

## OPERATIONAL AGREEMENT PAO - SPO

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### By and between the Contracting Parties

**The Central Finance and Contracts Unit (CFCU)**, represented by **Mr. Muhsin Altun**,

Programme Authorising Officer (PAO)

and

**The Senior Programme Officer (SPO)**, <Ministry>

Hereinafter jointly referred to as the “Parties”

### WHEREAS

the Parties to this agreement have a common responsibility in the implementation of the 2009 IPA Component I - “**TR07xx.xx – Project Name**” for Turkey as indicated in the Financing Agreement, signed between the European Commission and the Government of Turkey on xx xxxxx 2011,

the division of the specific responsibilities of each Party have been clearly defined in the Memorandum of Understanding on the establishment of the CFCU, signed between the European Commission and the Government of Turkey on the 14<sup>th</sup> February 2002 and ratified by the Grand National Assembly on the 29<sup>th</sup> January 2003, whereby

the *Senior Programme Officer* is responsible for the technical implementation of the EU funded projects, while

the *Central Finance and Contracts Unit* is responsible for the tendering, contracting and payments relating to those projects,

Therefore,

The parties have agreed and established that the roles and responsibilities will be divided between them as follows:

### Article 1

#### Definitions

#### *Decentralised Implementation System (DIS)*

Implementation System of the EU’s external aid programme where part of the management and responsibilities have been transferred to the Recipient country whilst the Commission retains the final responsibility under the EC Treaties.

*Central Finance and Contracts Unit (CFCU)*

An implementing body of the DIS within the national administration in charge of tendering, contracting and payments for institution building projects and other projects if so specifically provided. For these projects the technical implementation is carried out by a SPO as defined below.

*National IPA Co-ordinator (NIPAC)*

The EU Secretary General in charge of the programming within the Recipient country. The NIPAC also ensures a close link between the general accession process and the use of Community financial assistance, and is responsible for the monitoring and assessment of EU programmes.

*National Authorising Officer (NAO)*

The Undersecretary of the Treasury heading the NF. The NAO has the overall responsibility for the sound financial management of EU funds.

*National Fund (NF)*

The Central treasury entity within the Undersecretariat of Treasury through which the Community funds are channelled towards the Recipient.

*Programme Authorising Officer (PAO)*

An official within the national administration heading the CFCU or an Implementing Agency (IA). The PAO is responsible for the operations of the CFCU/IA and for the sound financial management of the programmes/projects to be implemented.

*Senior Programme Officer (SPO)*

An official of the national administration (line ministry/agency) in charge of the technical implementation of the programmes/projects in the cases where the CFCU is responsible for the administrative and financial implementation of the programmes/projects.

**Article 2****Scope of the Agreement**

1§ The duration of this agreement will cover the duration of the 2009 IPA Component I National Programme for Turkey to which it is related and will commence on the date of coming into force of the said programme and will terminate on the date of the official expiry of the programme, until the deadline for commitments and the deadline for the completion of the execution of contracts.

2§ It covers in particular the projects designated therein that are to be implemented technically by the SPO. These projects are identified in the attached covering letter.

3§ If there is a further breakdown of any project or further modification in the implementation, the SPO, before carrying out further operation or implementation will consult with the CFCU on the correct procedure to follow. The modification will then be subject to a side letter to this agreement, if necessary.

4§ For the grant contracts with the grant beneficiaries, provisions and procedures defined within the relevant implementation manuals will be followed.

### Article 3

#### Role of the Programme Authorising Officer (PAO)

The PAO shall ensure the sound financial management of EU funded programmes/projects. In this framework, the PAO will be responsible for financial and administrative side of the procurement of services, supplies, works and grants of all programmes/projects and timely implementation and execution of EU funded programmes. Additional responsibilities may be defined in the Financing Agreement with the National Fund.

The PAO shall ensure that the EU rules, regulations and procedures pertaining to the procurement of services, supplies, works and grants are adhered to, and that a proper reporting system is functioning.

The PAO may delegate part of his responsibilities, including the right of signature for all documents and actions listed in Article 4, to other delegated signatories, up to a maximum of two officials whose signatures becomes equally valid. The responsibilities thus delegated will be clearly enumerated in a separate document and communicated to the European Commission. The PAO can, at any time, revoke the delegation of the right of signature.

The PAO (or his delegated representative) will sign or endorse, as required, the documents as described in Articles 10, 13 and 14.

### Article 4

#### Responsibilities of the Programme Authorising Officer

The PAO will have the sole responsibility over the overall budgeting, tendering, contracting, payments, accounting and financial reporting aspects of the procurement of services, supplies, works and grants in the context of the EU funded programmes in Turkey, as well as submission of documents to be endorsed by the Delegation of the European Commission to Turkey.

The PAO is accountable<sup>1</sup> to the NAO not only for the direct work of the CFCU but also for all the work of the SPO in respect of contracts and payments for which EU funding is sought.

This accountability gives the PAO both the right and duty to provide guidance on systems and control requirements to the SPOs – and to exercise close supervisory monitoring over how the Line Ministry operate.

In respect of Twinning the PAO will sign the Twinning Contract and have the responsibility for the payment, accounting and financial reporting aspects.

The PAO will advise the SPO, on his/her request, on EU external aid implementation procedures (e.g. procurement and contracting procedures), it being clear however that full responsibility, for technical implementation, remains with the SPO under the overall supervision

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<sup>1</sup> Accountability is based on the concept of “reasonable assurance”.

of the PAO. The CFCU will provide advisory services and maintain the necessary documentation for this purpose.

Specifically, the PAO, directly or through the CFCU, will have the following responsibilities:

a) *Designation of the SPO: PAO, pursuant to article 75/3 of the IPA Implementation Regulation, shall designate an official within the line ministry or agency as SPO.*

b) Tendering:

Receiving Terms of Reference/Technical Specifications/Works Dossiers, Tender Requests and tender summary sheets in standard format from the SPO; reviewing Terms of References/ Technical Specifications/ Work Dossiers in procedural, contractual, financial and quality terms as described in Article 3 submission of requests to the European Commission for the publishing of contract forecasts and procurement notices on the Internet (EuropeAid WWW site), and in the Official Journal of the European Communities, if applicable, as foreseen under Articles 90 and 167 of the Financial Regulation applicable to the General Budget of the European Communities, Council Regulation (EC, Euratom) No. 1605/2002 of 25 June 2002; receiving all applications for EC funded service contracts from prospective tenderers; checking and nominating the composition of the Shortlist Panel where the voting members are proposed by SPO; acting as the non-voting chairperson and as the non-voting secretary of the Shortlist Panel from the CFCU, securing the respect of the procedures without any interference in the technical decision of the Committee; providing advice and administrative support in the carrying out of the short listing process; preparation of the Shortlist Report and submission to the Delegation of the European Commission for approval; preparation of tender dossiers and submission to the Delegation of the European Commission for approval; dispatching of tender dossiers to bidders; providing information to tenderers in line with EU procedures; checking and nominating the composition of the Evaluation Committee where the voting members are proposed by SPO at tender evaluations; appointing the non-voting chairperson and as the non-voting secretary of the Evaluation Committee from the CFCU ; securing the respect of procedures; verifying the full time attendance of evaluation members and external assessors (for both Shortlist Panel and Tender Evaluation Committees); providing advice and administrative support to the carrying out of tender evaluations (but not involving itself, apart from advice on procedures, in the technical evaluation process, technical or financial selection, which remain the responsibility of Panel and Committee members acting in accordance with the Terms of References/Technical Specifications/Work Dossiers); preparation of the Tender Evaluation Report and submission to the Delegation of the European Commission for approval.

c) Contracting:

Managing the contract award process to ensure that EU administrative procedures are properly followed; contract negotiations, where appropriate (the SPO shall provide technical assistance), drafting, preparation and signature of contracts by the PAO (endorsed by the Delegation of the European Commission) on the basis of the request and technical recommendations of the SPO; signature of Twinning Contracts, ensuring conformity with the EU administrative and legal requirements (in case of non-conformity, the PAO has to inform the concerned SPO in writing); recording contracts awarded by programme and project.

d) Accounting:

Establishing and maintaining an accounting system; keeping separate records for each sector programme and adequate accounting recording all payments registered by programme, project, contract, etc; operating financial accounts with all the standard checks and reconciliations.

e) Payments:

Carrying out payments in accordance with standard EU procedures, in force at the time; receiving requests for payment/invoices from contractors, checking these are legitimate, requesting the prior authorisation on technical terms from the SPO ("read and approved"), or returning for amendment to contractor, as appropriate.

f) Reporting:

Providing to National Fund for distribution to NIPAC and EUD in Ankara quarterly reports covering the financial status of each programme; schedules for upcoming tenders; effected tender evaluations and contracts awarded; details on how the projects are implemented, problems encountered (if any), perspectives for the future, and any other necessary information which may be requested by the EUD and/or NAO and NIPAC. The reporting will also cover the co-financed parts of any programme.

g) Fund requests and management of account:

Preparation of requests for advance payments from the National Fund as set out in the Financing Agreement with the National Fund. Such requests are to be approved and certified by the PAO and sent to the National Authorising Officer for approval and certification prior to transmission of the funds.

Operation of a sub-account for each Programme to be managed by the PAO in accordance with the relevant Financing Agreement. The PAO will be accountable for the operation of the sub-account to the National Fund.

Maintaining, monitoring and arranging for replenishment of the sub-accounts, based on the disbursement performances and reporting to the National Fund on a quarterly basis on the status of the sub-accounts.

h) Training and Advice:

Arranging and providing, where appropriate, training in EU payments and procurement procedures for any implementing bodies of the Decentralised Implementation System; advising SPOs on EU procurement and financial implementation procedures, it being clear however that full responsibility, for technical implementation, remains with the recipient SPO. The PAO, through the CFCU will develop a specialised advisory training capacity and maintain the necessary documentation for this purpose.

i) Audit:

The PAO can undertake on his/her own initiative audits of projects implemented by the recipient of funds including grant beneficiaries and will provide full assistance and co-operation to national and EC auditors. All audit findings and any irregularity detected in the management of the funds will be reported to the European Commission through the NAO.

If the PAO is in any doubt as to the appropriateness or effectiveness of the work of the Line Ministry – either in respect of an individual transaction or more broadly with the way the systems and controls function he has the full right and duty to withhold his signature on any related contracts or payments which the Line Ministry is proposing for EU funding.

## Article 5

### Role of the Senior Programme Officer (SPO)

The SPO will be an official designated by the PAO within the line ministry or agency involved in the project who shall ensure that the technical aspects concerning the preparation and implementation of the programmes, relating to his/her line Ministry or Agency, are carried out in an effective and timely manner

The SPO may delegate part of his/her responsibility and actions, including the right of endorsement of documents (read and approved/ conforme aux faits), to a maximum of two officials within the same Ministry or Agency. The names and signatures of the officials to whom the SPO has delegated his/her responsibility must be communicated to the PAO and the Delegation of the European Commission (EUD) by the SPO.

The SPO should be of a sufficient senior level within his/her Ministry or Agency to allow him/her to make the appropriate decisions and to act as required in accordance with the responsibilities entrusted to him/her.

The Ministry or Agency shall ensure that the SPO is provided with an appropriate number of qualified personnel to enable him/her to discharge the responsibilities to be carried out by him/her in an efficient manner.

The SPO, being responsible for the technical management and timely implementation of the programmes, will exercise a supervisory function, when necessary, over the relevant Turkish institutions in the preparation and technical implementation of projects.

## Article 6

### Responsibilities of the Senior Programme Officers

Under the overall responsibility of the PAO, SPO shall carryout the following tasks:

- (a) be responsible for the technical aspect of the operations within line ministries,
- (b) assist the PAO in the good and timely preparation and implementation of operations at technical level,

- (c) be in charge of the coordination within each priority axis set down in Turkey's project proposal.

More specifically the responsibilities of the SPO will include:

- (a) Preparation of Terms of Reference/Technical Specifications and Works Dossiers,
  - (b) Submission of requests to the CFCU to launch tenders,
  - (c) Providing necessary information concerning technical aspects of the project to the CFCU during the preparation of tenders and/or the tendering process,
  - (d) Endorsement of commitment and disbursement schedules prior to their transmission to the CFCU,
  - (e) Proposing voting members in Evaluation Committees and in Short List Panels,
  - (f) Provision of technical assistance to the CFCU in contract negotiations, if necessary,
  - (g) Endorsement of Twinning Contracts , where appropriate,
  - (h) Technical Management and Monitoring of service, supply and work contracts of the programme/project, notifying the CFCU of difficulties or non-performance during contract implementation,
  - (i) Monitoring of Grant Contracts of grant beneficiaries in collaboration with relevant central and local authorities
  - (j) Contribution to the development and implementation of policies that facilitate the achievement of the project goals as well as the efficiency of future programmes and projects,
  - (k) Technical implementation of EU funded projects except the projects of Grant Beneficiaries:
    - Cooperating with the contractor and rendering logistical or other assistance, if deemed necessary by SPO, Ensuring that the contractor performs the tasks in accordance with the pre-defined deadlines and to the standard of quality required,
    - Approval of the reports of contractors ("read and approved")
    - Ensuring that the provisional and final acceptances are properly made ("read and approved"),
    - Approval of experts' timesheets ("read and approved"),
    - Approval of technical documents and payments requests/invoices prior to financial check and payment by CFCU ("read and approved"),
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- Coordination with other departments within his/her Ministry or Agency for the development and proper implementation of projects,
- (l) Preparation of regular status reports on the progress of the implementation of projects and input into the preparation of financial and reporting documents required by the CFCU,
- (m) The **immediate** reporting of any determined/suspicious irregularity to the CFCU and, where non detected, the preparation and submission of a quarterly “Zero” Irregularity Report to the CFCU,
- (n) Participation in regular programme implementation and monitoring meetings with the CFCU and the EUD,
- (o) Monitoring of the implementation of programmes/projects
  - Participation in the appropriate Sectoral Monitoring Sub-Committees
- (p) Other tasks related to the technical implementation of the programmes/projects under his/her responsibility.

The SPO shall be responsible for ensuring that an adequate organisation, with sound internal procedures, is established within his/her line Ministry or Agency staffed by an appropriate number of qualified personnel to enable him/her to carry out the implementation of EU projects in a timely, effective and efficient manner. The SPO will confirm this by the signature of the Declaration of the SPO attached as Annex 1 to this Agreement

Also, as the PAO is accountable to the NAO for all the work of the SPO in respect of contracts and payments for which EU funding is sought, this accountability gives the obligation on the SPO to fully cooperate with any supervisory actions the PAO may wish to undertake.

## **Article 7**

### **Project Selection**

Projects, which may be financed under the programme have been identified in the Financing Agreement relating to the 2009 IPA Component I National Programme for Turkey

## **Article 8**

### **Procurement**

Procurement shall be carried out according to the new Practical Guide to Contract Procedures for EC External Actions ensuring transparency, proportionality, equal treatment and non-discrimination as provided by Title V in Part 1 of the Financial Regulation, by the Council Regulation concerning pre-accession financial assistance for Turkey and by the Financing Agreement – 2009 IPA Component I National Programme for Turkey.



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## Article 9

### Co-financing Requirements

Where co-financing is foreseen for any project, the SPO shall be responsible for ensuring the commitment of the National Contribution from the appropriate Ministry or Government body.

## Article 10

### Transfer of Funds

1§ The transfer of funds from the National Fund to the CFCU shall be made following submission of cash flow forecasts prepared on the basis of signed and future commitments and status reports on the progress of the implementation of projects, as indicated in the Financing Agreement between the CFCU and the National Fund and the Financing Memorandum relating to the 2009 National Programme for Turkey.

2§ To enable the CFCU to formally request funds from the National Fund the SPO shall fill the Progress and Monitoring Reports on a quarterly basis through electronic media developed by the CFCU, no later than the 5th working day of the following month of each quarterly period (i.e. the reports for 1st Quarter 2011 - January-February-March 2011- to be filled till 5 April 2011), **progress reports** as stipulated in Article 16, paragraph 2.

## Article 11

### Reallocation of Funds

A reallocation of funds may take place in accordance with the provisions set out in the Memorandum of Understanding on the establishment of the National Fund concluded between the Government of Turkey and the European Commission on 14<sup>th</sup> February 2002 and also following the conclusions of the relevant Joint Monitoring Committees.

## Article 12

### Monitoring

1§ Monitoring shall follow the rules of the DIS and other instructions issued by the European Commission and communicated to the SPO by the CFCU, particularly the rules on the Joint Monitoring Committees and Sectoral Monitoring Sub-Committees. The SPO and/or the grant beneficiaries shall be directly involved in the monitoring of projects.

2§ The SPO shall provide the CFCU with all relevant information that it may request. The SPO shall participate in the Sectoral Monitoring Sub-Committee that deals with projects, managed by the SPO.

## **Article 13**

### **Payments**

1§ Payments shall be made by the CFCU to the contractors in accordance with the EC procedures after technical verification by the SPO of the technical documents and payment requests/invoices prior to financial check and payment by CFCU according to contractual provisions.

2§ The CFCU shall only make payments against signed contracts endorsed by the Commission in accordance with the new Practical Guide to Contract Procedures for EC External Actions and any subsequent revisions required by the new Financial Regulation.

## **Article 14**

### **Bank Accounts**

The CFCU shall make payments to relevant contractors from the sub-account opened in the Central Bank in accordance with Article 12 of the Memorandum of Understanding on the establishment of the National Fund.

## **Article 15**

### **Audits**

1§ The accounts and operations of all relevant implementation structures directly related to EU programmes and projects and the related co-financing may be checked at regular intervals by Treasury Controllers and/or an outside auditor contracted by the Commission without prejudice to the responsibilities of the Commission and the European Court of Auditors.

2§ The SPO must ensure that all written records relating to projects under their responsibility shall be stored for seven years from the date of final payment of the contracts.

## **Article 16**

### **Reporting**

Notwithstanding the provisions of Articles 3, 4, 5 and 6

1§ The CFCU will be responsible for the preparation of the following reports:

- Quarterly reports on the financial status of each programme for distribution to the National Fund.
- Regular (monthly) updates on the status of the projects being implemented, schedules of tenders, tender evaluations, contracts awarded and payments throughout the duration of the Programme(s).

2§ To enable the CFCU to prepare the above reports the SPO shall submit to the CFCU the following information:

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- Following the signature of this Operational Agreement an initial schedule of upcoming tenders, tender evaluations, contracts to be awarded and forecast disbursements should be prepared with the assistance of the appropriate CFCU Contract Manager. This schedule will then be updated on a monthly basis by the SPO by the 5<sup>th</sup> of the following month.
- Information, on a quarterly basis by the 5<sup>th</sup> working day of the following month of each quarterly period, on the status of the projects, or sub-projects (where appropriate); how they are implemented, problems encountered (if any), perspectives for the future, and any other necessary information requested by the PAO. The template for the “Progress and Monitoring Report” is attached as Annex 2 to this Operational Agreement
- Immediate information on any determined/suspicious irregularities that may have occurred or, if none then, the submission of a “Zero” Irregularity Report (Annex 3)<sup>2</sup> on a quarterly basis by the 5<sup>th</sup> working day of the following month of each quarterly period.

### Article 17

#### Final Provisions

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

This Agreement shall enter into force on the date of the signature by all parties and shall remain valid until the final closure of the programme referred to in Article 2.

<b>Annexes:</b>	Annex 1	Declaration of SPO
	Annex 2	Declaration of Assurance
	Annex 3	Quarterly Progress and Monitoring Report
	Annex 4	Quarterly Irregularity Report

<b>For the Central Finance &amp; Contracts Unit</b>	<b>For the &lt;Ministry&gt;</b>
<b>Programme Authorising Officer:</b> Muhsin Altun	<b>Senior Programme Officer:</b> .....
Signature:  .....	Signature:  .....
Date:.....	Date:.....

<sup>2</sup> ““Standard Forms” developed by OLAF based on the relative regulation in order to improve the quality of reported information and to ensure the same level of compliance by all reporting countries, OLAF’s reporting tools, instructions, working documents, guidelines for the respective programme/instrument should be used. Standard forms and other essential information and any amendment to them shall be circulated to the SPOs by the Irregularity Officer of the CFCU. On the other hand reporting tools developed by NF and CFCU should also be utilized”.

**ANNEX-1****DECLARATION OF THE SENIOR PROGRAMME OFFICER**

I, the undersigned, properly appointed Senior Programme Officer, under the <Ministry>, for <project> hereby declare, that internal procedures are applied properly in the above mentioned institution in order to implement the following assignments:

- 1) to prepare or organize the preparation (when tender dossier is prepared not by the Ministry or public institution itself) of technical specifications, terms of reference, guidelines, etc. for applicants in accordance with the requirements set forth in Financing Agreement and PRAG rules and submit to the Central Finance and Contracts Unit (hereinafter CFCU) for approval following the deadlines specified in the respective Financing Agreement;
- 2) to propose candidates to evaluation committees and Twinning Light selection committees to the CFCU for approval and ensure the participation of the voting members of the evaluation committee during the entire period of the procurement;
- 3) to supervise properly the technical implementation of the all contracts including grant contracts, give informed opinion on any proposal for contract amendment and recommend to CFCU approval/no approval of the requested amendment;
- 4) to check and approve the conformity of invoices (read and approved), other documents referred to in contracts signed with suppliers, consultants or contractors with the requirements set forth in contracts and technical terms and conditions;
- 5) to submit progress reports (quarterly, intermediate and final etc.) on the technical implementation of the projects to the CFCU in accordance with the forms forwarded by the CFCU;
- 6) to submit quarterly irregularity reports to the CFCU in accordance with the forms forwarded by the CFCU;
- 7) to be responsible for the accuracy of the information presented in the reports to the CFCU, to create conditions for the National Fund and the CFCU to check this information at the final beneficiaries' subordinate to the Ministry, Monitoring Committee or other public institution.

I also confirm that there are sufficient skilled personnel in the above mentioned institution and that there are all other resources required for the successful and timely implementation of the EU projects assigned for me.

I also confirm that there is implemented the document filing and storage system, securing the audit trail and that any documentation related to the projects are kept in accordance with the internal rules under the Ministry of \_\_\_\_\_ .

**Senior Programme Officer:**

Name:

Function:

Signature.....

Date: .....

**ANNEX-2****DECLARATION OF ASSURANCE**

Key elements concerning relationship PAO/SPO requiring clear acceptance amongst PAO and all SPOs.

- a) The PAO is accountable to the NAO *not only* for the direct work of the CFCU *but also* for all the work of the Line Ministries/Agencies in respect of contracts and payments for which EU funding is sought.
- b) This accountability gives the PAO both the *right and duty* to provide guidance on systems and control requirements to the SPOs - *and* to exercise close supervisory monitoring over how the Line Ministries/Agencies operate.
- c) This accountability also gives the obligation on the Line Ministries/Agencies to *fully cooperate* with any supervisory actions the PAO may wish to undertake.
- d) If the PAO is any doubt as to the appropriateness or effectiveness of the work of the Line Ministries/Agencies – *either* in respect of an individual transaction *or* more broadly with the way the systems and controls function he has the full right and duty to withhold his signature on any related contracts or payments which the Line Ministry/Agency is proposing for EU funding.

As a supplementary part of the Operational Agreement which was already signed, this Agreement reflects the common understanding between the PAO and the SPO in respect to implement and monitor the EU-funded programmes in an appropriate and timely manner.

For the Central Finance & Contracts Unit	For the <Ministry>
<b>Programme Authorising Officer:</b> Muhsin Altun	<b>Senior Programme Officer:</b>
Signature:  .....	Signature:  .....
Date:.....	Date:.....

## ANNEX-3

## PROGRESS AND MONITORING REPORT NO:

Reporting Period :

## 1. BASIC PROJECT DATA

Sector:

Project  
Number  
and Title:

<u>Expiry Dates</u>	Commitment	Execution of Contracts	Disbursements

<u>Budget (M€)</u>	EU Contribution	National Co-financing and Other	Total Budget (Euro)
Name of Component 1:			
Name of Component 2:			
Name of Component 3:			
<b>Total:</b>			

Beneficiary Institution:

Senior Programme Officer:

Position:

Delegate 1

Position:

Delegate 2

Position:

Address

Telephone

Fax number

Email address

## 2. PROJECT FICHE AMENDMENTS

<u>Type of Amendment</u>	Replacement of SPO :	Budget Revision:	Extension:	Other:
Yes/No				
<b>Short Explanation (please explain maximum in one paragraph indicating the date of the amendment)</b>				

**3. MONITORING DATA**

<b>Component 1:</b>	
<b>Name:</b>	
<b>Contract Type:</b>	
<b><u>Contract Status:</u></b>	
<b><u>Budget:</u></b>	
<b><u>Contracted:</u></b>	
<b><u>Disbursed:</u></b> (to be filled by the CFCU)	

**1.1 Indicators:**

Summarize the current status of the project against indicators for project results (stated in the logframe matrix)

**1.2 Activities:**

Major activities undertaken during the period of the report

**1.3 Current Problems & Risks:**

What problems and risks occurred during this monitoring period? Is there any remedial action taken? Do you have any proposals to remedy them?

**1.4 Anticipated Problems & Risks:**

Is there any anticipated problem or risk that may hinder project progress? Do you have any proposals to remedy them?

**1.5 Planned Activities:**

What are the planned activities of this component in the next monitoring period?

<b>Component 2:</b>	
<b>Name:</b>	
<b>Contract Type:</b>	
<b><u>Contract Status:</u></b>	
<b><u>Budget:</u></b>	
<b><u>Contracted:</u></b>	
<b><u>Disbursed:</u></b> (to be filled by the CFCU)	



**2.1 Indicators:**

Summarize the current status of the project against indicators for project results (stated in the logframe matrix)

**2.2 Activities:**

Major activities undertaken during the period of the report

**2.3 Current Problems & Risks:**

What problems and risks occurred during this monitoring period? Is there any remedial action taken? Do you have any proposals to remedy them?

**2.4 Anticipated Problems & Risks:**

Is there any anticipated problem or risk that may hinder project progress? Do you have any proposals to remedy them?

**2.5 Planned Activities:**

What are the planned activities of this component in the next monitoring period?

#### 4. PAST RECOMMENDATIONS & FOLLOW UP FROM SECTORAL MONITORING SUB-COMMITTEE MEETINGS (SMSCs)

Recommendation	Addressee	Deadline	Status

**ANNEX-4****QUARTERLY IRREGULARITY REPORT**

Financing Memorandum : \_\_\_\_\_

Programme number and title : \_\_\_\_\_ - \_\_\_\_\_

Period covered by the report: from .....to.....

Total number of pages: .....

I, \_\_\_\_\_ acting as the Senior Programme Officer of the  
\_\_\_\_\_ certify that,

- ☐ There are no determined or suspicious irregularities to report during the period covered by this report.
- ☐ The following determined or suspicious irregularities\* have occurred during the period covered by this report. Full details are attached to this report.

I confirm that the information given in this report is, to the best of my knowledge, accurate and correct.

Name: \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

*\* Any determined/suspicious irregularities must be immediately reported to the CFCU using the format attached.*

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## **ANNEX 4 - Irregularity report**

**CONFIDENTIAL**

**Case No:** TR/XXXX/XXX/XX/01

### **REPORT TO THE NATIONAL AUTHORIZING OFFICER (NAO) ON IRREGULARITIES IN CONNECTION WITH THE INSTRUMENT FOR PRE- ACCESSION ASSISTANCE (IPA)**

#### **IDENTIFICATION OF COMMUNICATION**

**Beneficiary Country:**

**Case Number:** TR/XXXX/XXX/XX/01

**Quarter:**

- (a) Quarter I ( )
- (b) Quarter II ( )
- (c) Quarter III ( )
- (d) Quarter IV ( )

**Date Sent:** DD/MM/YYYY

**Administrative Department in Beneficiary Country:**

**Contact Point:**      **Name:**                                      **Phone:**  
                                 **Fax:**    **E-mail:**

#### **DETAILS OF IRREGULARITY**

##### **1. Description of Operation**

**1.1. Name of Programme:**

**1.2 Identification number:**

**1.3. Commission decision approving the programme:**

**1.4. Name of measure and title of project:**

**1.5. Beneficiary Country's project number:**

##### **2. Provision Infringed:**

**3. Date of first information leading to suspicion of irregularity:**

**3.1. Source of first information leading to suspicion of irregularity:**

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**4. Manner in which irregularity was detected****4.1. Who detected the irregularity?****4.2. How was the irregularity detected?****5. Type of irregularity:****5.1. Qualification of Irregularity:**

- (a) No irregularity ☐
- (b) Irregularity ☐
- (c) Suspected Fraud ☐
- (d) Established Fraud ☐

**5.2. Practices employed in committing the irregularity:****5.3. Are these practices considered new?**

Yes ☐ No ☐ Not known ☐

**6. Are other countries involved?**

Yes ☐ No ☐ Not Known ☐

**6.1. If yes, has notification been sent?**

Yes ☐ Date and reference: No ☐ Not known ☐

**7. Period of irregularity:****8. Date of primary administrative or judicial finding:****9. Authorities or bodies****9.1. Authorities or bodies which drew up the Primary administrative or judicial finding:****9.2. Authorities or bodies responsible for administrative or judicial follow-up:****10. Name and address of natural and legal persons involved****10.1. Natural persons:**

- Name:
- First Name:
- Address:
- Postal Code:
- City:
- Country:
- Function:

**10.2. Legal persons:**

- Name: ...
  - Registered Office:
  - Postal Code:
-

- City: Ankara
- Country: TURKEY
- Function:

**FINANCIAL ASPECTS****11. Total amount and distribution between sources of financing****11.1. Total amount of the operation:****11.2. Community financing:****11.3. Beneficiary Country financing:****12. Nature of the irregular amount:****13. Amount of the irregularity****13.1. Total irregular amount:****13.2. Community irregular amount:****13.3. Beneficiary Country irregular amount:****14. Financial consequences****14.1. Irregular amount under 13.1.already paid:****14.2. Community irregular amount under 13.2.already paid:****14.3. Beneficiary Country irregular amount under 13.3 already paid:****15. Irregular amount not yet paid****15.1. Irregular amount under 13.1 not yet paid:****15.2. Community irregular amount under 13.2 not yet paid:****15.3. Beneficiary Country irregular amount under 13.4 not yet paid:****15.4. Has the payment been suspended?**

Yes ( ) No ( ) N/A ( )

**16. Possibility of recovery:****17. Amount recovered****17.1. Total amount recovered:****17.2. Community amount recovered:**

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**17.3. Beneficiary Country amount recovered:**

**18. Amount to be recovered**

**18.1. Total amount to be recovered:**

**18.2. Community amount to be recovered:**

**18.3. Beneficiary Country amount to be recovered:**

## STAGE OF PROCEDURES

**19. Action by Beneficiary Country:**

**20. Has the recovery procedure been abandoned?**

Yes ( ) No ( ) N/A ( )

**21. Have criminal proceedings been abandoned?**

Yes ( ) No ( ) N/A ( )

**22. Sanction applied (administrative and/or judicial):**

**23. Additional observations:**

**24. Final communication:**

<i>Prepared by:</i>		<i>Checked by:</i>	
<i>Name and Position</i>		<i>Name and Position</i>	... Irregularity Officer
<i>Date</i>		<i>Date</i>	
<i>Signature</i>		<i>Signature</i>	

<i>Approved by:</i>	
<i>Name and Position</i>	Muhsin Altun PAO-CFCU Director
<i>Date</i>	
<i>Signature</i>	