contract is returned to the Lead Beneficiary, signed and stamped by the Legal Representative of the MA. This original version must be filed in the Project folder by the LB and a scanned version must be communicated to all beneficiaries.

**The Partnership Agreement should explicitly define the Internal Rules of Procedure of the projects.** It is recommended that the members of the Joint Project Management Team (JPMT) and the internal Project teams of the beneficiaries are designated at the stage of the project preparation and included in the Partnership Agreement. **It is recommendable that the JPMT and the Project teams of the beneficiaries is preferred to be established within the first month after the Subsidy Contract is signed.**

## 4.5 Reporting procedures

### 4.5.1 General

The LB of the project, in accordance to Article 13 par.1 of Regulation 1299/2013, is responsible for the submission to the JS of the Progress Reports on project implementation activities, according to the timetable referred to in the approved Application Form and the Project Implementation Manual as in force.

However, it must be noted that besides the Progress Report, the JS, MA, CA, NA and the EC may at any time ask for supplementary information/documents concerning payment claims, tenders, progress, or any kind of other information regarding the project.

### 4.5.2 Process for submitting the Certificates of Verified Expenditures

The procedure of submitting the Certificates of the verified expenditures is decoupled by the submission of the Progress Report and the beneficiaries can send their expenditure to the designated controller more than once during the Reporting period. Verified expenditure of each beneficiary participating in the project is included in a "Certificate of verified expenditure" signed by a "controller", designated by each participating country, in which the beneficiary is located, in compliance with article 23 (4) of Regulation (EU) 1299/2013, certifying the eligibility of expenditure. The Certificates of Verified Expenditure are issued by the Controller(s) and sent via the MIS <https://logon.ops.gr/> to the Beneficiary concerned, the LB and the JS/MA. If the LB considers that any of the certificates should not (yet) be included in a Payment Claim, informs the JS/MA within one (1) calendar day, except weekends, following the issuing of the Certificate. If no reply is received by the LB within the stipulated deadline, it is deemed that he/she consents to the relevant Payment Claim Submission. All Verification Expenditure documents (Table of Verified Expenditure, Certificate of Verified Expenditure, Verification Report, Checklist, etc.) are checked and, once accepted by the JS/MA, the corresponding expenditure can be included in a Payment Claim to the EC.

Paid expenditure is inserted and verified in the MIS of the Programme and on this basis an application for an interim payment is made to the EC by the CA periodically. **The certificates of verified expenditure can be included in reimbursement claims to the EC at any time interval. Indicatively, four reimbursement claims are expected to be made annually to the EC.**

**Attention: In case of unforeseen external circumstances (i.e. force majeure, epidemic outbreaks, natural disasters etc.) and after a documented justification (e.g. orders, decrees or regulations published by the public authorities etc.), some irrecoverable costs which would otherwise be considered ineligible, may be treated as an "exceptional and duly justified case"**

and therefore **may be eligible**. **Please note that these costs shall be eligible only in case they are not recoverable, according to existing contractual terms and are duly documented.**

#### 4.5.3 Process for submitting the Progress Report

The **certificates issued during the reporting period are available on the MIS**. The LB will use the official Form (Progress Report) as in force, which is provided by the MA/JS for hard copy submission or will submit it electronically when this service is available.

Should the PBs delay in submitting to the LB their activity and financial Reports, the LB will still abide by the deadlines for submission, updating and sending/uploading to the JS the Reports when the missing information becomes available. However, if the PBs delay in submitting to the LB their information, the LB will add the missing information to the statement of the next Reporting period. All Reports must be submitted in English, which is the official language of the Cooperation Programme. Deliverables should be in English, unless specifically oriented towards a targeted audience, where only Greek or Bulgarian can be used.

The JS receives and processes (electronically or in hard copy) the progress Reports, together with the necessary supporting documents. The MA has the final responsibility of providing its consent to the CA, in order to enable the latter to proceed with payments of claims requested by the LB.

#### 4.5.4 Progress Report submission deadlines

The LB will submit a Progress Report to the JS **every six months**, in accordance to the following schedule:

January- June	20 <sup>th</sup> of July of the respective year
July – December	20 <sup>th</sup> of January of the following year

As indicated in the above table, the deadline for the submission of the Progress Report is 20 days after the end of the Reporting Period.

Interim Progress Reports may be requested by the JS/MA of the Programme for financial management reasons at any stage.

**The Progress Report and the guidelines for its proper filling are provided as an Annex to this Project Implementation Manual<sup>2</sup>. All reports must be submitted in English, which is the official language of the Cooperation Programme.**

<sup>2</sup> If this task is done electronically, instruction will be given to the LB by the JS.

#### 4.5.5 Final Report and Project Closure

Please refer to the relevant Closure Manual available as Annex VII.

### 4.6 Information and Publicity Strategy

The implementation of the Information and Publicity Strategy should start as soon as the project has been approved. The project's requirements for communication activities are indicated in detail in the PB's Guidebook for Information and Publicity. This Guidebook is prepared in order to help the beneficiaries, who deal with Projects funded by the Cooperation Programme Interreg V-A "Greece-Bulgaria 2014-2020" to comply with EU Regulations and Guidelines and stay aligned with their responsibilities concerning information and publicity measures.

The LB undertakes the obligation to send a copy of any publicity and information material produced to the JS, upon request and to have copies available for a period of 2 years after the contractual end of the project.

Any statement or publication by the project, in whatever form and on or by whatever media, including the Internet, must state that it reflects the author's views and that the MA shall not be held liable for any use that may be made of the information contained therein.

Any information, media appearance, or other publicity activity of the project shall be communicated to the JS for potential information and publicity activities.

### 4.7 Payments /cash flows

#### 4.7.1 ERDF

The CA receives ERDF contribution payments from the EC. The CA will transfer the EU contribution to an interest-free bank account indicated by the LB in the Application Form<sup>3</sup>. Payments from the CA to the LB will be made in Euro (€). The LB shall further transfer the respective EU contribution to the PBs **within one month of its receipt**. The amounts will be paid according to the flow of funds from the EC. **In case of unjustified delays of the transferring, the MA reserves the right to propose correction.**

To provide a sound financial management, all PBs must have a dedicated **interest-free bank account** for the purpose of their project implementation.

Bank account data of the **interest-free account** of the LBs must be submitted to the JS as soon as it becomes available and whenever it changes.

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<sup>3</sup> The EU reimbursement for the Greek Beneficiaries is automatically sent to the Greek Public Investment Program via the CA

In case that the ERDF annual contribution (as stated in the Operational Programme) is automatically de-committed by the EC, in accordance with the EC Regulation 1303/2013, the MA reserves the right to consider the possibility of reducing the approved ERDF budget of the project with respect to expenditure not carried out in accordance with the stipulated timetable.

In both cases the MC, after the proposal of the MA, may decide to reduce the budget of the project. If the reduction of the project budget is decided, the subsidy contract and respective annexes will be modified accordingly.

Eligibility of expenditures is subject to Commission Delegated Regulation (EU) No 481/2014 of 4 March 2014 supplementing Regulation (EU) No 1299/2013 of the European Parliament and of the Council with regard to specific rules on eligibility of expenditure for cooperation programmes.

#### 4.7.2 National Contribution

For Greek PBs the national contribution (15%) will be granted through the Public Investments Programme. The national contribution of Bulgaria (15%) to the Bulgarian PBs is ensured by the Ministry of Regional Development and Public Works.

### 4.8 Project modifications

#### 4.8.1 Introduction

In order to secure success during the implementation phase, the PBs need to follow a precise timetable for the defined actions to achieve the expected results. The Application Form describes each project in detail, providing specific information such as timetables, financial information, budget forecasts etc. The Application Form together with the Subsidy Contract and Partnership Agreement provide the basis for project implementation. The MC approves projects based on the information provided in the Project Proposal comprising the Application Form and annexed documents. Therefore, the LB and the PBs have a maximum degree of freedom to develop the projects, but are expected to follow the Call for Proposals. Changes occurring during the lifetime of a project due to external or internal causes in general should not affect this basis. Nonetheless, there may be **exceptional** cases leading to a project modification. It must be noted that in order to ensure timely implementation, any request for modification of the project will be pre-assessed regarding the need by JS/MA and reserves the right to accept project modifications not more than twice per year. This limitation applies only for modifications approved either by the MA or the MC and can be overruled in exceptional cases.



The main objective of this chapter is to describe the procedures for the different categories of modifications related to project changes. It is important to note that **approval of project changes should not be considered as an automatic procedure.**

There are three levels of the project changes considering the effect on the project structure and the body that will provide at each time the decision. These three levels are the following:

1. Modifications by the Beneficiaries with notification of the JS
2. Modifications approved by the MA
3. Modifications approved by the MC

In all cases, the LB must inform the JS on any requests for modification of the project and, according to the proposed changes, the respective JS officer will define the procedure to be followed. In any of the above-mentioned cases, the request for modification must be duly justified and the LB should ensure the consent of the Joint Project Management Team (JPMT) for its submission.

**It must be noted that the discounts of the contracts are not subject to modifications and any respective savings shall be returned to the Programme. Only in duly justified cases these discounts can be re-used and/or re-allocated in the project through a modification approved by the MC.**

The specifications of each level, along with the procedure to be followed are described in the following paragraphs.

#### 4.8.2 Modifications by the Beneficiaries with notification of the JS

The beneficiaries during the implementation of the project can proceed to the following adjustments:

- Administrative information in the Application form such as changes of contact details, addresses; and other data of minor significance.
- Modification of bank accounts
- Adjustment of the brief justification text/ justification of budget cost that does not affect the scope of the project or any information in the Application Form.
- Adjustment of starting and ending dates of work packages without affecting the overall end date of the project.

Adjustment between the respective budget categories and/or work packages for amounts up to 10% of the total budget of the project. The percentage of the requested amounts for reallocation will be calculated compared to the initial

Application Form as approved with the signing of the Subsidy Contract at the same time cumulatively considering the approved reallocations prior the request.<sup>4</sup>

*The procedure for the approval of the above mentioned cases of project modifications is as follows:*

In order to proceed for the adjustment, the LB should get the consent of the Joint Project Management Team (JPMT). This consent can be in the form of meeting minutes, written communication, etc.

After the consent of the adjustment by the Joint Project Management Team (JPMT), an official notice must be submitted by the LB to the JS electronically, stating and justifying the proposed adjustments. The LB should notify the JS **prior** to the request for verification of expenditures. These changes should be reflected also in the next progress report.

The JS reserves the right not to approve adjustments in the following cases:

- a. They affect the objectives and expected results of the project
- b. The adjustment of budget is above 10% compared to the initial Application Form as approved.
- c. The proposed adjustments are in breach of the limits set by the relevant Call for Proposals
- d. The justification for these adjustments is not sound and does not clearly present their necessity and the obstruction of the implementation if the adjustments are not approved and applied.

The folder for verification of expenditures shall include the endorsement of JS provided via e-mail.

**These changes shall be integrated in the Application Form on the MIS, if needed, following the guidance of the JS Project Officer.**

#### 4.8.3 Modifications approved by the MA

- Reallocation between the respective budget categories and/or among work packages for cumulative amounts above 10% up to 20% of the total budget following the calculation described in section 4.8.2.
- For reallocations between the respective budget categories and/or among work packages for amounts greater than 20% of the total budget, the MA will examine the level of significance of the requested reallocation. If the significance is deemed of low importance, the approval is going to be decided by the MA. If it is deemed of high

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<sup>4</sup> It should be noted that accumulation could bring to a change of the level of the modification procedure.

importance, the request for modification will be proposed by the MA to the MC to decide on its approval.

- Re-arrangements of activities in the Application Form, not affecting the scope of the project.
- Extension of the date set for closing project implementation activities, if not affecting the achievement of the target set by the n+3 rule.
- Reallocation of resources between beneficiaries from the same Member State, which may result in a change equal to or less than 10% of the project budget (ERDF + National Co-financing). Reallocation of funds between beneficiaries may be accepted only if it does not involve an increase in the ERDF contribution of the project.

*The procedure for the approval of the above mentioned cases of project modifications is as follows:*

After the approval of the modification proposal by the Joint Project Management Team (JPMT), the LB submits an electronic request, to the JS that forwards it according to its internal rules of procedure to the MA. The MA decides upon the approval of the request, taking under consideration the information provided by the JS and replies to the JS about the decision. Subsequently, the JS informs the LB via email about the final decision and the next steps to be followed.

#### 4.8.4 Modifications approved by the MC

- Reallocation between the respective budget categories or between actions for cumulative amounts greater than 20% of the total budget of the project following the calculation described in section 4.8.2. Budget reallocation between Budget Lines over 20% of the total budget may occur only if the requested change does not alter the minimum requirements, the planned action, outputs and results and does not endanger the general project principle of co-operation. In addition to the above it is crucial for a project to keep constant those categories that are of crucial importance for the project implementation and the beneficiaries' cooperation. Please note that each time this 20% limit is reached and the modification is approved by the Monitoring Committee, then the calculation method restarts from zero level.
- Reallocation of resources between beneficiaries from the same Member State, which may result in a change greater than 10% of the project budget (ERDF + National Participation).
- Changes to the nature of the project and in particular to the objectives and the expected results. In principle, it is not allowed to change the content of the project, especially the objectives and the expected results. However, in some cases, modification of the approved project structure might be necessary. These changes must be well justified and described as soon as they become evident.
- **Modification to the composition of the partnership:** In duly justified cases stemming from a PB's incapability or failure to meet the undertaken responsibilities

to implement the project's activities, a modification of the partnership's composition may be approved. In order to replace a beneficiary from the already established project partnership or before the signing of a Subsidy Contract, to add a new beneficiary or if a beneficiary withdraws, the agreement of all remaining beneficiaries is an important precondition. The LB of the project should inform the JS in writing, by submitting a request for modification in the partnership, providing a sound justification on the need of **replacement or withdrawal of the beneficiary in question**. In addition, the LB should submit a written agreement of the partnership on the proposed replacement. The new proposed beneficiary should carry at least the same expertise and preferably be active in the same field of work as the one withdrawing, proving its competency to implement the allocated project activities without changing their nature, nor affecting the described deliverables and results, included in the approved Application Form. The JS will evaluate the new proposed beneficiary, taking into account the implementation of the project and the evaluation criteria set in the Project Implementation Manual. Therefore, all necessary documents foreseen for each beneficiary by the Call have to be submitted, as well. The final decision will be made by the MC. The withdrawing beneficiary should return any funds received to the LB or to the appointed by the JS bank account. In case of a withdrawal of a PB without replacement, then the MC, upon opinion of the JS/MA, will decide whether to transfer its funds and/or activities to other PB(s) or to return any unused funds to the Programme.

- Budget modifications decided by the MC on the basis of sound financial management of the Programme.
- Reallocation of resources between beneficiaries from different Member States: In duly justified cases stemming from certain beneficiaries incapability to meet the undertaken responsibilities related to the implementation of project activities, reallocation of activities and corresponding funds might be approved among beneficiaries even from different Member States. Such a transfer of activities and accompanying budgets could be accommodated only within the framework of already approved project budget. The proposed changes in the project's implementation must not affect the nature of the project, the deliverables and the results as approved by the MC of the Programme. The PB, whose activities/funds are withdrawn, must return the corresponding national co-financing. Reallocation of funds among PBs may be accepted.
- Addition of new activities leading to the increase of the project budget: In case a project under implementation requires additional activities that will bring added value to the project but will lead to the increase of the budget of the project, the MA/JS will first review and assess these additions of new activities/deliverables before submitting them to the MC. The increase of the budget may be acceptable only if these new activities/deliverables aim also to the enhancement of the

successful implementation of the entire Programme, its expected achievements and the capitalization of its outcomes and upon the availability of funds in the respective Priority Axis. In this case the budget of the project may rise above the maximum limit set in the respective Call. For this reason a relative request will be made to the Monitoring Committee for the approval of this budget increase accompanied by a respective justification according to an approved methodology.

*The procedure for the approval of the above mentioned cases of project modifications is as follows:*

After the approval of the modification proposal by the Joint Project Management Team (JPMT), the LB submits it electronically scanned, to the JS that checks and pre-assesses the proposal. Subsequently, the request is forwarded according to the internal rules of procedure to the MA. The MA will take under consideration the information provided by the JS and decide on presenting a justified proposal with the request to the MC that will decide upon its approval.

#### 4.8.5 Modifications related to infrastructure works

For any modifications related to infrastructure works contracts, the National Legislation applies to all cases (such as in cases of substitution tables) and the responsibility for approval remains to the legal bodies concerned and set by the legislation and not by the MA/JS. However, the JS/MA shall be informed **before the initiation of the National legislation procedure** about the necessary changes that need to be applied, in order to assess whether there is a modification to the scope and content of project. In case of objection, the aforementioned respective legal bodies will be informed.

A Programme specific methodology can be developed in cooperation between the JS/MA and the NA, in case a participating country requires a more active involvement by the Programme in the process of infrastructure works modifications. If applicable, this process will be integrated in the Project Implementation manual as an Annex.

#### 4.8.6 Modifications requiring Subsidy Contract and Partnership Agreement amendment

The Subsidy Contract and Partnership Agreement are only modified when a specific article compared to the one in force is modified. **Indicatively**, these cases are the following:

- Article concerning the project duration
- Article concerning the partnership composition

- Article concerning the PBs' budget for modifications leading to a PB's overall budget increase or decrease
- Any new articles that need to be added and derive from the Regulations, Requirements and Systems that affect the Programme

No modification of these documents is required for internal budget modifications of the Application Form (e.g. budget changes among deliverables or budget lines), given that none of their articles are modified. Therefore, there is no need for a Subsidy Contract modification in case the Application Form, as annex of the Subsidy Contract, is modified, if there is no modification of any of its articles.

The MA reserves the right to consider the possibility of reducing the approved project budget in the following cases:

a. In case that one year after signing of the subsidy contract the total verified expenditure reported in the progress reports, as regards to the previous year, is less than 20% of the total project budget, the MC, based on the proposal of the MA, may decide to reduce the budget of the project. If the reduction of the project budget is decided, this contract and respective annexes will be modified accordingly.

b. In case the ERDF annual contribution (as stated in the Programme) is automatically de-committed by the EC, in accordance with Regulation (EU) 1303/2013 the MC based on the proposal of the MA, may decide to reduce the budget of the project. Once the reduction of a project's budget is decided, this contract and its respective annexes will be modified accordingly.

c. In case the assessment of the Start-up Time Plan and Procurement Plan in the end of the start-up period, submitted to the JS/MA before the signing of the present contract, shows significant delays in project implementation, the MC based on the proposal of the MA, may decide to reduce the budget of the project and the project scope, given that the project remains operational.

#### 4.9 First Level Control

In Greece, there is a decentralized system of expenditure verification as described in the Ministerial Decree 9771/DIOE/470/20-2-2009.

The first level control in Bulgaria will be performed by independent controllers contracted by the NA following open tender procedure, organized by the NA in accordance with the applicable public procurement legislation.

The following table provides the information regarding the responsible First Level Control bodies in both countries:

Name of authority/body and department	Head of authority/body (position or post)
First Level Control, Bulgaria:  Decentralized system established and coordinated by the Ministry of Regional Development and Public Works	BULGARIA : Minister of Regional Development and Public Works
First Level Control, Greece:  Ministry of Investments and Development, Greece MA of European Territorial Cooperation Programmes - UNIT C	GREECE: Head of UNIT C Tel. +30 2310 469600 Fax. +30 2310 469602

Further information regarding the first level control procedure is provided in the First Level Control Documents (Annex IV).

#### 4.10 De-Commitment of funds on project beneficiary level

Following the de-commitment of ERDF funds on a Programme level, the MA imposes the relevant reduction on the PBs.

For the above, both, qualitative and quantitative criteria will be applied to locate which PBs will be affected. The JS/MA will take into consideration the following data for the PBs:

- Financial rate of implementation
- Level of implementation of the activities
- Problems affecting the full achievement of the expected results

These criteria should be based according to the foreseen amount in the AF that will be spent during this period and the amount that will be sent for verification. A serious deviation of the beneficiaries from the payments' and verifications' plan and in case of de-

commitment on Programme level, the MA will reserve the right to reduce the funds of the beneficiaries concerned.



**ANNEXES<sup>5</sup> (as in force)**

- I. Subsidy Contract**
- II. Partnership Agreement**
- III. Progress Report and Progress Report Manual**
- IV. First Level Control Documents**
- V. Information and Publicity Project Partners Guidebook**
- VI. Ministerial Decision for the Management and Control Systems of the European Territorial Cooperation Objective Operational Programmes, as in force (regards Greek beneficiaries)**
- VII. Project Closure Manual**

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<sup>5</sup> All annexes are uploaded and available at the Programme website [www.greece-bulgaria.eu](http://www.greece-bulgaria.eu).