

Terms of Reference for an Expenditure Verification of a Grant Contract for Estonia - Latvia- Russia Cross Border Cooperation Programme within the European Neighbourhood and Partnership Instrument 2007-2013

HOW TO USE THIS TERMS OF REFERENCE (ToR) MODEL? All text highlighted in yellow in this ToR model and its Annex 1 and 2 is for instruction only and beneficiaries/ partners of grant contracts should remove it after use. The parts of the ToR presented in <.....> (e.g. <name of the beneficiary/ partner>) must be completed by the beneficiary/ partner.

The following are the ToR on which <**name of the Beneficiary/ Partner**> hereinafter 'Beneficiary/ Partner'¹ agrees to engage <**name of the audit firm**> hereinafter 'the Auditor' to perform an expenditure verification and to report in connection with a European Community financed grant contract concerning the action <**title of the action and number of the grant contract**> (Grant Contract) financed under the *Estonia-Latvia-Russia Cross Border Cooperation Programme within the European Neighbourhood and Partnership Instrument* (Programme). Where in these ToR the Joint Managing Authority is mentioned this refers to the *Ministry of Regional Development and Local Government of the Republic of Latvia acting as the Joint Managing Authority for the Programme*, which has signed the Grant Contract with the Beneficiary and is providing the grant funding. The Joint Managing Authority is not a party to this agreement.

1.1 Responsibilities of the Parties to the Engagement

The Beneficiary/ Partner refers to the organisation that is implementing the action and receiving the grant and that has signed the Grant Contract with the Joint Managing Authority (in case of the Beneficiary) or Partnership Agreement² (in case of Partner(s)) with the Beneficiary.

- The Beneficiary/ Partner is responsible for providing a **consolidated financial report/ financial report** for the action **expenditure for which they are responsible** financed by the Grant Contract which complies with the terms and conditions of the Grant Contract and for ensuring that this financial report can be reconciled to the Beneficiary/ Partner's accounting and bookkeeping system and to the underlying accounts and records. The Beneficiary/ Partner is responsible for providing sufficient and adequate information, both financial and non-financial, in support of the financial report.
- The Beneficiary/ Partner accepts that the ability of the Auditor to perform the procedures required by this engagement effectively depends upon the Beneficiary, and as the case may be his partners, providing full and free access to the Beneficiary's/Partner's staff and its accounting and bookkeeping system and underlying accounts and records.
- The Auditor is responsible for performing the agreed-upon procedures as specified in these ToR, and for submitting a report of factual findings to the Beneficiary/ Partner. Auditor refers to the audit firm contracted for this engagement and in particular to the partner or other person in the audit firm who is responsible for the engagement and for the report that is issued on behalf of the firm, and who has the appropriate authority from a professional, legal or regulatory body.

By agreeing these ToR the Auditor confirms that he/she meets at least one of the following conditions:

¹ Use only a title, which is relevant, the other one shall be deleted.

² Further references to the Partnership Agreement are applicable in case the Partner is a party of this agreement. In case the Beneficiary is a party of this Agreement further references to the Partnership Agreement shall be deleted.

- The Auditor and/or the firm is a member of a national accounting or auditing body or institution which in turn is a member of the International Federation of Accountants (IFAC).
- The Auditor and/or the firm is a member of a national accounting or auditing body or institution. Although this organisation is not a member of the IFAC, the Auditor commits him/herself to undertake this engagement in accordance with the IFAC standards and ethics set out in these ToR.
- The Auditor and/or the firm is registered as a statutory auditor in the public register of a public oversight body in an EU member state in accordance with the principles of public oversight set out in Directive 2006/43/EC of the European Parliament and of the Council (this applies to auditors and audit firms based in an EU member state)³. Although this organisation is not member of the IFAC, the Auditor commits him/herself to undertake this engagement in accordance with the IFAC standards and ethics set out in these ToR.
- The Auditor and/or the firm is registered as a statutory auditor in the public register of a public oversight body in a **partner** country and this register is subject to principles of public oversight as set out in the legislation of the country concerned (this applies to auditors and audit firms based in a third country). Although this organisation is not member of the IFAC, the Auditor commits him/herself to undertake this engagement in accordance with the IFAC standards and ethics set out in these ToR.
- The Auditor and/or firm is registered in the Member States or territories of regions expressly covered and/or allowed by the Regulations of European Neighbourhood and Partnership Instrument. Auditor and/or firm must state, the country of which it is national by presenting the usual proof of nationality under its national legislation. Although this organisation is not member of the IFAC, the Auditor commits him/herself to undertake this engagement in accordance with the IFAC standards and ethics set out in these ToR.

1.2 Subject of the Engagement

The subject of this engagement is the Beneficiary/ Partner's expenditure verification in the financial reports in connection with the Grant Contract and Partnership Agreement for the period covering <dd Month yyyy to dd Month yyyy> and the action entitled <title of the action > (Action). Annex 1 to these ToR contains information about the Grant Contract and Partnership Agreement.

1.3 Reason for the Engagement

The project partner(s) in cooperation with the Beneficiary are responsible for designation of the partner's auditor(s) – either one per all partners located in the respective Programme Participating Country or one per each project partner or one per the Action.

Each project partner – including the Beneficiary - is responsible separately for **preparing a financial report of the expenditure for which it is responsible and for** having its expenditure validated by an external auditor. Each partner is required to submit to the Beneficiary the **financial report and** Expenditure Verification Report, produced by the external auditor (conforming to the model in Annex 3 to these ToR) for the part of the Action implemented under its own responsibility.

The Beneficiary is responsible for collecting all partners' **financial reports and auditors'** Expenditure Verification Reports, drafting a **consolidated** financial report for the whole Action (model in Annex VI of the Grant Contract) and presenting it to an auditor **to check its compilation**. The auditor issues a report of factual findings **on the**

³ Directive 2006/43 of the European Parliament and of the Council of 17 May 2006 on statutory audits of annual accounts and consolidated accounts, amending Council Directives 78/660/EEC and 83/349/EEC and repealing Council Directive 84/253 EEC.

compilation of the consolidated financial report, conforming to the model in Annex 3 to these ToR.

The Beneficiary is required to submit to the Joint Managing Authority the consolidated **financial report prepared for the whole Action** on the basis of the financial reports of **the beneficiary and all the partners** as annex in support of the payment requested under Article 15 of the General Conditions of the Grant Contract.

The Joint Managing Authority requires this report as it makes the payment of expenditure requested by the Beneficiary conditional on the factual findings of this report.

1.4 Engagement Type and Objective

This expenditure verification is an engagement to perform certain agreed-upon procedures with regard to the **Consolidated Financial Report** / Financial Reports for the Grant Contract. The objective of this expenditure verification is for the Auditor to carry out the specific procedures listed in Annex 2A to these ToR and to submit to the Beneficiary/ Partner(s) a report of factual findings with regard to the specific verification procedures performed. Verification means that the Auditor examines the factual information in the financial reports of the Beneficiary/ Partner and compares it with the terms and conditions of the Grant Contract and the **Partnership Agreement**. As this engagement is not an assurance engagement the Auditor does not provide an audit opinion and expresses no assurance. The Joint Managing Authority assesses for itself the factual findings reported by the Auditor and draws its own conclusions from these factual findings.

The Beneficiary also requires certain agreed-upon procedures to check the accuracy and consistency of the compilation of the **consolidated** financial report. The list of procedures is set out in Annex 2C and the model report is set out in Annex 3 to these ToR.

1.5 Standards and Ethics

The Auditor shall undertake this engagement in accordance with:

- the International Standard on Related Services ('ISRS') 4400 Engagements to perform Agreed-upon Procedures regarding Financial Information as promulgated by the IFAC;
- the Code of Ethics for Professional Accountants issued by the IFAC. Although ISRS 4400 provides that independence is not a requirement for agreed-upon procedures engagements, the Joint Managing Authority requires that the Auditor is independent from the Beneficiary/ Partner and complies with the independence requirements of the Code of Ethics for Professional Accountants.
- **national audit or verification standards and codes of ethics insofar as they are compatible with the IFAC standards.]**

1.6 Procedures, Evidence and Documentation

The Auditor plans the work so that effective expenditure verification can be performed. The Auditor performs the procedures listed in Annex 2A (Listing of specific procedures to be performed) and **2C** and applies the guidelines in Annex 2B (Guidelines for specific procedures to be performed) of these ToR. The evidence to be used for performing the procedures in Annex 2A **and 2C** is all financial and non-financial information which makes it possible to examine the expenditure claimed by the Beneficiary in the **consolidated** financial report or **by the partner in the financial report**. The Auditor uses the evidence obtained from these procedures as the basis for the report of factual findings. The Auditor documents matters which are important in providing evidence to support the report of factual findings, and evidence that the work was carried out in accordance with ISRS 4400 and these ToR.

1.7 Reporting

The report on this expenditure verification should describe the purpose, the agreed-upon procedures and the factual findings of the engagement in sufficient detail in order to enable the Beneficiary / **Partner(s)** and the Joint Managing Authority to understand the nature and extent of the procedures performed by the Auditor and the factual findings reported by the Auditor.

The use of the Model Report for an Expenditure Verification of an EC Grant Contract in Annex 3 of these ToR is compulsory. This report should be provided by the Auditor to <name of the Beneficiary/ Partner > within <xx; **number of working days to be indicated by the Beneficiary/ Partner** > working days after the day of signature of these ToR.

1.8 Other Terms

The fee for this engagement shall be <fee amount and currency> <The Beneficiary/ Partner may want to agree a fixed fee for the engagement or otherwise. The Beneficiary/ Partner should specify any reimbursable expenses and allowances (e.g. travelling, other) agreed with the Auditor and whether VAT and/or other relevant taxes are included in the fees/expenses.>

[The Beneficiary/ Partner and the Auditor can use this section to agree any other specific terms]

Annex 1 Information about the Grant Contract and Partnership Agreement

Annex 2A Listing of specific procedures to be performed

Annex 2B Guidelines for specific procedures to be performed

Annex 2C Listing of specific procedures to be performed for checking the compilation of the financial report (applicable just for Beneficiary in case of separate auditors)

Annex 3 Model report for an expenditure verification of a Grant contract

For the Beneficiary/ Partner:

Signature

<name and capacity>

<date>

For the Auditor:

Signature

<name and capacity>

<date>

Annex 1 Information about the Grant Contract

[Annex to be completed by the Beneficiary/ Partner]

Information about the Grant Contract and Partnership Agreement	
Reference number and date of the Grant Contract/ Partnership Agreement	< Joint Managing Authority's reference of the Grant Contract>
Grant contract/ Partnership Agreement title and short title	
Reference number and date of the Partnership Agreement(s) (please add as many rows as necessary)	
Country/Countries and Regions where the Action or part of it is implemented	
Beneficiary	< full name and address of the Beneficiary as per the Grant Contract>
Partner 1	< full name and address of the Partner 1 as per the Partnership Agreement no.>
Partner 2	< full name and address of the Partner 2 as per the Partnership Agreement no.>
Partner 3	< full name and address of the Partner 3 as per the Partnership Agreement no. >
Legal basis for the Contract	<p>Regulation (EC) No 1638/2006 of the European Parliament and of the Council of 24 October 2006 laying down general provisions establishing a European Neighbourhood and Partnership Instrument</p> <p>Commission Regulation (EC) No 951/2007 of 9 August 2007 laying down implementing rules for cross-border cooperation programmes financed under Regulation (EC) No 1638/2006 of the European Parliament and of the Council laying down general provisions establishing a European Neighbourhood and Partnership Instrument,</p> <p>The Estonia - Latvia - Russia Cross Border Cooperation Programme within Neighbourhood and Partnership instrument, adopted by the European Commission by the Decision No. 8113/19.12.2008</p>
Start date of the Action	
End date of the Action	
Total cost of the Action	<amount in Art. 3.1 of the Special Conditions of the Grant

	Contract>
Total cost of the part of the Action implemented under the Beneficiary's/Partner's responsibility	<amount as specified in Annex III of the Grant Contract/ Annex C of the Partnership Agreement >
Grant maximum amount	<amount in Art. 3.2 of the Special Conditions of the Grant Contract >
Grant maximum amount for the part of the Action implemented under the Beneficiary's/Partner's responsibility	<amount as specified in Annex III of the Grant Contract/ Annex B of the Partnership Agreement >
Total amount received to date by the Beneficiary from Joint Managing Authority	< Total amount received as per dd.mm.yyyy>
Total amount received to date by the Partner x from the Beneficiary	< Total amount received as per dd.mm.yyyy>
The amount requested for payment by the Beneficiary	< provide the amount requested for payment for the part of the Action implemented under its own responsibility >
The amount requested for payment by the Partner x	< provide the total amount requested for payment for the part of the Action implemented under its own responsibility >
Joint Managing Authority	<Provide the name, position/title, phone and E-mail of the contact person at the Joint Managing Authority.
Auditor	< Name and address of the audit firm and name/position of the person within the firm who is responsible for the report>

Annex 2A Listing of Specific Procedures to be performed

[This Annex is a standard listing of specific procedures to be performed and it shall not be modified]

1 General Procedures

1.1 Terms and Conditions of the Grant Contract

The Auditor obtains an understanding of the terms and conditions of the Grant Contract and Partnership Agreement by reviewing the Grant Contract and its annexes, the Partnership Agreement and other relevant information, and by inquiry of the Beneficiary/ Partner. The Auditor obtains a copy of the original Grant Contract (signed by the Beneficiary and the Joint Managing Authority) with its annexes and Partnership Agreement. The Auditor obtains and reviews the **draft financial report that includes the table of eligible expenditure** (which is drawn in same form as approved Action budget as per **Article 2.1 of the General Conditions** and Article 9 of the Partnership Agreement).

1.2 Report for the Grant Contract/Partnership Agreement

For the beneficiary, the Auditor verifies that the Financial Report complies with the following conditions of Article 2 of the General Conditions the Grant Contract:

- The Financial Report must conform to the model in Annex VI of the Grant Contract;
- The Financial Report should cover the Action as a whole, regardless of which part of it is financed by the Joint managing Authority;
- The Financial Report should be drawn up in the language of the Grant Contract;
- The proof of the transfers of ownership of equipment, vehicles and supplies (Article 7.3 of the General Conditions of the Grant Contract) should be annexed to the final Financial Report.

For the project partner(s), the Auditor verifies that the table of eligible expenditure complies with the following conditions of Article 2 of the General Conditions of the Grant Contract/Annex C of the Partnership Agreement:

- The table of eligible expenditure must conform to the model of the approved Action budget;
- The table of eligible expenditure should cover the Action as a whole, regardless of which part of it is financed by the Joint Managing Authority;
- The table of eligible expenditure should be drawn up in English;
- The proof of the transfers of ownership of equipment, vehicles and supplies (Article 7.3 of the General Conditions of the Grant Contract and Article 9 of Partnership Agreement) should be annexed to the table of eligible expenditure.

1.3 Rules for Accounting and Record keeping

The Auditor examines – when performing the procedures listed in this Annex - whether the Beneficiary/ Partner has complied with the following rules for accounting and record keeping of Article 16 of the General Conditions of the Grant Contract and Article 8 of the Partnership Agreement:

- The accounts kept by the Beneficiary/ Partner for the implementation of the Action must be accurate, **complete** and up-to-date;
- The Beneficiary/ Partner must have a double-entry book-keeping system;
- The accounts and expenditure relating to the Action must be easily identifiable and verifiable;

- The accounts must provide details of interest accrued on funds paid by the Joint Managing Authority/Beneficiary.

1.4 Reconciling the table of eligible expenditure to the Beneficiary/ Partner's Accounting System and Records

The Auditor reconciles the information in the Financial Report to the Beneficiary/ Partner's accounting system and records (e.g. trial balance, general ledger accounts, sub ledgers etc.) (See Article 16.1).

1.5 Exchange Rates

The Auditor verifies that amounts of expenditure incurred in a currency other than the Euro have been **translated** at the exchange rate made up by the average of the rates published in InforEuro for the months covered by the relevant report. the month when the expenditure was actually paid, unless otherwise provided in the Special Conditions of the Grant Contract (Article 15.9 of the General Conditions).

2 Procedures to verify conformity of Expenditure with the Budget and Analytical Review

2.1 Budget of the Grant Contract/Partnership Agreement

The Auditor carries out an analytical review of the expenditure headings in the Financial Report.

The Auditor verifies that the budget in the Financial Report corresponds with the Action budget of the Grant Contract/Partnership Agreement (authenticity and authorisation of the initial budget) and that the expenditure incurred was indicated in the Action budget of the Grant Contract/Annex C of the Partnership Agreement.

2.2 Amendments to the Budget of the Grant Contract/ Partnership Agreement

The Auditor verifies whether there have been amendments to the budget of the Grant Contract/ Partnership Agreement. Where this is the case the Auditor verifies that the Beneficiary/ Partner has:

- requested an amendment to budget and obtained an addendum to the Grant Contract/ Partnership Agreement if such an addendum was required (Article 9.1 of the General Conditions/ Partnership Agreement).
- informed the Joint Managing Authority about the amendment in case the amendment was limited (Article 9.2 of the General Conditions) and an addendum to the Grant Contract/ Partnership Agreement was not required.

3 Procedures to verify selected Expenditure

3.1 Eligibility of Costs

The Auditor verifies, for each expenditure item selected, the eligibility criteria set out below.

(1) Costs actually incurred (Article 14.1)

The Auditor verifies that the expenditure for a selected item was actually incurred by and pertains to the Beneficiary/ Partner **and was not double financed**. For this purpose the Auditor examines supporting documents (e.g. invoices, contracts) and proof of payment. The Auditor also examines proof of work done, goods received or services rendered and he/she verifies the existence of assets if applicable.

(2) Cut-off - Implementation period (Article 14.1a)

The Auditor verifies that the expenditure for a selected item was incurred during the implementation period of the Action.

(3) Budget (Article 14.1b)

The Auditor verifies that the expenditure for a selected item was indicated in the Action budget **and was not double funded under two different budget lines.**

(4) Necessary (Article 14.1c)

The Auditor verifies whether it is plausible that the expenditure for a selected item was necessary for the implementation of the Action and that it had to be incurred for the contracted activities of the Action by examining the nature of the expenditure with supporting documents.

(5) Records (Article 14.1d)

The Auditor verifies that expenditure for a selected item is recorded in the Beneficiary/ Partner's accounting system and was recorded in accordance with the applicable accounting standards of the country where the Beneficiary/ Partner is established and the Beneficiary/ Partner's usual cost accounting practices.

(6) Justified (Article 14.1e)

The Auditor verifies that expenditure for a selected item is substantiated by evidence (see section 1 of Annex 2B, Guidelines for Specific Procedures to be performed) and notably the supporting documents as specified in Article 16.2 and 16.3 of the General Conditions of the Grant Contract.

(7) Valuation

The Auditor verifies that the monetary value of a selected expenditure item agrees with underlying documents (e.g. invoices, salary statements) and that correct exchange rates are used where applicable.

(8) Classification

The Auditor examines the nature of the expenditure for a selected item and verifies that the expenditure item has been classified under the correct (sub)heading of the Financial Report.

(9) Compliance with Procurement, Nationality and Origin Rules

Where applicable the Auditor examines which procurement, nationality and origin rules apply for a certain expenditure (sub)heading, a class of expenditure items or an expenditure item **in accordance with Annex IV to the Practical Guide to Contract procedures for EC external actions (PRAG)**. The Auditor verifies whether the expenditure was incurred in accordance with such rules by examining the underlying documents of the procurement and purchase process. Where the Auditor finds issues of non-compliance with procurement rules, he/she reports the nature of such events as well as their financial impact in terms of ineligible expenditure. When examining procurement documentation the Auditor takes into account the risk indicators listed in Annex 2B and he/she reports, if applicable, which of these indicators were found.

3.2 Eligibility of Direct Costs (Article 14.2)

If the expenditure for a selected item is recorded under one of the direct costs headings 1 to 6 of the Financial Report, the Auditor verifies that this type of expenditure is covered by the direct costs as defined in Article 14.2 by examining the nature of the expenditure items concerned.

3.3 Provision for Contingency Reserve (Article 14.3)

The Beneficiary/ Partner's Auditor verifies that the provision for contingency reserve (heading 8 Financial Report) does not exceed 5% of the direct eligible costs of the Action and that the Beneficiary/ Partner has obtained prior written authorisation of the Joint Managing Authority for the use of this contingency reserve.

3.4 Administrative costs (Article 14.4)

The Auditor verifies that the indirect costs to cover the administrative overheads do not exceed 7% of the total amount of eligible direct costs of the Action.

The Auditor verifies that the local office and administration costs included by the Beneficiary/ Partner in the table of eligible expenditure - e.g. phone, internet, fax, photocopying, mailing, maintaining and running costs i.e. overhead costs – are a share of regular monthly payments for rent, electricity, heating, water, sewerage, data/communication and are supported by the relevant justifying documents. Other similar costs as well as consumable office supplies that are directly related to the Action implementation can be included in the administrative costs.

3.5 Contributions in kind (Article 14.5)

The Auditor verifies that eligible costs indicated and included by the Beneficiary/ Partner in the table of eligible expenditure do not include contributions in kind, except unpaid voluntary work and use of the Beneficiary/ Partner's own premises for implementation of the Action activities. Other contributions in kind are not considered actual expenditure, are not eligible costs and may not be treated as co-financing by the Beneficiary/ Partner. Each partner (including beneficiary) can report the in-kind contribution not exceeding 10% of the Beneficiary's/ partner's eligible expenditure

3.6 Non-eligible costs (Article 14.6)

The Auditor verifies that the expenditure for a selected item does not concern a non-eligible cost as described in Article 14.6 of the General Conditions and Guidelines for Grant Applicants. The Auditor verifies whether expenditure includes certain taxes, including VAT. If this is the case the Auditor verifies whether the Beneficiary/ Partner cannot reclaim these taxes and whether the applicable regulations, rules and practices in the country concerned allow the coverage of these taxes in the expenditure.

3.7 Revenues of the Action

The Auditor examines whether revenues which should be attributed to the Action (including inter alia grants and funding received from other donors and other revenue generated by the Beneficiary/ Partner in the context of the Action such as for example interest earned) have been allocated to the Action and disclosed in the Financial Report. For this purpose the Auditor inquires with the Beneficiary/ Partner and examines documentation obtained from the Beneficiary/ Partner. The Auditor is not expected to examine the completeness of the revenues reported.

Annex 2B Guidelines for Specific Procedures to be performed

[This Annex provides standard guidelines for the specific procedures to be performed and these guidelines shall not be modified]

1 Verification Evidence

When performing the specific procedures listed in Annex 2A the Auditor may apply techniques such as inquiry and analysis, (re)computation, comparison, other clerical accuracy checks, observation, inspection of records and documents, inspection of assets and obtaining confirmations and representations from the Beneficiary/ Partner or from third parties.

The Auditor obtains verification evidence from these procedures to draw up his report of factual findings. Verification evidence is all information used by the Auditor in arriving at the factual findings and it includes the information contained in the accounting records underlying the Report and other information (financial and non-financial).

The contractual requirements that relate to verification evidence are:

- Expenditure should be identifiable, verifiable and recorded in the accounting records of the Beneficiary/ Partner (Article 14.1.d) of the General Conditions of the Grant Contract and the requirements of the Partnership Agreement);
- Expenditure must be easily identifiable and verifiable and traced to and within the Beneficiary/ Partner's accounting and bookkeeping systems (Article 16.1 of the General Conditions and the requirements of the Partnership Agreement);
- The Beneficiary/ Partner will allow any external auditor to carry out verifications on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the financing of the Action. The Beneficiary/ Partner gives access to all documents and databases concerning the technical and financial management of the Action (Article 16.2 of the General Conditions and the requirements of the Partnership Agreement);
- Article 16.3 of the General Conditions of the Grant Contract provides a list of the types and nature of evidence that the Auditor will often find in expenditure verifications.

Moreover, for the purpose of the procedures listed in Annex 2A, evidence:

- Must be available in documentary form, whether paper, electronic or other medium (e.g. a written record of a meeting is more reliable than an oral presentation of the matters discussed);
- Must be available in the form of original documents rather than photocopies or facsimiles;
- Should preferably be obtained from independent sources outside the entity (an original suppliers invoice or contract is more reliable than an internally approved receipt note);
- Which is generated internally is more reliable if it has been subject to control and approval;
- Obtained directly by the Auditor (e.g. inspection of assets) is more reliable than evidence obtained indirectly (e.g. inquiry about the asset).

If the Auditor finds that the above criteria for evidence are not sufficiently met, he/she should detail this in the factual findings.

2 Obtaining an understanding of the terms and conditions of the Grant Contract (Annex 2A - procedure 1.1)

The Auditor obtains an understanding of the terms and conditions of the Grant Contract and he/she should pay particular attention to Annex I of the Grant Contract, which contains the Description of the Action, Annex II (General Conditions) and Annex IV,

which provides rules for procurement (including nationality and origin rules) by grant beneficiaries and partners in the context of EC external actions. Failure to comply with these rules makes expenditure ineligible for Community financing. These procurement rules apply to all grant contracts but depending on the legal basis for the Grant Contract (e.g. TACIS, ALA, Food Aid and Development Co-operation Instrument) nationality and origin rules may vary. The Auditor ensures with the Beneficiary/ Partner that the applicable nationality and origin rules are identified and understood. Applicable rules of nationality and origin are set out, for each legal basis, in Annex A2 to the Practical Guide⁴ to contract procedures for external actions of the European Communities.

If the Auditor finds that the terms and conditions to be verified are not sufficiently clear he should request clarification from the Beneficiary/ Partner.

3 Selecting Expenditure for Verification (Annex 2A - procedures 3.1 – 3.7)

The expenditure claimed by the Beneficiary/ Partner in the financial report is presented under the following budget headings: *1 Human Resources, 2 Travel costs, 3 Equipment and Supplies, 4 Local office, 5 Other costs and external services, 6 Infrastructure*. Budget headings 1 to 6 represent direct costs of the Action, heading 4 can also represent indirect costs. Budget headings can be broken down into subheadings such as for example *1.1 Salaries*.

Budget subheadings can be broken down into individual budget lines and budget lines into classes of expenditure items with the same or similar characteristics. The form and nature of the supporting evidence (e.g. a payment, a contract, an invoice etc) and the way expenditure is recorded (i.e. journal entries) vary with the type and nature of the expenditure and the underlying actions or transactions. However, in all cases expenditure items should reflect the accounting (or financial) value of underlying actions or transactions no matter the type and nature of the action or transaction concerned.

4 Verification Coverage of Expenditure (Annex 2A - procedures 3.1 – 3.7)

The Auditor applies the principles and criteria set out below when planning and performing the specific verification procedures for expenditure (procedures 3.1 – 3.7).

Verification by the Auditor and verification coverage of expenditure items means a complete and exhaustive verification of all the expenditure items that are included in a specific expenditure heading or subheading. This verification should cover 100% of expenditure.

The expenditure verification report, produced by an auditor shall be attached to:

- **any request for a further pre-financing payment (interim payment) for the Actions of duration over 18 months or awarded grant over 300 000 EUR,**
- **any request for final payment.**

The expenditure verification report accompanying a request for the balance payment covers all expenditures not covered by any previous expenditure verification report.

5 Procedures to verify Expenditure (Annex 2A - procedures 3.1 – 3.7)

⁴ Practical Guide (applicable for Budget and EDF) and annexes for Budget and EDF
see: http://ec.europa.eu/europeaid/work/procedures/implementation/practical_guide/index_en.htm

The Auditor verifies all expenditure items by carrying out procedures 3.1 - 3.7 listed in Annex 2A and reports all the factual findings and exceptions resulting from these procedures. Verification exceptions are all verification deviations found when performing the procedures set out in Annex 2A.

The Auditor quantifies the amount of the verification exception found and the potential impact on the EC contribution, should the Joint Managing Authority declare the expenditure item(s) concerned ineligible (where applicable taking into account the percentage of funding of the Commission and the impact on indirect expenditure (e.g. administrative costs)). The Auditor reports all exceptions found including the ones of which he cannot quantify the amount of the verification exception found and the potential impact on the EC contribution.

For example: if the Auditor finds an exception of 1.000€ with regard to procurement rules for a grant contract where the EC finances 60% of the expenditure and where administrative costs of 7% of total direct eligible expenses are foreseen, the Auditor reports an exception of 1.000€ and a financial impact of 642€ (1.000€ x 60% x 1.07).

Specific guidance for procedure 3.1.9 Compliance with Procurement, Nationality and Origin Rules

The Auditor should verify whether the expenditure for a selected item was incurred in accordance with the applicable procurement, nationality and origin rules by examining the underlying documents of the procurement and purchase process. Such documents relate to the opening of tenders, the assessment of the eligibility of tenderers and conformity of tenders, the evaluation of the offers and the decisions with regard to the awarding of the contract. When examining these procurement documents the Auditor takes into account the risk indicators listed at the end of this Annex and he reports, if applicable, which of these indicators were identified.

Specific guidance for procedure 3.5 Contributions in kind

The Auditor should verify that eligible costs indicated and included by the Beneficiary/ Partner in the table of eligible expenditure do not include contributions in kind, except unpaid voluntary work and use of the Beneficiary/ Partner's own premises for implementation of the Action activities. Other contributions in kind are not considered actual expenditure, are not eligible costs and may not be treated as co-financing by the Beneficiary/ Partner. Each Beneficiary/ partner can report in-kind contribution not exceeding 10% of the Beneficiary's/ partner's eligible expenditure.

ANNEX 2C Listing of specific procedures to be performed for checking the compilation of the Consolidated Financial Report

1 General Procedures

1.1 Terms and Conditions of the Grant Contract and Partnership Agreement (This section only applies where the Auditor is different to the person/firm that performs the expenditure verification work for the Beneficiary)

The Beneficiary's Auditor obtains an understanding of the terms and conditions of the Grant Contract by reviewing the Grant Contract and its annexes, the Partnership Agreement and other relevant information, and by inquiry of the Beneficiary. The Auditor obtains a copy of the original Grant Contract (signed by the Beneficiary and the Joint Managing Authority) with its annexes and of the Partnership Agreement. The Auditor obtains and reviews the Financial Report (which includes a narrative and a financial section) as per Article 2.1 of the General Conditions and Article 9 of the Partnership Agreement.

1.2 Consolidated Financial Report

The Auditor obtains the **Consolidated** Financial Report, the underlying working papers for the compilation of the **Consolidated** Financial Report and the individual Partners' **financial reports** that are to be included in the **Consolidated** Financial Report together with respective Auditor's reports of **factual findings**. The Auditor reviews the **Consolidated** Financial Report to establish compliance with the **following conditions**:

- **The Consolidated Financial Report must conform to the model in Annex VI of the Grant Contract;**
- **The Consolidated Financial Report should cover the combined expenditure for the Action as a whole, regardless of which part of it is financed by the Joint managing Authority;**
- **The Consolidated Financial Report should be drawn up in the language of the Grant Contract;**
- **The Consolidated Financial Report shows that there is no financial deviations requiring the use of article 9.2 of the General Conditions.**

2 Procedures to check the compilation of the Consolidated Financial Report

2.1 Completeness and accuracy of the compilation of the Consolidated Financial Report

The Auditor traces each budget line and actual amount stated in the **Consolidated** Financial Report to the total amounts in an underlying working paper that compiles the information from the individual Partners' verified **financial reports** for the Beneficiary and its Partners.

The Auditor traces each budget line and actual amount stated in the underlying working paper to the individual verified financial reports for the Beneficiary and its Partners.

The Auditor checks all calculations in the Financial Report and in the underlying working paper.

The Auditor reviews each Expenditure Verification Report (**report of factual findings**) to identify any findings that may affect the presentation of the Financial Report and that should be reported by him as exceptions.

2.2 Consistency of presentation

The Auditor checks that the Financial Report uses the same revenue and expenditure headings as the underlying financial reports for reporting both budget and actual amounts.

The Auditor checks that in compiling the Consolidated Financial Report, the budget and actual amounts recorded under each revenue/expenditure heading in the underlying individual verified reports have been consistently included under the same headings in the **Consolidated** Financial Report.

2.3. Classification

The Auditor examines the nature of the expenditure for a selected item and verifies that the expenditure item has been classified under the correct (sub)heading of the **Consolidated** Financial Report

2.4. Eligibility of Direct Costs

If the expenditure for a selected item is recorded under one of the direct costs headings 1 to 6 of the Financial Report, the Auditor verifies that this type of expenditure is covered by the direct costs as defined in Article 14.2 of the Grant Contract by examining the nature of the expenditure items concerned.

2.5. Provision for Contingency Reserve

The Auditor verifies that the provision for contingency reserve does not exceed 5% of the direct eligible costs of the Action and that the Beneficiary has obtained prior written authorisation of the Joint Managing Authority for the use of this contingency reserve as defined in Article 14.3. of the Grant Contract.

2.6 Financial impact

The Auditor compares the Consolidated Financial Report with approved budget and verifies that there is no deviation exceeding the limits set out in article 9.2 of General Conditions requiring either communication to the Joint Monitoring Authority or even an amendment of the contract. If the expenditure in any heading exceeds the limits for amendment, the Auditor will indicate the amount of ineligible expenditure in its report.

-
- Inconsistencies in the dates of the documents or illogical sequence of dates. Examples:
 - Offer dated after the award of contract or before the sending of the invitations to tender
 - Offer of the winning tenderer dated before the publication date of the tender or dated significantly later than offers of other tenderers
 - Offers of different candidates participating in the same tenders all having the same date
 - Dates on documents not plausible/consistent with dates on accompanying documentation (e.g. date on the offer not plausible/consistent with the postal date on the envelope; date of a fax not plausible/consistent with the printed date of the fax machine)
 - Unusual similarities in offers of candidates participating in the same tender. Examples:
 - Same wording, sentences and terminology in offers of different tenderers
 - Same layout and format (e.g. font type, font size, margin sizes, indents, paragraph wrapping, etc) in offers of different tenderers
 - Similar letterhead paper or logos
 - Same prices used in offers of different tenderers for a number of subcomponents or line items
 - Identical grammatical, orthographical or typing errors in offers of different tenderers
 - Use of similar stamps and similarities in signatures
 - Financial statement or other information indicating that two tenderers participating in the same tender are related or part of a same group (e.g. where financial statements are provided, the notes to the financial statements may disclose ultimate ownership of the group. Ownership information may also be found in public registers for accounts)
 - Inconsistencies in the selection and award decision process. Examples:
 - Award decisions not plausible / consistent with selection and award criteria
 - Errors in the application of the selection and award criteria
 - A regular supplier of the beneficiary participates as a member of a tender evaluation committee
 - Other elements and examples indicating a risk of privileged relationship with tenderers:
 - A same tenderer (or small group of tenderers) is invited to different tenders with unusual frequency
 - A same tenderer (or small group of tenderers) wins an unusually high proportion of the bids
 - A tenderer is frequently awarded contracts for different types of goods or services
 - The winning tenderer invoices additional goods not foreseen in the offer (e.g. additional spare parts invoiced without clear justification, installation costs invoiced while not foreseen in the offer).
 - Other documentation, issues and examples indicating a risk of irregularities:
 - Use of photocopies instead of original documents
 - Use of pro-forma invoices as supporting documents instead of official invoices
 - Manual changes on original documents (e.g. figures manually changed, figures "tippexed", etc)
 - Use of non-official documents (e.g. letterhead paper not showing certain official and/or compulsory information such as commercial registry number, company tax number, etc.)
-

Annex 3 Model report of factual findings for an expenditure verification of a grant contract

HOW TO USE THIS MODEL REPORT? All text highlighted in yellow in this model report is for instruction only and auditors should remove it after use. Information requested in the following form <.....> (e.g. <name of the beneficiary> must be completed by the auditor.

MODEL REPORT is also used by the Beneficiary's auditor when compiling the

consolidated Report for an Expenditure Verification of a Grant Contract. Instructions on how to use this model report for consolidation are highlighted in grey and are not applicable for separate audit report for each Beneficiary/ Partner.

<To be printed on AUDITOR'S letterhead>

**Report for an Expenditure Verification of a Grant Contract
ESTONIA- LATVIA- RUSSIA CROSS BORDER COOPERATION PROGRAMME WITHIN THE EUROPEAN
NEIGHBOURHOOD AND PARTNERSHIP INSTRUMENT-**

<Title of and number of the grant contract >

TABLE OF CONTENTS

REPORT OF FACTUAL FINDINGS	1
1 INFORMATION ABOUT THE GRANT CONTRACT.....	4
2 PROCEDURES PERFORMED AND FACTUAL FINDINGS	4
ANNEX 1 FINANCIAL REPORT	6
ANNEX 2 TERMS OF REFERENCE EXPENDITURE VERIFICATION	6
ANNEX 3 DOCUMENTS REFERRED TO IN THE CHECKING OF THE COMPILATION OF THE FINANCIAL REPORT.....	6

Report of Factual Findings

<Name of contact person(s)>, < Position>

< **Beneficiary/ Partner's name** >

<Address>

<dd Month yyyy>

Dear <Name of contact person(s)>

In accordance with the terms of reference dated <dd Month yyyy> that you agreed with us, we provide our Report of Factual Findings ("the Report"), with respect to the accompanying table of eligible expenditure the period covering <dd Month yyyy - dd Month yyyy> (Annex 1 of this Report). You requested certain procedures to be carried out in connection with your **Consolidated Financial Report / Financial Report** and the European Community financed Grant Contract concerning <title and number of the contract>, the 'Grant Contract'.

Objective

Our engagement was an expenditure verification **and compilation check** which is an engagement to perform certain agreed-upon procedures with regard to the Report for the Grant Contract between you / your partner and *the Ministry of Regional Development and Local Government of the Republic of Latvia* the 'Joint Managing Authority'. The objective of this expenditure verification **and compilation check** is for us to carry out certain procedures to which we have agreed and to submit to you a report of factual findings with regard to the procedures performed.

Standards and Ethics

We assert that we meet the conditions of competency to undertake this engagement on the basis of our membership of <insert which of the conditions that apply>

Our engagement was undertaken in accordance with:

- International Standard on Related Services ('ISRS') 4400 *Engagements to perform Agreed-upon Procedures regarding Financial Information* as promulgated by the International Federation of Accountants ('IFAC');
- the *Code of Ethics for Professional Accountants* issued by the IFAC. Although ISRS 4400 provides that independence is not a requirement for agreed-upon procedures engagements, the Joint Managing Authority requires that the auditor also complies with the independence requirements of the *Code of Ethics for Professional Accountants*;

Procedures performed

As requested, we have only performed the procedures listed in Annex 2A **and 2C** of the terms of reference for this engagement (see Annex 2 of this Report).

These procedures have been determined solely by the Joint Managing Authority and the procedures were performed solely to assist the Joint Managing Authority in evaluating whether the expenditure claimed by you in the accompanying table of eligible expenditure is eligible in accordance with the terms and conditions of the Grant Contract **and Partner Agreement**.

Because the procedures performed by us did not constitute either an audit or a review made in accordance with International Standards on Auditing or International Standards on Review Engagements, we do not express any assurance on the accompanying Financial Report.

Had we performed additional procedures or had we performed an audit or review of the financial statements of the Beneficiary/ Partner in accordance with International Standards on Auditing, other matters might have come to our attention that would have been reported to you.

Sources of Information

The Report sets out information provided to us by you in response to specific questions or as obtained and extracted from your accounts and records.

Factual Findings The total expenditure which is the subject of this expenditure verification amounts to <xxxxxx> €.

(For consolidated Expenditure Verification Report please indicate total expenditure verified for Grant Action (including partners))

Expenditure Coverage Ratio is 100%. This represents the total amount of expenditure verified by us expressed as a percentage of the total expenditure which has been subject of this expenditure verification.

We report the details of our factual findings which result from the procedures that we performed in Chapter 2 of this Report.

Use of this Report

This Report is solely for the purpose set forth in the above objective.

This report is prepared solely for your own confidential use and solely for the purpose of submission by you to the Beneficiary / Joint Managing Authority in connection with the requirements as set out in Article 15 of the General Conditions of the Grant Contract. This report may not be relied upon by you for any other purpose, nor may it be distributed to any other parties.

The Joint Managing Authority is not a party to the agreement (the terms of reference) between you and us and therefore we do not owe or assume a duty of care to the Joint Managing Authority who may rely upon this Expenditure Verification Report at its own risk and discretion. The Joint Managing Authority can assess for itself the procedures and findings reported by us and draw its own conclusions from the factual findings reported by us.

The Joint Managing Authority may only disclose this Report to others who have regulatory rights of access to it in particular the European Commission, the European Anti Fraud Office and the European Court of Auditors.

This Report relates only to the **financial report** specified above and does not extend to any of your financial statements.

We look forward to discussing our Report with you and would be pleased to provide any further information or assistance which may be required.

Yours sincerely

<dd Month yyyy>,

<Name of the Auditor>

1 Information about the Grant Contract

[Chapter 1 should include a brief description of the Grant Contract and the Action, the Beneficiary implementing structure and key financial/budget information. (maximum 1 page)]

2 Procedures performed and Factual Findings

Factual Findings for Verification of Financial Reports of Action Expenditure

We have performed the specific procedures listed in Annex 2A of the terms of reference for the expenditure verification of the Grant Contract ('ToR') . These procedures cover:

- 1 General Procedures
- 2 Procedures to verify conformity of Expenditure with the Budget and Analytical Review
- 3 Procedures to verify **the entire** Expenditure
- 4 Procedures to verify **the complete, accurate and consistent compilation of the Consolidated Financial Report including verification that the entire expenditure in the Consolidated Financial Report has been verified through auditors' Expenditure Verification reports.**

[Explain here difficulties or problems encountered if any]

The total expenditure verified by us amounts to <xxxx> € and The total expenditure verified by partner's auditors amounts to <xxxx> €. Amount is summarised in the table below. The overall Expenditure Coverage Ratio is 100%.

[Provide here a summary table of the Annex 1, presenting for each (sub) heading the total expenditure amount reported by the Beneficiary/ Partner the total expenditure amount verified and the percentage of expenditure covered]

We have verified **the entire** expenditure as shown in the above summary table and we have carried out the verification procedures specified at point 3.1 to 3.7 of Annex 2A of the ToR for this expenditure verification.

We report our factual findings resulting from these procedures and factual findings indicated in partner's Expenditure Verification reports below:

[For consolidated Expenditure Verification report in each paragraph indicate separately amounts and information checked by Beneficiary's auditor and consolidated information from partner's Expenditure Verification reports]

Factual Findings for the Compilation Check

We have performed the specific procedures set out in Annex 2C to verify the compilation of the Consolidated Financial Report.

<Choose the option that applies>

No exceptions were noted by us arising from the conduct of the agreed-upon-procedures listed in Annex 2C.

Or

We report the following exceptions noted by us arising from the conduct of the agreed-upon-procedures listed in Annex 2C:

<list the exceptions noted>

We have verified that the entire expenditure is covered by expenditure verification by suitably qualified auditors and have reported all factual findings from the reports of factual findings in this report.

1 General Procedures

1.1 Terms and Conditions of the Grant Contract

We have obtained an understanding of the terms and conditions of this Grant Contract in accordance with the guidelines in Annex 2B (section 2) of the ToR.

*[Describe factual findings and specify errors and exceptions. **Procedures 1.1 - 1.5 in Annex 2A]***

1.2 Table of eligible expenditure

1.3 Rules for Accounting and Record keeping

1.4 Reconciling the Table of eligible expenditure to the Beneficiary/ Partner's Accounting System and Records

1.5 Exchange Rates

2 Procedures to verify conformity of Expenditure with the Budget and Analytical Review

2.1 Budget of the Grant Contract

2.2 Amendments to the Budget of the Grant Contract

*[Describe factual findings and specify errors and exceptions. **Procedures 2.1 - 2.2 in Annex 2A]***

3 Procedures to verify selected Expenditure

We have reported further below all the exceptions resulting from the verification procedures specified at point 3.1 – to 3.7 of Annex 2A of the ToR for this expenditure verification insofar these procedures did apply to the selected expenditure item.

We have quantified the amount of the verification exceptions found and the potential impact on the EC contribution, should the Joint Managing Authority declare the expenditure item(s) concerned ineligible (where applicable taking into account the percentage of funding of the Commission and the impact on indirect expenditure (e.g. administrative costs)). We have reported all exceptions found including the ones of which we cannot quantify the amount of the verification exception found and the potential impact on the EC contribution.

[Specify for which expenditure amounts / items exceptions between facts and criteria were found, the nature of the exception – this means which of the specific condition or conditions described at point 3.1 to 3.7 of Annex 2A of the ToR were not respected. Quantify the amount of the verification exception found and the potential impact on the EC contribution, should the Joint Managing Authority declare the expenditure item(s) concerned ineligible]

3.1 Eligibility of Costs

We have verified, for each expenditure item selected, the eligibility criteria set out at procedure 3.1 in Annex 2A of the ToR for this expenditure verification.

*[Describe factual findings and specify errors and exceptions. **Procedure 3.1 in Annex 2A:** eligibility of costs and the eligibility criteria (1) to (9). **Example:** we found that an expenditure amount of 6.500 € included in subheading 3.2 (furniture, computer equipment) of the table of eligible expenditure was not eligible. An amount of 2.000€ related to expenditure incurred outside the implementation period. Supporting evidence was not available for 3 transactions totalling 1.200€. The required procurement rules for purchases of office computers for 3.300€ were not respected. (Note: relevant details such as accounting record references or documents should be provided).]*

- 3.2 Eligibility of Direct Costs (Article 14.2)
- 3.3 Provision for Contingency Reserve (Article 14.3)
- 3.4 Administrative costs (Article 14.4)
- 3.5 Contributions in kind (Article 14.5)
- 3.6 Non-eligible costs (Article 14.6)
- 3.7 Revenues of the Action

*[Describe factual findings and specify errors and exceptions. **Procedures 3.2 - 3.7 in Annex 2A]***

Annex 1 Financial report

*[Annex 1 should include the Beneficiary/ Partner's <Beneficiary's/ Partner's> financial report/information for financial report which has been the subject of the verification. The financial report/information for financial report should be dated and indicate the **period covered.**]*

Annex 2 Terms of Reference Expenditure Verification

*[Annex 2 should include a **signed and dated** copy of the terms of reference for the expenditure verification of this Grant Contract including **Annex 1** (information about the Grant Contract) **Annex 2A** (Listing of the specific procedures to be performed) **and, where relevant, Annex 2C where a compilation check is also required.**]*

Annex 3 Documents referred to in the checking of the Compilation of the Financial Report

[Annex 3 should list the documents used for the compilation checking work. At a minimum these will include the Financial Report, the Expenditure Verification Reports and underlying reports for the Beneficiary, a compilation working paper providing an audit trail for each number in the Financial Report back to the underlying individual Partners' verified tables of eligible expenditure.]