ANNEX A

Procedures for 'Twinning Light'

PROCEDURES FOR 'TWINNING LIGHT'

(Medium-Term Administrative Cooperation)

1 Definition of 'TWINNING LIGHT'

"Twinning Light" can be used to tackle any self-contained institutional issues arising from the *acquis communautaire* provided the subject addressed is of limited scope, i.e. the structures needed to give effect to the *acquis* are not complex or the existing ones need little adjustment. The likeliest scenario would be implementation of a specific measure - creation of an Insurance Supervisory Authority or Roads Inspectorate, for instance - rather than reform of the general or legal framework. Note that "Twinning Light" projects are self-contained and cannot be used to supplement full Twinning projects, which are also self-contained and involve the obligation to deliver their own guaranteed result.

"Twinning Light" consists of the provision by a Member State of a package of services, generally involving one or more short missions (for example, one or two weeks at a time) by selected officials (civil servants), and/or, less frequently, civil servant experts staying for lengthier, intermediate periods.

The package may, where necessary, include additional services such as:

- appraisal of regulatory texts and the supply of documentation;
- workshops, seminars and visits;
- interpretation and translation related to the preceding items.

The financial ceiling for 'Twinning Light' projects has been set at €150.000 and their duration limited to 6 months; in exceptional cases this can be extended to 8 months.

2 Project Definition

The overall framework for 'Twinning Light' projects is set by the Accession Partnership.

The aim of individual projects must be for an accession (candidate) country to achieve alignment on, i.e. to implement and enforce, a specific piece of the *acquis*. The formula is suited to well-circumscribed subjects of limited scope, where the task of approximation is straightforward and the deployment of full twinning, including a PAA for at least a year, is neither necessary nor appropriate. 'Twinning Light' can deliver well-specified Member State expertise to supplement the candidate country's own efforts in driving the reform process.

The beneficiary should complete a standard project fiche including particulars of:

- > the result it wishes to target,
- its own strategy for achieving it and the means it intends to deploy,
- ➤ the assistance it is seeking from a Member State and the amount of Phare funds it wishes to use for the purpose

The project fiche should be submitted to the Delegation. If the Delegation considers the project justified, it will forward the request together with its assessment to the appropriate DG ELARG country team, with a copy to the Twinning team, for approval.

In the first instance projects should address priorities that emerge in the course of programming the national Phare allocation. Following more detailed consideration and consultation with line DGs, the Commission departments in Brussels may also approve project fiches for 'Twinning Light' projects that arise between two programming exercises, especially those addressing issues arising in the course of negotiations, provided sufficient funds are available.

3 Programming 'Twinning Light' projects

The basic rules for the programming of 'Twinning Light' projects are those set out in Annex 3 of the programming guidelines for Phare.

As a rule 'Twinning Light' projects should be included in the country's annual Phare programming exercise, but they can also be initiated in the interim between two exercises. For this purpose national Phare programmes may budget an unspecified amount earmarked for 'Twinning Light' projects which emerge from the negotiation process. The respective allocations for planned and unplanned 'Twinning Light' projects will be decided during the programming exercise.

For 'Twinning Light' projects identified between programming exercises the Team Leader in Brussels has the final decision, based on the proposal from the Delegation.

4 Drafting Terms of Reference

The terms of reference build on the information provided in the project fiche, in the same way as those for a commercial tender. They must cover the background, the ongoing reform process, the longer-term and immediate objectives and the outputs/results of the required assistance so as to allow interested Member States to prepare a detailed offer quickly. (Template based on that used for Framework Contracts)

The terms of reference will form an annex to the contract for the project.

4.1 Result targeted

The same rules apply for 'Twinning Light' projects as for standard Twinning projects: they must target a concrete, operational (guaranteed) result. (please refer to Annex 3 of the programming guidelines for Phare). The complexity and scope of the targeted result will, however, be more modest, commensurate with the ability of the beneficiary to conceive, drive and implement the necessary reform itself, with limited and precisely-defined inputs from the Member State.

4.2 Commitment of the beneficiary

For 'Twinning Light' projects, the beneficiary institution is solely and entirely responsible for the overall output (guaranteed result) and the majority of the inputs necessary to achieve it, and must provide evidence of a clear strategy for carrying out the reform process, driven and funded by its own efforts and resources. This will include:

- > a description of the beneficiary institution
- > the context in the candidate country (CC)
- the proposed methodology for implementing the intended reform
- ➤ a clearly identified CC Project Leader; this is mandatory. Where appropriate, additional counterpart personnel responsible for individual components must be nominated.

4.3 Assistance required from a Member State

The description of the assistance required from a Member State must be very detailed and precise. It must identify:

- > Type of input (e.g. expert advice, training, workshop, commentary on a draft text)
- ➤ Profile of experts
- ➤ Number of units (man-days)
- ➤ Proposed time schedule (in the case of 'Twinning Light' projects emerging between programming exercises and likely to be implemented within a very short timeframe, give specific dates if possible)
- > Total budget available
- ➤ Working language

5 Selection of Member State

5.1 Circulation of projects

Projects will be circulated by the Delegation to the Member States' NCPs, calling for detailed written offers from the relevant home administrations. The deadline for presenting proposals will be 6 weeks, unless special circumstances justify an extension.

5.2 Minimum criteria for proposals from MS

Since the Terms of Reference describe all the activities to be carried out and the contribution expected from the Member State, the latter will simply make a proposal for provision of the services requested within the available budget. The proposal will contain:

> the name of a designated Project Leader responsible for the coordination of MS inputs (this can be one of the experts designated to work in the candidate country);

- ➤ CVs of proposed officials, matched to the requirements defined in the terms of reference under which they will work;
- budget for fees (units and rates) and reimbursable costs (maximum lump sum, subject to compliance with twinning rules and presentation of invoices)

In keeping with the streamlined "Twinning Light" concept each offer will come from a single MS, though it may include experts from others who will work under the lead MS Project Leader's authority and responsibility; consortia will not be allowed Only offers which cover the full range of the services requested will be considered.

The selected Member State proposal will form an annex to the contract for the project.

5.3 Selection procedure

Proposals will be forwarded by the Delegation to the beneficiary institution and the CFCU. The CFCU will set up a small selection committee and ensure that all relevant procedures are followed, but it will not have a vote in the selection process. Both the beneficiary and the Delegation must be represented on the selection committee, the latter as an observer. The beneficiary institution itself will be responsible for the actual selection of a Member State on the basis of the written proposals. It may call for additional information (as per standard Phare procedure), provided that all Member States are given the same opportunities.

The minutes of the selection committee meeting will be sent to the Delegation for endorsement. If no proposal has been received or the only offer is considered inadequate, the Delegation, in consultation with the country team in Brussels and the beneficiary, may cancel the procedure and either recirculate the project or convert it into a commercial tender for technical assistance.

The Delegation will notify all Member States which have submitted proposals of the beneficiary institution's final decision within maximum 6 weeks of the deadline for submission of proposals.

6 Contract and implementation

6.1 Structure of the contract

Four copies of the contract will be drawn up, one for the Member State, one for the beneficiary, one for the CFCU and one for the Delegation. It will comprise:

The standard twinning light contract template can be found under No. 7 of this Annex A. It should be completed by the contracting authority following the selection.

Annex A: General conditions (revised annexes A and B of the Twinning Covenant)

Annex B: Terms of reference

Annex C: Member State proposal

6.2 Costs eligible for financing

The financial rules applicable to "Twinning Light" are the same as those for standard twinning, except that:

- (a) medium-term experts (those staying in the CC for a month or longer) will be treated in the same way as short-term experts (fees and expenses) but may be offered a monthly APEX return fare, subject to presentation of travel documents.
- b) supplies are not covered.

6.3 Contracting authority, signatories of contract

The contracting authority in each candidate country will be the CFCU.

The contractors will be MS administrations or mandated bodies, as defined in Annex 4 to the Framework Agreements between the Commission and each Member State. The Project Leader will sign on behalf of the MS.

6.4 Reporting

There will be a start-up report two months after the signing of the contract, plus a final report. (Templates as for standard Twinning.) They must be endorsed and countersigned by the beneficiary, who may make additional comments.

6.5 Payments

The CFCU is the payment agency.

The contractor may request 80% of the budgeted costs as an advance on signing the contract.

The remainder will be paid in accordance with the standard Phare procedure once the contract is complete, on presentation of supporting documents and invoices (one month after the end of the project), subject to approval of the final report and invoice by the beneficiary.

6.6 Monitoring and assessment

'Twinning Light' projects are subject to the same monitoring and assessment procedures as standard twinning and all other Phare-funded projects.

7 Twinning Light contract template

TWINNING LIGHT CONTRACT UNDER A DECENTRALISED EU PRE-ACCESSION PROGRAMME

[...........] (Contract identification number)

Special Conditions

Article 1 - Subject

- 1(1) The subject of this Contract is the Contracting Authority's reimbursement of the Member State signatory's costs for the implementation of the operation entitled: [.......] (title of the Operation) ("the Twinning light Contract").
- 1(2) The Member State signatory will have costs reimbursed on the terms and conditions set out in this Contract, which consists of these special conditions ("Special Conditions") and their annexes, which the Member State signatory hereby declares he has taken note of and accepts.
- 1(3) The Member State signatory undertakes to carry out the Operation under his own responsibility.
- 1(4) The Final Beneficiary of this Operation will be

Article 2 - Duration of execution

- 2(1) Date of entry into force of the present contract:
 - the day following that on which the last of the two parties signs

Expiry of the present contract: [must be number of months of the work programme plus ca 2 months to allow for mobilisation of experts, but no later than 3 months before expiry of the disbursement period of the FM]

Article 3 - Financing the Operation

3(1) The maximum cost of the Operation eligible for financing by the Contracting Authority is estimated at ... [...], as set out in Annex II.

Article 4 - Technical and financial reporting and payment arrangements

- 4(1) Technical and financial reports shall be produced to back up payment requests, in compliance with Articles 6 and 11(2) of Annex III.
- 4(2) Payment will be made in accordance with Article 11 of Annex III;

Article 5 - Contact addresses

Any communication relating to this Contract must be in writing, must state the number and title of the Operation and must use the following addresses

For the Contracting Authority:
[] (address of the Contracting Authority's management department and/or the Project Management Unit responsible for managing the programme)
For the Member State signatory:
[]
For the Final Beneficiary:
[]
A copy of the reports referred to in Article 6 must be sent to the European Commission Delegation responsible for supervising the Operation, at the following address: [

Article 6 - Annexes

- 6(1) The following documents are annexed to these Special Conditions and form an integral part of the Contract:
- Annex I: Description of the Operation: Terms of Reference
- Annex II: Member State Partner's proposal (Methodology, CVs, Breakdown of costs)
- Annex III: General and Financial Conditions
- Annex IV: standard request for payment and financial identification form
- 6(2) In the event of conflict between the provisions of the Annexes and those of the Special Conditions, the provisions of the Special Conditions shall take precedence. In the event of conflict between the provisions of Annex III and those of the other annexes, the provisions of Annex III shall take precedence.

[Article 7 - Other specific conditions applying to the Operation]

This Twinning light contract is subject to the financial and procedural rules as laid down in the Twinning Manual, revised version March 2002.

Done at [.....] in four originals in the English language, one original being for the Contracting Authority, one original for the Final Beneficiary, one original being for the Member State

signatory and one original for EC Delegation .	
For the Member State Partner	For the Contracting Authority
[name and title of the individual(s) authorised to sign]	[name of the official(s) authorised to sign]
[signature]	[signature]
[date]	[date]
For the Final Beneficiary	
[name and title of the individual(s) authorised to	sign]
[signature]	
[date]	
Endorsed for financing by the European Commis	ssion
[name of the official(s) authorised to sign]	
[signature]	
[date]	

ANNEX III TO THE TWINNING LIGHT CONTRACT: GENERAL AND FINANCIAL PROVISIONS

GENERAL PROVISIONS

Article 1. Responsibilities

The implementation of the Twinning light Contract is the sole responsibility of its Member State signatory.

The Contracting Authority shall in no case, and under no circumstances, be held liable for claims arising out of the Twinning light Contract relating to damages caused to property or staff of any nationality. No request for indemnity or reinstatement relating to such claims may be addressed to the Commission.

The responsibility of the Contracting Authority is limited to the provision of funds, in accordance with the detailed budget contained in Annex of the Twinning light Contract. The Candidate Country and the Member State will allow the Commission and the European Court of Audit every facility to verify the correct use of these funds.

Article 2. Changes to the Twinning light Contract

Any amendment of the Twinning light Contract or of its annexes must be set out in writing in an addendum, to be concluded on the same terms as the original Contract. Addenda shall bear the approval of the Final Beneficiary, the EC Delegation and the Contracting Authority and take effect on the date of signature by the Contracting Authority.

However, where the amendment does not affect the basic purpose of the Contract and the financial impact is limited to a transfer within a single budget heading involving a variation of less than 10% of the amount originally entered under the heading for eligible costs, the Member State signatory may apply the amendment and shall inform the Contracting Authority accordingly without delay.

Changes of address, changes of bank account and changes of auditor may simply be notified, although this shall not affect the Contracting Authority's right to oppose the Member State signatory's choice of bank account or auditor.

Article 3. Termination

Either Party (Final Beneficiary or Member State) may terminate the Twinning light Contract at any time by giving two months' notice in writing to the other party, after having informed the EC Delegation and Contracting Authority thereof.

The failure of a party to fulfil any of its obligations under the Twinning light Contract entitles the other party to terminate the Twinning light Contract with immediate effect upon written notice stating the grounds for such action, after having informed the EC Delegation and Contracting Authority thereof. If such a failure occurs, or for any other duly substantiated external reason, the EC Delegation may also halt funding of

the project by giving two months' notice in writing to the Candidate Country and Member State signatory.

Should the Twinning light Contract be terminated for any reason, no payments shall be due to the Member State signatory except for costs actually incurred or irrevocably committed (including staff contract obligations) up to and including the date of termination.

Article 4. Personnel

The Member State staff and experts assigned to implement the activities detailed in Annex II of the Twinning light Contract shall be appropriately experienced in the implementation and enforcement of the *acquis communautaire* and have the necessary skills to undertake the required tasks.

Article 5. Confidentiality and Copyright

- 5 (1) All Member State experts will exercise the greatest discretion with regard to all facts and information coming to their knowledge in the course of or in connection with the performance of their duties, or pertaining to their work with the host administration in the Candidate Country or the EU. They will not in any form whatsoever disclose, publish or cause to be published any document or information not already made public without obtaining permission from both the Candidate Country and the Commission. Permission will be refused only where the proposed publication is liable to prejudice the interests of the host Candidate Country or the EU. They will continue to be bound by this obligation after their involvement in the project has terminated.
- 5 (2) Implementing partners whose project benefits, in whole or in part, from European Commission funding, are under an obligation to publicise the funding source with the appropriate logo. It has been decided that the EU's logo the blue flag and stars should be the only one used. No matter what the size of the project, the materials it produces should carry the EU identity.

For help and guidance in complying with this obligation, the Information Officer at the EC Delegation in the country is available and DG Enlargement has published "Identity Guidelines". Delegations carry a stock of flags, stickers, posters and other promotional material that can be obtained. Simple solutions for producing everyday materials, Master originals, given as a series of computer templates, have been developed, so that materials can be produced from standard office computers at minimum cost.

Article 6. Reporting

- 6 (1) A short start-up report shall be provided by the Member State signatory 2 months after final signature of the contract.
- 6 (2) On completion of the project, the Member State signatory shall prepare a final report on the project and a critical study of any major problems, which may have arisen during the implementation of the Twinning light Contract.

The reports shall be endorsed by the Final Beneficiary and contain its additional comments, if any.

The Member State signatory shall submit the reports to the EC Delegation and the Contracting Authority, in the case of the final report, no later than 3 months after completion of the project.

Templates of reporting formats can be found at the end of this annex.

Article 7. Settlement of disputes

Any dispute relating to the present Twinning light Contract which cannot be settled amicably between the two parties shall be referred to arbitration. A Committee for Arbitration shall be established, comprising one member appointed by each party and a chairman designated by both of them. If the two arbiters cannot agree upon the choice of the chairman within one month of their appointment, either party can request the President of the Court of Justice of the European Communities, in writing, to select the chairman. The decision of the Committee for Arbitration shall be binding on both parties without recourse to appeal. The Committee for Arbitration shall decide ex aequo et bono.

Article 8. Applicable law

The present Twinning light Contract shall be subject to the law of the Member State which has signed it.

FINANCIAL PROVISIONS

Article 9. General Principles

- All payments are subject to presentation of either a request for an advance or an invoice.
- Requests for an advance and invoices must bear the original signature of the Member State Project Leader
- Payments funded by EU programmes are made in Euros. Costs incurred in other currencies must be converted at the rate published by the European Central Bank in the "C" series of the Official Journal applicable on the first day of the month in which the cost was raised. There will be no compensation for exchange rate fluctuations which may arise between the date when the cost was incurred and its payment by the CFCU. The CFCU covers the costs of its own banking charges, the recipient bears the costs of its banking charges.
- The **payment agent** for Twinning projects is the **CFCU** (or its equivalent in Malta and Cyprus) in the CC.
- Unless otherwise provided, payments shall be made within 60 days of receipt of the request for payment. Payment may be deferred if the services covered by the payment are contested or if the supporting documentation is incomplete. The 60-

- day payment period does not include any delays occurring as a result of banking procedures.
- If the time-limit for payments is exceeded without due justification, the signatory Member State shall be entitled to interest calculated pro rata on the basis of the number of calendar days by which payment is delayed, at the interest rate applied by the European Central Bank, as published in the Official Journal of the European Communities for the month in which the payment is made, increased by 1%. This indemnity is exclusive.

Article 10. Eligible costs

10 (1) To be considered eligible in the context of the Twinning light Contract, costs must:

- be necessary for implementing the Twinning light Contract, be provided for in the contract and comply with the principle of sound financial management, in particular value for money and cost-effectiveness
- have been incurred during the period of execution, as defined in Article 2 of the Special Conditions
- have actually been incurred, be recorded in the Member State signatory's account, be identifiable and verifiable, and be backed by originals and supporting documents

10 (2) The following direct costs shall be eligible:

- the cost for Member State staff assigned to the Twinning light Contract and working in the candidate country: a) for civil servants 200 Euro/day b) staff from mandated bodies Class 1) 250 Euro/day, Class 2) 350 Euro/day, Class 3 450 Euro/day (refer to Twinning manual for details)
- a flat rate compensation of 150% in addition to the basic fee for every day worked by a Member State expert in the candidate country. This amount shall cover all preparatory and follow up work performed in the Member State, as well as all administrative costs arising to the Member State signatory
- travel and subsistence costs for Member State experts participating in the implementation of the Twinning light Contract, provided they correspond to market rates and do not exceed the scales generally accepted by the Contracting Authority (including economy class air fares)
- subsistence costs for candidate country staff participating in training activities or study visits in the signatory Member State
- cost deriving directly from the requirements of the Twinning light Contract (interpretation, translation, documentation, targeted training fees for candidate country staff)
- a small reserve to cover price fluctuations in reimbursable costs

Article 11 Payment procedure

11(1) The Contracting Authority (CFCU) will make payments to the Member State signatory in the following manner:

An advance of 80% of the sum referred to in Article 3 of the Special Conditions after signature of the Contract and within 60 days of presentation of an invoice.

The balance within 60 days, subject to presentation of an invoice documenting expenditure and of the final report, endorsed by the Final Beneficiary and approved by the EC Delegation.

11(2) The MS Twinning partner is obliged to keep full accurate and systematic record and accounts in respect of the activities implemented under the Twinning light Contract. They shall be in such form and detail that it is possible to establish accurately the number of days worked in the candidate country, as well as all actual incidental expenditure budgeted and associated with the implementation of the Twinning light Contract. Such records must be kept for a 5-year period after the last payment made under the Twinning light Contract. These documents comprise any documentation concerning expenditure, in particular mission/timesheets, transport tickets, pay slips for experts and other invoices. Failure to maintain such records constitutes a breach of obligations and will result in the termination of EU funding.

Article 12. Reimbursement of advances

The Member State signing the Twinning light Contract undertakes to reimburse the Contracting Authority for any advances, the use of which is not properly evidenced by subsequent invoices accepted by the Contracting Authority.

Article 13. Inspection and Audit

In order to verify the conditions of use of the funds which it provides, the Commission shall have the right to send its own agents or duly authorised representatives to carry out any audit that it considers necessary to monitor the implementation of the project. Such audits may be performed in either the Member State or the Candidate Country concerned.

To this end, the Member State and the Candidate Country shall:

- (i) keep financial and accounting documents concerning the activities financed by the European Commission under the Twinning light Contract;
- (ii) ensure that the aforementioned agents or representatives of the Commission have the right to inspect all documentation and accounts pertaining to items financed under the Twinning light Contract, including statements of accounts where work is carried out by other parties;
- (iii) assist the European Court of Auditors to carry out audits relating to the utilisation of the funds made available.

For the CFCU of the Candidate Country, the national financial control responsibilities laid down in the Memoranda of Understanding on the National Fund and on the

CFCU shall apply, in accordance with the implementation arrangements laid down in the Financing Memorandum on the country programme of which the project is a part.

The relevant financial and accounting documents shall be maintained for a period of five years following closure of the above-mentioned country programme.

Templates for reporting

START-UP REPORT (very succinct)

1. Identification

- Twinning light Project No. (number/reference given to the Twinning light project)
- Period covered by the report
- Submitted by : name of the Member State Project Leader

2. Background

Reference to the grounds justifying the Twinning in relation to the *acquis*.

3. Activities during the reporting period

Description of the activities carried out under the Twinning light project during the period under consideration, with direct reference to the benchmarks and timetable set out in the Twinning light Contract.

4. Financial Statement

Report on financial situation; costs incurred and funds remaining in each budget category.

5. Assessment of activities

- Overall evaluation of the progress achieved during the period under consideration
- Judgement on likelihood of completing project within time scale and budget
- Highlighting of any activities not in the original plan, or activities cancelled
- Update on general environment, including any risks for project implementation

6. Conclusion

Conclusion and comments on progress during the reporting period in relation to achieving the objectives

FINAL REPORT

1. Identification

- Twinning light Project No. (number/reference given to the Twinning light project)
- Final Report
- Submitted by : name of the Member State Project Leader

2. Executive summary

Executive summary of the whole Twinning light project, with reference to achievement of the expected result.

3. Background

Description of the background which led to the establishment of a Twinning light project, with reference to the *acquis communautaire* involved.

Description of the prevailing environment during the implementation of the Twinning operation, showing factors which could have had a direct impact on the project, included unexpected difficulties.

4. Summary of the Twinning light activities during the reporting period

Summary of the activities carried out under the twinning light project and main comments on these activities.

5. Evaluation of the Twinning light project

Overall evaluation of the Twinning light project, reflecting the main achievements and weaknesses.

6. Conclusion and Recommendations

Was the expected result achieved? If not, why not?

In either case, the final report will formulate recommendations for the future.

ANNEX IV

Request for payment for Twinning light contract under a Pre-Accession financing instrument

Date of the req	uest for payment []
For the attention [Contracting A	4
Reference number of the Twinning light Contract:	
Title of the Twinning light Contract:	
Name and address of the Member State signatory:	
Request for payment number:	
Period covered by the request for payment:	
Dear Sir/Madam,	
I hereby request payment of the advant mentioned above.	nce/balance ² under the contract
The amount requested is	
Please find attached the following supporting - signed contract (for the payment of the adva - final implementation report (for final payment)	ance)
The payment should be made to the following	g bank account: ³
Yours faithfully,	
	[signature]

N.B.: Intermediate and final payments are subject to the approval of the corresponding report (see Article 15(1) of the General Conditions of Contract)

Please do not forget to address a copy of this letter to the Commission delegation mentioned in Article 5.1 of the Special Conditions of the Contract.

Delete the option which do not apply.

Indicate the account number shown on the identification form annexed to the Contract. In the event of change of bank account, please complete and attach a new identification form as per attached model.

FINANCIAL IDENTIFICATION

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REMARKS : BANK STAMP + SIGNATI (Both Obligatory)	UR	<u>RE</u>	of	<u>B</u> /	AN	<u>IK</u>	RE	P	RE	SI	EN	<u>IT/</u>	ΔT	IVI	<u> </u>						- SI		<u>NA</u>	<u>T</u> L	JRI	<u>E</u> c	of A	\C(cc	<u>U</u>	NT	<u> </u>	10	<u></u>	Œ	R	<u></u>				