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Annexes to the Programme Manual

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ANNEX 1 Most common irregularities in the field of awarding contracts

1. The most common infringements in the area of awarding public contracts are related to the following:
    - dividing or underrating the estimated value of the contract to avoid the application of law;
    - conducting the public procurement procedure in the wrong manner (e.g., the award of contracts using non-competitive procedures where there are no grounds for applying such procedures; in the case of priority services, the application of the procedure dedicated to non- priority services);
    - non-competitive description of the subject of the contract by the groundless indication of trademarks, patents or the origin of goods, without allowing the equivalent tender submission and description of equivalence;
    - setting improper deadlines for the tender submission or illegal shortening of deadlines for the tender submission;
    - determining improper conditions of participation in the public contract award procedure, leading to discrimination against contractors;
    - determining the conditions of participation in the public contract award procedure that exceed the needs necessary to achieve the contract objectives;
    - demanding that each consortium member meets the conditions for participation in the procedure;
    - demanding the submission of documents not required by the regulations;
    - demanding proof of experience in the execution of contracts co-financed by the EU or national funds where it is not necessary to confirm the contractor's abilities to execute the contract;
    - non-compliance with the regulations on publishing the contract notice or any amendments thereto;
    - illegal restriction of subcontracting;
    - setting improper tender evaluation criteria;
    - conducting the procedure in breach of the principle of transparency, fair competition and equal treatment of contractors;
    - illegal modification to the content of the agreement concluded with the contractor.
2. The most common breaches in the area of awarding contracts in accordance with the Programme procurement requirements (applied to the Polish project partners) are:
    - dividing or underrating the estimated value of the contract to circumvent the application of the Programme procurement requirements;
    - failure to publish the announcement of the procurement;
    - failure to set the evaluation criteria;
    - awarding the contract to entities related in personal or capital terms;

- setting the proposal deadline in a way that prevents the preparation and submission of proposals;
- concluding the contract with an operator related in personal or capital terms (in cases where there is another potential contractor on the market);
- failure to publish the information about the selection of the proposal according to the requirements;
- concluding an oral agreement.

ANNEX 2 Additional obligation, eligibility rules and guidance for Polish partners

As a rule, all Polish partners are obliged to follow Chapter IV General Rules on Eligibility of Costs and Budget Structure of the Programme Manual, unless more the detailed provisions of the applicable Polish national law, and the rules related to real costs listed below provide otherwise.

1 General rules and assessment of eligibility of expenditures

1. The description of the accounting document should be placed on the original accounting document and should include at least:
    - project number;
    - amount eligible under the project;
2. It is recommended that the project number is provided on the first page of the accounting document. The other remaining elements of the description can be presented on the reverse side. The description may also have the form of a rubber stamp.
3. If a verification of documents by a national controller/other authorised body reveals gaps or errors in the description of an accounting document, all corrections must be made on the original accounting document.
4. Project partners are obliged to maintain separate accounting records or to use a separate accounting code on signing the subsidy contract.
5. All eligible expenditure incurred before the start date of the project should be reported before the project closure by the use of the project preparation costs lump sum, and must not be reported and placed in the project accounting records as real costs. Staff costs, if claimed by the use of a flat rate, should also not be presented in the accounting records as real costs. Similarly, travel and accommodation costs for project staff cannot be claimed as real costs but should be reported as a flat rate.
6. The following dates are considered to be the dates of incurred expenditure:
    a) payment made by a bank transfer or debit card – the date when the bank account of the project partner was debited;
    b) payment made by a credit card or similar deferred payment instrument – the date of the transaction resulting in debiting the bank account of the credit card or similar instrument;
    c) payment made in cash – the date of actual payment. If the cost is incurred directly by an employee of the project partner, the project partner must keep the documents evidencing this fact. The date of disbursement of cash or the bank account of the project partner is considered to be the date of expenditure. If an employee received an advance from the project partner institution for expenditure related to the project, the date of incurring the expenditure is the date of the actual payment of the invoice/bill, etc.;

d) contribution in-kind – the date when the contribution was actually made (the date of the unpaid work of a volunteer);
e) depreciation costs – the date of the depreciation write-off;
f) compensation of amounts due – the date of compensation approval by the other party.

2 Staff costs eligibility assessment if calculated as real costs

1. Expenditure related to a project partner's staff remuneration based on a specific task contract is eligible if the nature of the performed tasks goes over and above the tasks derived from the employment contract (which, in fact, justifies the conclusion of the specific task contract), and the specific task contract is settled based on the task acceptance protocol.
2. Additional benefits may be eligible if the duties of a given project partner staff member increase temporarily due to the project implementation and provided that they were granted in accordance with the applicable labour law. The benefits may be granted both as the only remuneration for the work on the project and as a supplement to the remuneration of that given project partner's staff member, settled under the project.
   A benefit may be eligible, provided that the following conditions are met:
   a) the possibility to grant the benefit results directly from the labour law;
   b) the benefit has been provided for in the staff regulations or in the salary regulations of the project partner institution or in other applicable provisions of labour law;
   c) the benefit was introduced at the project partner's institution at least 6 months before the submission of the Application Form (the condition does not apply to cases where the possibility to grant the additional benefit comes from universally applicable legal acts);
   d) the benefit can potentially be applied to all project partner employees and the rules for granting it are the same for staff involved in the project implementation and for other project partner employees;
   e) the benefit is only eligible in the framework of the project during the involvement of the given person in the project;
   f) the amount of the benefit depends on the scope of additional obligations, however, the project staff member is granted only one benefit for carrying out tasks in several projects of the same project partner (within one Programme or several Programmes), which is calculated proportionately to the employee's involvement in a given project.
3. Benefits will be eligible only up to 40% of the basic salary along with other components of remuneration, with the restriction that any exceeding of this limit may be solely based on generally applicable law.
4. Rewards (with the exception of a jubilee award) or bonuses may be eligible, provided that the following conditions are met:

a) rewards or bonuses are granted with regard to the involvement of the project partner's employee in the implementation of tasks related to the project;
b) rewards or bonuses are provided for in the staff regulations or in the salary regulations of the project partner's institution or in other applicable provisions of the labour law;
c) the rewards or bonuses were introduced at the project partner's institution at least 6 months before the submission of the Application Form;
d) the rewards or bonuses potentially cover all project partner employees, and the granting rules are the same for both the staff involved in project implementation and for the other employees.

5. A person entitled to make binding financial decisions on behalf of the project partner must not have a record of being a subject of a judgement which has the force of res judicata for crime against property, against business trading, against the functioning of the state and local government institutions, against the credibility of documents or of committing a tax offence, which will be verified by the project partner based on a statement of that person.

Ineligible staff costs calculated as real costs, i.e.:

1. Expenditure on the remuneration of a person working on a project under a civil law contract who is also an employee of the project partner (except for specific task contracts – 'umowa o dzieło' – which are eligible).
2. Payments to the State Fund for Rehabilitation of Disabled Persons (Państwowy Fundusz Rehabilitacji Osób Niepełnosprawnych PFRON).
3. Benefits for the project staff paid from the social services fund (Zakładowy Fundusz Świadczeń Socjalnych – ZFŚS).
4. Costs of civil insurance of public officials for damage caused during the exercise of public authority.
5. Costs of contributions and optional fees that are not required by the applicable national law.
6. Benefits not related to the project under implementation (e.g., for arriving at work on time, for not smoking, for abiding by the work regulations).

3 Travel and accommodation

The amount of eligible travel and accommodation costs calculated as a flat rate depends on the staff costs reported and approved in a given progress report and any deductions made within the project (e.g., due to financial corrections).

1. Daily allowances are eligible in amounts not higher than the rates established in the national law (applicable to all project partners, not only those from the public sector).

2. Accommodation costs are eligible in justified cases at rates higher than the rates established in national law (applicable for all project partners, not only those from the public sector).

4 Equipment lease

1. If the tax law stipulates the issue of a single invoice when the lease agreement is concluded, and reimbursement is made to the lessee, the repayment schedule, proof of incurring the expenditure is the repayment schedule. The schedule contains the list of payments and account statements.
2. If the lease agreement exceeds the end date of the Subsidy Contract, only the lease instalments that fall under the period defined in the Subsidy Contract and actually paid during this period are eligible expenditures for co-financing (period of incurring eligible expenditure).
3. The maximum amount of eligible expenditure may not exceed the market value of the leased item. This means that the amount eligible for the co-financing may not exceed the amount stated in the proof of purchase issued to the lessor by the supplier of the co-financed item – with reference to goods purchased not earlier than within 12 months before submitting the application form by the project partner.
4. The market value of the leased item must be stated in the appraisal prepared by an authorised expert or in the appraisal prepared based on the methodology presented by a project partner – with reference to goods purchased earlier than within 12 months before submitting the Application Form by the project partner. The appraisal may be replaced by documenting the selection of the leased item in the tendering procedure/market research.
5. The following forms of lease are eligible for co-financing: finance lease, operating lease and leaseback:
    a) the essence of a finance lease is a lease agreement under which the risk and benefits from using the leased good are transferred to the lessee (the project partner). Such agreements frequently include the option to acquire the leased item or provide for a minimum lease period that corresponds to the period of using the leased assets;
    b) the essence of the operating lease is a lease agreement under which the risk and benefits resulting from the possession of the object of the lease are generally not fully transferred onto the lessee (project partner), and the period of using the leased item may be shorter than the period of its economic usability (depreciation period);
    c) the essence of leaseback is to link the lease agreement with a sale agreement that precedes it. When concluding a leaseback transaction, the project partner sells an item they own to a leasing company and, at the same time, acquires the right to continue using the item on terms defined in the lease agreement. With this operation, the project partner continues to use the item even though they have

sold it, and they pay lease instalments on its use. The principal of the lease instalment, paid by the project partner in leaseback, is an expenditure eligible for co-financing. It should be borne in mind, however, that EU co-financing may not be used towards the reacquisition of an item if its acquisition was co-financed from EU funds or under a subsidy from national public funds.

5 VAT

Where Value Added Tax (VAT) is recoverable under the national VAT legislation, it is still eligible for projects the total cost of which is below 5 mln EUR (including VAT).

Where the VAT is non-recoverable under national VAT legislation, it is eligible for projects the total cost of which is at least 5 mln EUR (including VAT).

If there is a State aid in the project, please refer to the State aid Manual available on the **Programme website** for further information.

6 The National System of e-Invoices (KSeF)

The National System of e-Invoices (KSeF)[1] has been introduced in Poland. As of 1st of February 2026, the only legally valid form of a VAT invoice will be a structured electronic invoice issued in the KSeF system.

Key principles of the KSeF:

- each invoice is issued directly in the KSeF system or via project partner's accounting program that is integrated with the KSeF,
- the invoice is assigned a unique KSeF number, which confirms both its issuance and receipt,
- the invoice exists exclusively in the electronic XML format (PDF files are not considered original accounting documents), therefore it will not be possible to add descriptions on the back of paper invoices, as such invoices will not constitute legally valid accounting documents in business transactions.

Invoice descriptions can be maintained electronically, provided that a clear link is ensured between the invoice and the description. There is no obligation to print invoices issued in KSeF. The description must be made available upon request to control bodies, including auditing institutions.

The project partner may use one of the methods of describing invoices issued in the KSeF:

A. Description in the financial and accounting system

If the project partner's financial and accounting system includes KSeF integration module a module, the description may be added **directly in the system** and linked to the relevant KSeF invoice

[1] by the Act of 5th August 2025 amending the Act on Value Added Tax and the Act amending the Act on Value Added Tax and certain other acts, published on 1st September 2025 (Journal of Laws, item 1203).

number. The supporting printout (e.g., PDF or system report) will then include the additional description.

B. Separate 'description sheet'

The description for the KSeF invoice is **in a separate file** (e.g. Excel, Word or PDF).

Example:

KSeF number	Invoice number	Supplier	Date	Amount	Project description
KSeF-123-456	FV/1/10/2025	ABC Sp. z o.o.	1.10.2025	3 000 PLN	Purchase of a software license – task 1.1, project no. STHB.....

The conditions for acceptance of this method by control bodies are

- a clear reference to the KSeF invoice number
- storing the descriptive document together with the invoice in the CST system,
- signature of the document by an authorised person

C. Description in XML file metadata

Some ERP systems (Enterprise Resource Planning), which are used to manage the resources of a given institution, allow you to add additional fields in the KSeF XML invoice, i.e. user-defined fields. This functionality allows you to show non-standard information in the invoice that is not included in the mandatory metadata scope. However, The implementation of this solution requires appropriate technical configuration within the project partner's institution.

Project partners with such extended system functionalities may apply this solution.

7 Contractual penalties relating to project expenditure calculated as real costs

In cases of a breach of the contract signed between a project partner and a contractor (for example, due to delays which are the fault of the contractor, delivery of sub-standard goods or services), the penalties indicated in the contract will apply.

The contractual penalties should be settled according to the provisions detailed in the contract between the project partner and the contractor. For instance, contractual penalties can be settled in one of the following ways:

- based on a VAT invoice (or another equivalent document) issued by the contractor, the project partner pays the contractor the invoice amount less the contractual penalty. Then, reimbursement concerns only the amount actually paid by the project partner, in line with the general rule on eligibility, which states that expenditure actually incurred by the project partner is eligible for co-financing;

- the project partner makes a payment in line with a VAT invoice (or another equivalent document) issued by the contractor, i.e., without deducting the contractual penalty. Having paid the total amount due on the VAT invoice, the project partner receives a payment of the required amount (contractual penalty) from the contractor. The project partner can then present the amount equal to the VAT invoice amount for settlement, for which they have a payment confirmation of 100%.

If the project partner fails to apply the contractual penalties, a part of the expenditures related to the contract is considered ineligible. The ineligible expenditures will be calculated as the amount of the penalties that have arisen according to the contract concluded but not applied by the project partner.

8 Additional communication obligations for Polish beneficiaries of subsidies from the state budget and state earmarked funds

Polish partners who carry out tasks financed or co-financed from the state budget or state earmarked funds (fundusze celowe) are required to provide adequate information on this financing or co- financing[2]. For the simultaneous implementation of tasks co-financed from European Funds (including the Interreg Programme), this obligation is performed regardless of information activities resulting from the provisions of the European Union. Such a combination of various sources of financing may occur when the beneficiary's contribution to the project comes from the state budget or earmarked funds (fundusze celowe).

In practice, this means that the Polish beneficiary who implements the project from the Interreg Programme and also receives the above-mentioned state financial support must prepare, for example, 2 information boards – one following EU regulations and the other one based on the regulation of the Polish Council of Ministers.

The Regulation of the Council of Ministers defines the types of information measures, the methods of their implementation, including the deadlines in which they are to be performed, and the amount or amounts of financing or co-financing from the state budget or state earmarked funds (fundusze celowe) up to which the information obligation does not arise.

[2] Regulation of the Council of Ministers of 7th May 2021 on determining information activities undertaken by entities implementing tasks financed or co-financed from the state budget or from targeted/earmarked state funds (Journal of Laws of 2021, item 953) and Art. 35a p. 1 and Art. 35b of the Act of 27th August 2009 on public finances (Journal of Laws of 2021, item 305).

ANNEX 3 Specific rules of awarding contracts under the project – for Polish beneficiaries

1 The competition rule in projects

The Beneficiary shall be obliged to prepare and carry out the procurement procedure in a manner ensuring fair competition and equal treatment of contractors, and to act in a transparent and proportionate manner – in accordance with the procedure set out in this Annex (competition rule).

In the case of a beneficiary who is a contracting authority within the meaning of the Public Procurement Law, the competition rules is deemed to be met if the contract award procedure is conducted on the basis of the Public Procurement Law.

2 Exclusion from application of the competition rule

1. The competition rule does not apply to:
    a) contracts whose value does not exceed PLN 80,000 net;
    b) contracts awarded pursuant to the Act of 11 September 2019 Public Procurement Law (Journal of Laws of 2024, item 1320), (hereinafter - Ppl);
    c) contracts with the subject specified in Articles 9–14 Ppl;
    d) performance of public tasks by a public administration body based on Article 5(2)(1) of the Act on public benefit activity and volunteerism;
    e) contracts awarded under legal regulations other than the Ppl, which exclude the application of the Ppl;
    f) expenditures settled by simplified methods and financing not related to costs;
    g) contracts awarded by beneficiaries selected according to the procedure specified in the Act of 19 December 2008 on public-private partnership (Journal of Laws of 2023, item 1637) or in the Act of 21 October 2016 on the concession contract for construction works or services (Journal of Laws of 2023, item 140) for execution of a hybrid project;

h) contracts awarded or procurement procedures launched before the submission of the application for project financing for projects that have been awarded a Seal of Excellence as referred to in Article 2(45) of the General Regulation;

i) contracts, the subject of which are services rendered within the scope of research and development works conducted within the project by natural persons indicated in the approved project funding application, holding the required qualifications that permit them to conduct research and development works in accordance with the application.

2. The competition rule may not be applied:

a) when, for reasons of extreme urgency (necessity) for the award of the contract not attributable to the contracting authority, which could not have been foreseen, the time limits laid down in paragraph 19, section 1.3 of this Annex cannot be complied with;

b) when, for reasons of exceptional circumstances not attributable to the contracting authority, which could not have been foreseen (e.g., natural disasters, catastrophes, breakdowns), immediate performance of the contract is required and the time limits specified in paragraph 19, section 1.3 of this Annex cannot be complied with;

c) for contracts that can only be performed by a sole contractor for any of the following reasons:

- lack of competition for technical reasons of an objective nature, where there is only one contractor who alone can perform the contract, or
- the subject matter of the contract is protected by exclusive rights, including intellectual property rights, when there is only one contractor who has the exclusive right to dispose of the subject matter of the contract and this right is protected by law;

as long as no reasonable alternative or substitute exists and the lack of competition does not result in artificially narrowing the parameters of the contract,

d) contracts in the field of creative or artistic activity, which can be executed by only one contractor;

e) contracts for supplies on particularly favourable terms in connection with the liquidation of the business of another entity, execution proceedings or bankruptcy;

f) supply orders placed on a commodity market in the understanding of the regulations on commodity market, including commodity markets of other member states of the European Economic Area;

g) contracts awarded by a foreign service post within the meaning of the foreign service regulations;

h) contracts awarded for the exclusive needs of a military unit within the meaning of the regulations on the use or stay of the Polish Armed Forces outside the country's borders;
i) cases specified in Article 214(1)(11–14) Ppl in relation to entities indicated in this provision;
j) in the case of awarding a contract to a contractor selected in accordance with the competition rules, consisting in the repetition of similar services or construction works, where such a contract was provided in the request for quotation and is in line with the subject of the initial contract, and the total value of that contract was taken into account when calculating the value of the initial contract);
k) where the award to the contractor selected in accordance with the competition rules for supply contracts consisting in the partial replacement of products or installations supplied or in the extension of current supplies or existing installations, where a change of contractor would result in the acquisition of material having different technical characteristics which would result in technical incompatibility or disproportionate technical difficulties in the operation and maintenance of those products or installations.

3. The reasons for meeting the prerequisites of item 2 must be proven in writing.
4. If, following a correct application of the competition rule, no tender was submitted, or all submitted tenders were rejected, or no contractor fulfilled the conditions for participation in the procedure, provided that the contracting authority imposed such conditions on contractors, conclusion of the contract without applying the competition principle is possible if the original terms of the contract were not changed (points 6-8 of section 3 shall apply accordingly).

3 Procurement procedure

1. The calculation of the estimated contract value for the project shall be based on the contractor's total estimated renumeration, excluding value-added tax, as determined with due diligence. The estimate is documented in a manner that ensures a proper audit trail (e.g., in the approved Application Form or note to the calculation of the estimated value).
2. Entities that are the contracting authorities within the meaning of the Ppl first estimate the contract value according to the provisions of this act, and after confirming that the estimated contract value determined under the Ppl does not exceed the value from which the application of Ppl is obligatory, they determine the value of the procurement under the project.
3. The method used to calculate the estimated contract value must not be chosen with the intention of excluding the contract from the scope of the competition rule. It is prohibited to understate the estimated value of the contract, or to subdivide the contract resulting in an understatement of its estimated value.

4. When calculating the estimated value of the contract, the need to meet the three prerequisites (identities) together must be considered:
    a) services, supplies and construction works are identical in kind or function (subject identity), while the material identity of the supplies includes similar supplies;
    b) it is possible to award the contract at the same time (time identity);[3]
    c) it is possible for the contract to be performed by a single contractor (contract identity).

    The identities should be understood following the interpretation of the provisions of the Ppl regarding estimation of the contract value.
5. If the contract is awarded in parts for specific economic, organisational or purpose-related reasons, the contract value is determined as the total value of its individual parts. Where the aggregate value of the parts exceeds the threshold specified in section 1.2(1)(a) of this Annex, the competition rule shall apply to the award of each part.
6. Appropriate measures must be taken to effectively prevent, identify and remedy conflicts of interest, where they arise in connection with the conduct of a procurement procedure or during the performance of a contract, to prevent distortion of competition and to ensure the equal treatment of contractors. A conflict of interest is any situation in which persons involved in the preparation or conduct of the procurement procedure or likely to influence the outcome of that procedure have, directly or indirectly, a financial, economic or other personal interest that may be perceived as prejudicing their impartiality and independence in relation to the procurement procedure.
7. To avoid a conflict of interest, for a beneficiary who is not a contracting authority within the meaning of the Ppl, contracts may not be awarded to entities related to them personally or by capital, except for sector contracts and contracts defined in section 1.2(2)(i).
8. Activities associated with the preparation and conduct of the procurement procedure are performed by persons who ensure impartiality and objectivity. These persons shall submit a statement in writing or in electronic form (within the meaning of Article 78 and Article 78[1] of the Civil Code, respectively) that they have no personal or capital ties with the contractors, or that they exist but do not affect the impartiality of the proceedings, consisting of:
    a) participating in the company as a partner in a civil partnership or partnership;
    b) owning at least 10% of shares (unless a lower threshold results from legal regulations);
    c) acting as a member of the supervisory or managing body, proxy, attorney-in-fact;
    d) being married, in a relationship of kinship or affinity in a straight line, kinship or affinity in a collateral line to the second degree, or in a relationship by adoption, custody or guardianship, or having a common life with the contractor, its legal

[3] The value of a contract for hotel services or the supply of airline tickets may be estimated separately for each event if it is justified by the nature of the project.

substitute or members of managing or supervisory bodies of the contractors competing for the contract;

e) remaining with the contractor in such a legal or factual relationship that there is a reasonable doubt about their impartiality or independence in connection with the procurement procedure.

9. The subject matter of the contract shall be described in an unambiguous and exhaustive manner, with the use of precise and comprehensible terms, considering all requirements and circumstances which may affect the preparation of the tender. The subject matter of the contract cannot be described in a way that might hinder fair competition.
10. Unless justified by the subject matter of the contract, its description shall not contain references to trademarks or patents, or an origin, source or specific process that characterises the products or services provided by a particular contractor if this would have the effect of favouring or eliminating certain contractors or products. In exceptional cases, such references shall be permitted where it is not possible to describe the subject of the contract in a sufficiently precise and intelligible manner in accordance with the first sentence. If the contracting authority uses the possibility of referring to technical specifications or standards appropriate for the European Economic Area, they cannot reject a tender as incompatible with the request for quotation if the contractor proves in their tender that the proposed solutions satisfy the requirements specified in the request for quotation to an equivalent extent.
    Such references should be accompanied by the words 'or equivalent'.
11. Due to the need to protect business confidentiality as defined by the Act of 16 April 1993 on combating unfair competition (Journal of Laws of 2022, item 1233), it is permissible to limit the scope of the description of the subject matter of the contract with the requirement that the supplement to the excluded description of the subject matter of the contract be made available to the contractor who has undertaken to maintain confidentiality with respect to the information provided, in time to prepare and submit a tender.
12. The description of the subject matter of the contract shall be performed using the names and codes laid down in the Common Procurement Vocabulary referred to in Regulation (EC) No 2195/2002 of the European Parliament and of the Council of 5 November 2002 on the Common Procurement Vocabulary (CPV) (Official Journal of the European Union L 295 of 13 November 2002). Journal EC L 340 of 15.04.2011, page 1, as amended). Journal EU Polish special edition Ch. 6, vol. 5, p. 3).
13. The contracting authority may require the contractors to meet conditions for participation in the procurement procedure. These conditions shall be determined by the contracting authority in a manner that ensures fair competition and equal treatment of contractors. The conditions of participation and the description of the manner of assessing their fulfilment must be related and proportionate to the subject matter of the contract and make it possible to assess the contractor's ability to properly perform the contract. The

contracting authority may not formulate conditions that exceed the requirements sufficient for the proper performance of the contract.

14. With regard to the economic or financial standing of contractors, the contracting authority may require in particular that contractors have a certain minimum annual revenue, including a minimum annual revenue in respect of the subject matter of the contract. The minimum annual revenue required by the contracting authority should not exceed twice the estimated contract value, except in duly justified cases.
15. With regard to technical or professional capacity, the contracting authority may define conditions regarding the necessary education, professional qualifications, experience, and/or technical potential of the contractor or persons managed by the contractor to perform the contract, enabling the execution of the contract at an appropriate level of quality. In particular, the contracting authority may require that the contractors comply with the requirements of relevant quality management standards, including accessibility for persons with disabilities, and environmental management systems or standards, as specified by the contracting authority in the request for proposals.
16. Tender evaluation criteria shall be formulated in a manner that ensures fair competition and equal treatment of contractors, whereby:
    a) each tender evaluation criterion must be related to the subject matter of the contract;
    b) each criterion and the description of its application must be formulated in a clear and understandable manner;
    c) the weights of the individual criteria should be determined in such a way as to enable the selection of the most advantageous tender.
17. In addition to price or cost, the criteria for evaluating tenders may include:
    a) quality, including technical performance, aesthetic and functional characteristics; accessibility, design for all users, social, environmental and innovation aspects;
    b) organisation, professional qualifications and experience of persons assigned to perform the contract, if they can have a significant influence on the quality of the contract performance;
    c) after-sales service and technical assistance, delivery terms such as delivery date, delivery method and delivery time or lead time.
18. The criteria for tender evaluation may not relate to the characteristics of the contractor, in particular its economic, technical or financial credibility and experience.
19. The minimum deadline for submitting tenders is:
    a) 7 days – for supplies and services;
    b) 14 days – for construction works;

    with the provision that the deadline for the submission of tenders should consider the complexity of the contract and the time required for drawing up the tenders. For contracts whose estimated value equals or exceeds EUR 5,538,000 for

construction works and EUR 750,000 for supplies and services,[4] the minimum deadline for the submission of tenders shall be 30 days. The deadline for the submission of tenders begins on the day following the date of publication of the request for quotation and ends on the last day (Article 115 of the Civil Code shall apply). The timely submission of a tender shall be determined by the date the tender is submitted through BK2021.

20. The contracting authority shall select the most advantageous tender complying with the description of the subject matter of the contract, submitted by a contractor meeting the conditions for participation in the procedure (if the contracting authority has imposed such conditions), based on the evaluation criteria established in the request for proposals, from among the tenders submitted in accordance with section 1.4 of this Annex. The contracting authority shall examine the content of the tenders after the deadline for their submission.
21. If the proposed price or cost seems to be abnormally low in relation to the subject matter of the contract, i.e. it differs by more than 30% from the arithmetic mean of the prices of all valid tenders not subject to rejection or raises doubts in the contracting authority as to the possibility of executing the subject matter of the contract in accordance with the requirements specified in the request for quotation or resulting from separate regulations, the contracting authority shall request the contractor to submit explanations within a specified time limit, including submission of evidence regarding the calculation of the price or cost. The contracting authority shall evaluate these explanations in consultation with the contractor and may reject that tender only if the explanations submitted with evidence do not justify the price or cost quoted in that tender.
22. The selection of the most advantageous tender shall be documented in writing by means of a record of the procurement process, including at a minimum:
    a) a list of all tenders received in response to the request for quotation (in particular, the name and surname or the name of the contractor, its registered office and the price);
    b) the conflicts of interest detected, and the measures taken in relation thereto, or information on the absence of conflicts of interest;
    c) information about meeting the conditions of participation by contractors, if such conditions were set;
    d) information about the point or percentage weights assigned to each of the evaluation criteria and the score awarded to each contractor for meeting each criterion;
    e) justification for not allowing partial tenders (if applicable);

[4] The average PLN exchange rate in relation to the EUR, which constitutes the basis for converting contract values, is announced by the President of the Public Procurement Office in the Official Journal of the Republic of Poland, 'Monitor Polski', and published on the website of the Public Procurement Office.

f) the reasons for rejecting tenders, including tenders found to be abnormally low (if applicable);
g) indication of the selected tender (first and last name or name of the contractor) together with the justification of the choice or the reasons why the contracting authority decided not to award the contract;
h) first names and last names of the persons who performed activities in the conducted procedure;
i) the date the protocol was prepared;
j) the following attachments:
   - document referred to in point 1, unless the estimation of the contract value results from the approved Application Form;
   - declarations referred to in item 8;
   - evidence of the announcement of the request for proposal in accordance with Section 1.4 (2 and 3) of this Annex (and amendments thereto, if any), together with the tenders submitted, and the exchange of information between the contracting authority and the contractor.

The protocol shall be made available to the contractor on request.

Additional requirements

The beneficiary must exclude from a public procurement procedure or competition persons and entities included in the EU or national sanction lists in connection with Russia's actions destabilising the situation in Ukraine or an entity that is related to persons or entities included in these lists[5].

For Polish beneficiaries, additional requirements for the exclusion of contractors, also result from Article 7 of the Act of 13 April 2022 - on special solutions in the field of counteracting supporting aggression against Ukraine and serving the protection of national security[6].

The Beneficiary must apply the exclusion of the above-mentioned contractors to contracts awarded:

- in accordance with the Public Procurement Law (Journal of Laws of 2021, item 1129, as amended);
- in proceedings with a value of less than PLN 130,000, including the competition rule;
- in procurements excluded from the provisions of the Public Procurement Law.

4 Announcements

1. Communication in the procurement procedure, including the announcement of the request for proposals, submission of tenders, exchange of information between the contracting authority and the contractor, and transfer of documents and declarations shall be made in writing via BK2021, subject to items 2 and 3.

[5] Council Regulation (EU) No 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine.
[6] Consolidated text in Journal of Laws of 2023, item 129, 185.

2. Exceptionally, the communication specified in paragraph 1 may be waived and the contracting authority shall inform the contractors in the request for proposals published in BK2021 if:
    a) the nature of the procurement requires the use of tools, equipment, or file formats that are not supported by BK2021, or
    b) the software applications that are suitable for the preparation of the tenders or competition entries use file formats that cannot be supported by any other open source or publicly available applications, or are licensed and cannot be made available for download or remote use by the awarding authority, or
    c) the contracting authority requires the submission of a physical model, scale model, or sample that cannot be submitted through BK2021, or
    d) this is necessary because of the need to protect sensitive information that cannot be adequately guaranteed using BK2021.

    If the communication specified in item 1 is waived, (and it is only acceptable to the extent that it is not possible to comply with the method of communication in BK2021) the contracting authority shall specify in the request for proposals the method of communication in the procurement procedure (resulting from the scope of waive from communication in BK2021).
3. In case of suspension of BK2021 activity confirmed by an appropriate announcement on the BK2021, the contracting authority shall address a request for quotation to at least three potential contractors, if there are three potential contractors for the contract on the market and announce the request for proposals at a minimum on their website, if they have such a website. In this case, the contracting authority shall specify in the request for proposals the method of communication in the procurement procedure.
4. If the applicant starts the project at their own risk before signing the subsidy contract, they shall make the request for proposals public in the manner specified in item 1.
5. The request for proposals shall specifically include:
    a) description of the subject matter of the contract;
    b) conditions for participation in the procedure and a description of the method used to evaluate their fulfilment, if such conditions are required by the contracting authority;
    c) tender evaluation criteria, information about the point or percentage weightings assigned to each tender evaluation criteria and the description of the method for awarding scores for satisfying each tender evaluation criterion;
    d) deadline for the submission of tenders;
    e) deadline for the performance of the contract;
    f) information on the prohibition of conflict of interest;
    g) definition of the terms of material amendments to the agreement concluded as a result of the conducted procurement procedure, if the contracting authority provides for the possibility to amend the agreement;

h) description of the part of the contract, if the contracting authority allows tenders in parts, and the number of parts for which the contractor may submit a tender, or the maximum number of parts for which the contract may be awarded to the same contractor, as well as the criteria or rules applicable for determining which parts will be awarded to one contractor if their tender is selected for more than the maximum number of parts;

i) when the contracting authority awards a contract in parts, information that a given procedure covers only a part of the contract, together with the scope or value of the entire contract and information on the other parts of the contract;

j) information on variant solutions if the contracting authority requires or accepts their submission, including a description of the manner of presenting the variant solutions and the minimum conditions to be met by the variant solutions, together with selected evaluation criteria and information on whether a variant solution should be submitted together with a tender or instead of a tender.

6. The request for proposal may be amended prior to the deadline for submission of tenders. The contracting authority shall communicate the scope of the changes in the request for proposal. The contracting authority shall extend the deadline for submission of tenders by the time necessary to introduce changes in the tenders, if this is necessary due to the scope of the introduced changes.
7. Information on the result of the proceedings shall be announced in the same way that the request for proposals was made public. This information shall include the name of the selected contractor, their registered office (town) and the price of the most advantageous tender.

5 Procurement contract

1. A procurement contract shall be concluded in writing or in the electronic form referred to in Article 78 and Article 78[1] of the Civil Code.
2. If the contracting authority allows for partial tenders, the procedure may end with concluding a contract partially.
3. If the selected contractor withdraws from concluding the procurement contract, the contracting authority may conclude a contract with the contractor who obtained the next highest number of points in the properly conducted procurement procedure.
4. It is not possible to make significant changes to the provisions of the agreement concluded in relation to the content of the tender through which the contractor was selected, unless:
   a) the changes have been provided for in the request for proposal as unambiguous contractual provisions that define their scope and nature and the conditions for introducing the changes;
   b) the changes concern the realisation of additional supplies, services or works from the current contractor, not included in the basic contract, if they became necessary, and if all the following conditions are fulfilled:

- the change of the contractor cannot be made for economic or technical reasons, in particular regarding the interchangeability or interoperability of equipment, services or installations ordered under the basic contract;
- changing the contractor would cause significant inconvenience or increase the costs for the contracting authority;
- the value of the changes does not exceed 50% of the value of the contract originally specified therein;

c) the change does not lead to a change in the general nature of the contract and the following conditions are all met:
   - the need to amend the contract is due to circumstances that the contracting authority, acting with due diligence, could not foresee;
   - the value of the changes does not exceed 50% of the value of the contract originally specified therein;

d) the contractor to whom the contracting authority awarded the contract is to be replaced by a new contractor:
   - as a result of succession, assuming the rights and obligations of the contractor, following a takeover, merger, division, transformation, bankruptcy, restructuring, inheritance or the acquisition of the current contractor or their enterprise, provided that the new contractor meets the conditions for participation in the procedure and this does not entail other significant changes to the contract and is not intended to avoid the application of the principle of competition, or
   - as a result of the contracting authority's assumption of the contractor's obligations towards their subcontractor – with a change of subcontractor, the contracting authority may conclude an agreement with a new subcontractor without changing the terms of the contract, considering the payments made on account of the work completed to date;

e) the change does not lead to changes in the general nature of the contract, and the total value of the change is lower than EUR 5,538,000 for construction works and EUR 143,000 for supplies and services[7] and at the same time it is less than 10% of the value originally defined in the contract for service or supply contracts, or for construction works contracts, it is less than 15% of the value originally defined in the contract.

A change to a procurement contract is material if it causes the nature of the contract to change materially from the original contract, particularly if the change:

[7] The average PLN exchange rate in relation to the EUR, which constitutes the basis for converting contract values, is announced by the President of the Public Procurement Office in the Official Journal of the Republic of Poland, 'Monitor Polski', and published on the website of the Public Procurement Office.

- introduces conditions which, had they been applied in the procurement procedure, would or could have resulted in the participation of another contractor or in the acceptance of tenders of a different content;
- disturbs the economic balance of the parties to the contract in favour of the contractor in a way not envisioned in the original contract;
- significantly expands or reduces the scope of benefits and obligations under the contract;
- consists in replacing the contractor to whom the contracting authority awarded the contract with a new contractor in cases other than those indicated in letter d.

ANNEX 4 Information clause on data protection

To comply with the obligation imposed by Articles 13 and 14 of the GDPR,[8] please see the principles below governing the processing of personal data:

1 Data Controller

The separate controllers of the provided data are:

1. The Minister of Funds and Regional Policy of the Republic of Poland, insofar as it performs the tasks of the Member State and performs the functions of the Managing Authority (MA) of the Interreg South Baltic Programme 2021-2027, with its registered office at ul. Wspólna 2/4, 00-926 Warsaw, Poland.
2. The Director of the Center of European Projects (CPE), insofar as it fulfils the functions of the Joint Secretariat for the Interreg South Baltic Programme 2021-2027[9], with its registered office at ul. Puławska 180, 02-672 Warsaw, Poland.
3. The competent authority which has been designated to carry out the tasks of the first level controller, designated in accordance with Article 46 item 4 of the Interreg Regulation.[10]

2 Purpose of data processing

The provided personal data will be processed in connection with the implementation of the .....[11] project, in particular to enable the verification of the application form, the conclusion of the contract and the confirmation of the eligibility of expenditure settled under the project.

The provision of data is voluntary, but necessary to fulfil the above-mentioned purpose. Refusal to provide these data means that no action can be undertaken.

3 Basis for processing

The Data Controllers identified in item I shall process the provided personal data on the following bases:

1. Compliance with a legal obligation to which the controller is subject (Article 6, item 1, letter c of the GDPR):
    - regulation (EU) 2021/1060 of the European Parliament and of the Council of 24 June 2021 defining common provisions on the European Regional Development Fund, the European Social Fund Plus, the Cohesion Fund, the Just Transition Fund and the European Maritime, Fisheries and Aquaculture Fund and financial rules for those and

[8] Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (Official Journal of the European Union L 119 of 4/5/2016 page 1–88).

[9] Based on the Agreement concluded with the Managing Authority.

[10] Regulation (EU) 2021/1059 of the European Parliament and of the Council of 24 June 2021 on specific provisions for the European territorial cooperation goal (Interreg) supported by the European Regional Development Fund and external financing instruments (Official Journal of the European Union L 231 of 30/6/2021 page 94).

[11] To enter the project title.

for the Asylum, Migration and Integration Fund, the Internal Security Fund and the Instrument for Financial Support for Border Management and Visa Policy;

- regulation (EU) 2021/1059 of the European Parliament and of the Council of 24 June 2021 on specific provisions for the European territorial cooperation goal (Interreg) supported by the European Regional Development Fund and external financing instruments;
- regulation (EU) 2021/1058 of the European Parliament and of the Council of 24 June 2021 on the European Regional Development Fund and on the Cohesion Fund;
- regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012.

2. Performance of a task carried out in the public interest or in the exercise of official authority vested in the controller (Article 6, item 1, letter e of the GDPR),
3. Performance and implementation of projects and contracts where the organisation is a party, and the processing of the provided personal data is necessary for their conclusion and performance (Article 6, item 1, letter b of the GDPR).

4 Types of processed data

The following types of the provided data may be made available:

1. Data identifying individuals, such as name and surname, position, address, email address, website address, place of work/entity represented/name of the tenderer or contractor, registered office address/correspondence address/address of residence, user ID/login, IP address, type of user, telephone number, fax number, PESEL, NIP, REGON or other identifiers used in a particular country, legal form of business conducted, form of ownership of that person's property, project contract number, education.
2. Data related to the scope of natural persons' participation in the project, not indicated in point 1, such as the form of involvement in the project, duration of involvement of a person in the project (date of commencement of participation in the project, date of completion of participation in the project), working time, working hours, citizenship, amount of remuneration, bank account number, image.
3. Data of natural persons appearing in documents confirming eligibility of expenditure, including parents' names, date of birth/age, place of birth, series and number of ID card, special needs, salary amount, bank account number, work experience, construction license number, seniority, plot number, area, land and mortgage register number, commune, name and number of the legal title to the real estate, gas connection number, information on an identified or potential conflict of interest related to the performance of official duties, disrupting or threatening to interfere with the independent performance of tasks by an employee/expert.

5 Access to personal data

Access to the provided personal data is available to employees and collaborators of the Ministry of Development Funds and Regional Policy, the Center of European Projects, and the relevant first level controllers.

Furthermore, the provided personal data can be entrusted or made available to:

1. Entities commissioned to perform tasks under Interreg 2021–2027.
2. European Union (EU) institutions or entities to which the EU has delegated tasks concerning the implementation of Interreg 2021–2027.
3. The audit authority referred to in Articles 45 and 46 of the Interreg Regulation.
4. Bodies providing services relating to the operation and development of ICT systems and the provision of communications, such as IT solutions providers and telecommunications operators.

6 Data storage period

The provided personal data will be stored in accordance with Polish regulations on the national archival resource and archives, including for a period of at least 5 years from 31 December of the year in which the last payment was made to the beneficiary, subject to provisions that may provide for a longer period for carrying out inspections, as well as in accordance with regulations on state aid and de minimis aid and regulations on tax on goods and services.

7 Data subjects' rights

Data subjects' rights:

1. The right of access to personal data and to obtain their copies (Article 15 of the GDPR).
2. The right to rectification (Article 16 of the GDPR).
3. The right to erasure ('right to be forgotten') (Article 17 of the GDPR) – if the circumstances referred to in Article 17 item 3 of the GDPR have not occurred.
4. The right to obtain restriction of processing from the controller (Article 18 of the GDPR).
5. The right to data portability (Article 20 of the GDPR) – if the processing is based on an agreement: for the purpose of its conclusion or implementation (in accordance with Article 6, item 1 letter b of the GDPR) and if the processing is carried out by automated means.[12]
6. The right to object to the processing of personal data concerning you (Article 21 of the GDPR) – if the processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller (that is, for the purpose referred to in Article 6, item 1, letter e).
7. The right to lodge a complaint with a supervisory authority; the President of the Personal Data Protection Office (Article 77 of the GDPR) – if a person is of the opinion that the processing of their personal data violates the provisions of the GDPR or other national

[12] To automate the processing of personal data, it is sufficient that the data are stored on a computer disc.

provisions governing the protection of personal data applicable in Poland.

8 Automated decision-making

Personal data will not be subject to automated decision-making, including profiling.

9 Transfer to third countries

The provided personal data will not be transferred to a third country, except for the Interreg Poland-Ukraine 2021–2027 Programme. In the case of this Programme, data may be transferred to a competent institution in the territory of Ukraine. Such a transfer will take place through a separate agreement in accordance with Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council.

10 Contact with the Data Collector and the Data Protection Officer

For questions about the processing of the provided personal data, the following Data Protection Officers (DPO) can be contacted:

1. The Managing Authority (The Ministry of Funds and Regional Policy of the Republic of Poland):
    - by traditional mail (ul. Wspólna 2/4, 00-926 Warsaw, Poland), or
    - electronically (e-mail address: IOD@mfipr.gov.pl),
2. Center of European Projects:
    - by traditional mail (ul. Puławska 180, 02-672 Warsaw, Poland),
    - electronically (e-mail address: iod@cpe.gov.pl).
3. DPO of the beneficiary:
    - by post .....
    - by email .....

ANNEX 5 Complaint procedure and template

If the partnership does not agree with the project assessment and selection process and assumes the process of assessment and selection was not conducted in line with the assessment and selection procedures, it is entitled to submit a complaint. The following steps should be taken:

1. The lead partner should thoroughly fill in all the fields and sections of the Complaint Form presented below.
2. The complaint must be prepared in English and be submitted within 14 calendar days after the day on which the lead partner receives the information about the decision of the MC on the project selection. Any complaint submitted after the specified deadline will be left unexamined.
3. The complaint signed by the lead partner in the form of a scanned document is sent electronically to the general e-mail address of the JS: southbaltic@southbaltic.eu.
4. If the complaint does not contain the necessary information, the lead applicant will be asked to fill in the missing data with the required information within 7 calendar days after the day on which the lead partner receives the information from the JS to complete the document.
5. The JS specifies the requested additional information and the type of shortcoming in the e-mail sent to the lead partner.
6. Where the lead partner does not address shortcomings within the above-mentioned time, the complaint is left unexamined. Notification about the complaint being left unexamined is provided to the lead partner by the JS promptly.
7. A complaint that meets the requirements referred to above will be examined by the Joint Secretariat and the Managing Authority. The results of the examination are sent to the chairperson of the MC.
8. The complaint is considered only with regard to compliance with the project assessment procedures laid out for the particular call for proposals. No changes submitted by the lead partner in relation to the content of the Application Form or the attachments to the application will be taken into account during consideration of the complaint. Any documents submitted by the lead partner after the completion date of the project assessment will not be taken into account during consideration of the complaint.
9. Any complaint considered justified requires a new decision of the MC. A complaint considered not justified does not require a new decision of the MC; in this case, the previous MC decision remains in force.
10. The JS will inform the lead partner in writing about the outcome of the complaint procedure within 2 working days after the respective decision is taken. The decision relating to a complaint is final, is binding to all parties and not subject to any further complaint proceedings at the Programme level.

Please see below the Complaint form template.

Project Title	
Application number	
Name of the lead partner institution in English	
Name of the legally authorised person	
Position in the institution	
Address of the lead partner	
Telephone	
E-mail	

Details of the complaint:

(Clearly justified reasons for the complaint, e.g., failures or mistakes that happened during the assessment of the project and references to the Programme Manual and the Application Pack).

Signature of the lead partner

(or the authorised person to lodge the complaint)
(stamp if applicable)

(This part is filled in by the Joint Secretariat)

Results of the examination of the complaint:

Date of the receipt of the complaint:

The complaint is considered justified:

☐ Yes ☐ No

Short justification of the results of the examination:

Date of informing the lead partner on the results of the examination of the complaint:

(To be filled in if the complaint is considered justified)

Date of the decision of the Monitoring Committee:

The decision of the Monitoring Committee is positive:

☐ Yes ☐ No

Signature of the Head of the Joint Secretariat

(stamp if applicable)

ANNEX 6 Project selection process and criteria

The assessment of received applications follows a standardised procedure safeguarding the principles of transparency and equal treatment, as described below.

The assessment process consists of two stages:

1. Admissibility and eligibility check.
2. State aid assessment and quality assessment

1 Admissibility and eligibility check

The Application Forms submitted under a given call in the WOD2021 (within the Central Information and Communication Technology System, CST2021) are subjected to an admissibility and eligibility check. The verification has a YES/NO character, where 'NO' means automatic rejection of the project.

Admissibility criteria:

- The Application Form attached with the Supplementary Application Form submitted in the WOD2021electronic system (CST2021) within the set deadline.
- All obligatory annexes are submitted in the electronic system (e.g., Project Partner Declarations, Declaration of compliance with the DNSH principle, Letters of Commitment, Statement on the absence of discriminatory resolutions for Polish Partners).
- The annexes to the Application Form are signed, where necessary, by the authorised signatories.
- The Application Form and all annexes are compiled in English.

Eligibility criteria:

- The lead partner is an eligible organisation.
- There is no more than one ineligible project partner in the partnership.
- The project fulfils the minimum requirements for partnership (at least 2 eligible partners from the Programme Area from 2 different Member States).
- Project is assigned to Programme Priority, its Measure contributes to at least one Programme obligatory output and relevant to this output's result indicator.
- Co-financing is secured, in line with the Programme thresholds and project Application Form.

Note:

According to the Programme Manual, each project partner should have sufficient financial, management and organisational capacities in order to be deemed eligible to participate in the project co-financed by the Programme.

For project partners that are private entities, data on financial capacities is requested to be provided in the Supplementary Application Form.

Please note that besides the provided data information from other sources can be used to support the assessment results.

The following metrics shall be reviewed and assessed during the verification process:

Private organisations (SMEs):	
Annual turnover / Own contribution	Annual turnover is assessed against the partner's own contribution concluding if the project partner has the capacity to cover the own contribution within the project duration.
Annual turnover / Partner's budget share	Annual turnover is assessed against the partner's total budget share concluding if the project partner has the capacity to finance the planned project activities and ensure their smooth and timely implementation.
Staff headcount / Partner's budget share	Staff headcount is assessed against the partner's budget share concluding if the project partner has sufficient personnel to implement the project (carry out financial, administrative, and operational tasks within the project).
Operating profit	The indicated operating profit is assessed to be positive or negative as: • A positive operating profit reflects the overall health of the organisation within the given time period. • A negative operating income reflects the fact that the operating expenses outweigh its total revenues within the given time period.
Private organisations (non-profit oriented organisations):	
Total annual income / Own partner's contribution	Total annual income is assessed against the partner's own contribution concluding if the project partner has the capacity to cover the own contribution within the project duration.

Total annual income / Partner's budget share	Total annual income is assessed against the partner's total budget share concluding if the project partner has the capacity to finance the planned project activities and ensure their smooth and timely implementation.
Sources of financing	Sources of financing are reviewed in terms of their stability and contingency to implement planned activities within the project lifespan.

NB:
It is recommended to consult the formed partnerships with the Contact Points of the Programme before applying!

The admissibility and eligibility check are carried out by the Joint Secretariat in co-operation with national authorities (with the possibility of delegating to Contact Points), which contribute to the eligibility and capacities check of the partners from their Member States. For the eligibility verification of SMEs, their fulfilment of the definition of a micro-, small- and medium-sized enterprise (SME)[13] is checked along with their financial, organisational and/or management capabilities to implement the project.

Within the admissibility and eligibility check, it is possible to supplement and/or correct the submitted application at the Joint Secretariat's request (e.g., wrong signatory on the Partner Declaration). The JS also reserves the right to request any partner to submit additional documents during the assessment process to verify their eligibility under the Programme rules. In this case, the JS will send the lead partner an official request via email to provide additional information and/or corrections.

The request sent by the JS to the lead partner contains a list of the necessary corrections/information to be provided, a clear explanation regarding the method of correction, and the deadline for submitting the information in question. The applicant can change and correct only those parts of the Application that are specified in the JS's request. Other changes, especially to the content of the original Application, are not allowed and will result in project rejection (e.g., adding/changing the Supplementary Application Form).

Each applicant can correct and supplement their application once during the admissibility and once during the eligibility check if requested by the JS. The applicant is obliged to follow the JS's instructions and submit the corrected application within no less than 5 working days. The exact deadline is calculated by the JS and communicated in the request for corrections. The JS may prolong the deadline in exceptional cases only. If the lead partner fails to meet the demands of the JS within the given deadlines, the corrections/additional information will not be considered, which may result in formal rejection of the project. Corrections/additional information will be recognised as submitted in time if submitted by e-mail within the deadline given by the JS in the request for corrections.

[13] According to the Commission Recommendation 2003/361/EC and Annex I of the Commission Regulation (EU) No 651/2014.

If inconsistencies of an excluding nature are detected (for example, the ineligibility of the lead partner or more than one project partner, not submitting the Supplementary Application Form in the WOD2021 system within the deadline) or inconsistencies not corrected in the given period, the project will not be forwarded for quality assessment and will be recommended for rejection. The formal decision on rejection is made by the Monitoring Committee, possibly before the MC meeting, and the lead partners of those projects will be informed immediately after the decision on the rejection.

Only the proposals that fulfil the above requirements (identified inconsistencies have been corrected, if relevant), are forwarded for the State aid and quality assessment.

Mistakes of a formal and administrative nature other than those listed above can only be repaired for the proposals that were selected for funding by the Monitoring Committee. Specific conditions for approval and/or clarifications may be set by the Monitoring Committee and must be addressed during the contracting phase.

2 State aid and quality assessment

State aid assessment

The State aid assessment is aimed at checking the State aid/de minimis relevance of a project proposal. State aid assessment is carried out by independent external experts (see Programme Manual Chapter IV Section 9 State aid). The verification is performed based on the information included in the submitted application. During the assessment process, the JS may request additional information and/or documents related to the State aid/de minimis aid necessary for a proper assessment of the relevance of the aid.

Quality assessment

The quality assessment of each project proposal is performed by two JS staff and independent external experts. The experts are assigned with a view to the special thematic knowledge needed to assess the given project. Their expertise complements the project and programme experience of the JS staff.

Quality assessment criteria are divided into two categories:

1. Strategic assessment criteria – assess the relevance of the project proposal in relation to the specific territorial challenge/needs and to the Programme Measure. Furthermore, the cross-border character, including cross-border added value, the clarity of the intervention logic, relevance, and competence of the partnership as well as the contribution to the horizontal principles are assessed.
2. Operational assessment criteria – assess the viability and the feasibility of the proposed project, i.e., quality of the work plan and communication as well as budget, including its value for money in terms of resources used versus results delivered.

Please see below the Detailed Quality Assessment Criteria.

STRATEGIC ASSESSMENT CRITERIA	
Project relevance	
To be considered, if and to what extent:	In particular, the following are assessed:
How well is the need for the project justified?	• If and to what extent the project addresses common territorial challenges or opportunities/joint assets of the Programme area (there is a real need for the project, which is well explained and justified), if the target groups are specified and their needs described.
How relevant is the project objective in relation to the targeted Programme Measure and corresponding Specific Objective?	• If and to what extent the project is in line with the targeted Programme Measure specifics defined in the **Programme document** and corresponding Specific Objective. • If the project matches the focus of the call (if relevant).
How does the project build on existing practices?	• If the project makes use of available knowledge and builds on existing practices or other projects (and capitalise their results). • If the project tries to avoid overlaps and replications; if there is an evolution of ideas. If the project is complementary with other EU-funded projects. • If and to what extent the project demonstrates new solutions that go beyond the existing practice in the sector/Programme area/participating countries or adapts and implements already developed solutions.
How clearly the project contributes to a wider strategy at one or more policy levels (EU/national/regional/EU Strategy for the Baltic Sea Region).	
Cooperation character	

To be considered, if and to what extent:	In particular, the following are assessed:
What added value does the cooperation bring?	• If the importance of the cross-border approach for the topic addressed is clearly demonstrated. • If the results cannot (or only to some extent) be achieved without cooperation. • If there is a clear benefit from cooperating for the project partners, target groups, project area, Programme area.
Are the cooperation criteria (joint development, joint implementation, joint staffing, joint financing) fulfilled?	
Project intervention logic	
To be considered, if and to what extent:	In particular, the following are assessed:
Is the project intervention logic (i.e., project objectives, outputs, and expected results) clearly defined and consistent?	
Is the project objective specific, realistic, and achievable?	
To what extent will the project contribute to achieving the Programme's output and result indicators?	• The project outputs clearly link to Programme output indicators and their contribution to programme targets is sufficient. • The project's contribution to the Programme result indicators are sufficient. • The project outputs and results are realistic in quantification (Is it possible to achieve them with the given resources – i.e., time, partners, and budget?)
To what extent will the project outputs have an impact beyond the project lifetime?	• The project outputs are durable (the proposal is expected to provide a significant and durable contribution to solving the challenges targeted). • The project outputs are applicable and replicable by other organisations/ regions/ countries outside the current partnership (transferability).

Partnership relevance	
To be considered, if and to what extent:	In particular, the following are assessed:
The composition of the partnership is relevant for the proposed project.	• The project involves the relevant actors needed to address the territorial challenge/joint asset, and the objectives specified. • With respect to the project's objectives, the project partnership: – is balanced with respect to the levels, sectors, territory; – consists of partners that complement each other. • Partner organisations have proven experience and competence in the thematic field concerned, as well as the necessary capacity to implement the project (financial, human resources, etc.). • The role of all partners is clearly explained and the territory benefits from this cooperation.
Horizonal principles	
To be considered, if and to what extent:	In particular, the following are assessed:
The project contributes to equal opportunities and non-discrimination, including accessibility for persons with disabilities.	• If the project justification contains an analysis of the barriers and needs of persons with disabilities or other groups that are particularly exposed to discrimination in the context of the project area/theme. • If the project contains activities that do not discriminate against specific groups of people based on age, disability, race or ethnic origin, religion or belief, or sexual orientation. • If the project activities, including horizontal activities (promotion and management), are accessible to everyone, regardless of gender, age, disability, race or ethnic origin, religion or belief, or sexual orientation, with particular emphasis on people with disabilities. • If the project outputs are accessible to everyone/in line with the principle of universal design.

The project contributes to equality between women and men and integrating the gender perspective.	• If the project contains activities to comply with and promote the principle of equal opportunities for men and women to ensure equal access of representatives of all sexes to participate in the project management, project activities and project outputs. • If the planned activities in the area of project promotion include building a message free from gender stereotypes, using gender-sensitive language.
The project contributes to sustainable development.	• If the project takes into account the principle of sustainable development at the stages of its preparation, implementation and use of project outputs. • If the project is in line with the environmental protection requirements arising from applicable EU and national law.
OPERATIONAL ASSESSMENT CRITERIA	
Work plan	
To be considered, if and to what extent:	In particular, the following are assessed:
To what extent is the work plan realistic, consistent, and coherent?	• The proposed activities and deliverables are relevant and lead to the planned outputs and results. • The distribution of tasks among partners is appropriate (e.g., the sharing of tasks is clear, logical, in line with the partners' roles in the project, etc.). • The time plan is realistic. • The activities, deliverables and outputs are in a logical time-sequence. • The importance of the investments and their • cross-border relevance is demonstrated to achieve the project objectives (if applicable).

Does the management approach show good potential to secure sound project management, coordination, quality management, and risk mitigation?	
Communication	
To be considered, if and to what extent:	In particular, the following are assessed:
The project communication plan is consistent with the project objective and its theme.	• If and to what extent the communication objectives, target (communication) groups, activities and communication tools were appropriately selected to achieve the overall objectives of the project.
To what extent are the communication activities appropriate to reach the relevant target groups and stakeholders?	• To what extent the applicant presents a realistic plan on how to communicate and transfer the ready solutions. • How well are the target groups (and other stakeholders, including associated partners) actively involved in the project activities?
Budget	
To be considered, if and to what extent:	In particular, the following are assessed:
Does the project's total budget demonstrate value for money?	• Sufficient and reasonable resources have been planned to ensure project implementation.
To what extent is the budget coherent and proportionate?	
The partner budgets correspond to their role and responsibilities.	
The budget is appropriate in relation to the planned activities, project outputs and results.	
The budget distribution per cost category and work package is in line with the work plan.	

The cost category specifications (external services, equipment, infrastructure, and work) are justified, and costs seem realistic.	
The application of SCOs (i.e., lump sums, flat rates, and unit costs (if applicable)) is appropriate and in line with the Programme rules.	

The assessors are requested to provide points in each criterion with justification for their assessment for each criterion separately. Each criterion is evaluated according to a five-point scale (full points to be given):

Point	Explanation
4 – excellent	The proposal successfully addresses all relevant aspects of the criterion. The provided information is clear and coherent. Any shortcomings are minor.
3 – good	The proposal addresses the criterion well, but a small number of shortcomings are present.
2 – adequate	The proposal addresses the criterion to a sufficient level, but some aspects have not been met fully or are not explained in full clarity or detail.
1 – insufficient	The proposal broadly addresses the criterion, but there are serious shortcomings and/or the provided information is of low quality.
0 – poor	The criterion is inadequately addressed by the proposal, or the required information is missing.

On the basis of 3 assessment sheets, the JS prepares its final consolidated assessment for each project, which integrates the findings of the assessors. The average of the points received under each criterion is calculated and later weighted according to the following scheme:

CRITERION	WEIGHT (per criterion type)	WEIGHT (per each criterion)
STRATEGIC		
Project relevance		20%

Cooperation Character	70%	20%
Project intervention logic		10%
Partnership relevance		15%
Horizontal criteria		5%

OPERATIONAL		
Workplan	30%	10%
Communication		10%
Budget		10%
SUM:	100%	100%

The final outcome of point-based assessment, which is the sum of the consolidated points, is calculated as in the table:

CRITERION	POINTS RECEIVED			AVERAGE OF POINTS RECEIVED	WEIGHT	CONSOLIDATED POINTS
	Assessor 1	Assessor 2	Assessor 3			
Project relevance	X	Y	Z	(X+Y+Z)/3	20%	(X+Y+Z)/3*20%
Cooperation character					20%	
Project intervention logic					10%	
Partnership relevance					15%	
Horizontal criteria					5%	

Work plan					10%	
Communication					10%	
Budget					10%	
SUM:					**100%**	**∑ (from 0 to 4)**

Dictionary:

Points received – number of points received from the assessor in a single criterion (from 0 to 4).

Average of points received – sum of the points received from all assessors divided by the number of assessors in a single criterion.

Weight – coefficient assigned to a criterion to highlight its importance.

Consolidated points – average of the points received multiplied by the weight in a single criterion.

Apart from presenting the points, the consolidated assessment also includes the main arguments justifying the points given and the overall evaluation of the strengths and weaknesses of the project proposal. The assessors are expected to provide a recommendation on potentially re-applying to the Programme, if relevant to the assessed project. If significant differences in points are given, the JS moderates the process of finding a common view on the project among the assessors.

The projects will be placed on the ranking list of projects presented to the Monitoring Committee according to the sum of consolidated points calculated.

To qualify the project for the list, all the following thresholds must be met:

- Threshold 1: Sum of consolidated points: 2 or higher (excellent, good, adequate); **AND**
- Threshold 2: Average of 3 points received in the strategic criteria Project relevance, Cooperation character, Project intervention logic, Partnership relevance: higher than 1; **AND**
- Threshold 3: Average of 3 points received in strategic criterion Horizontal criteria: higher than 2.

The ranking list of projects presented to the Monitoring Committee and the projects' consolidated assessments shall serve as supporting documents for the Monitoring Committee decisions. While selecting projects for funding the MC shall ensure the prioritisation of operations to be selected with a view to maximising the contribution of EU funding to the achievement of the objectives of the Programme and to implementing the cooperation dimension of operations under the Programme. Therefore, the MC may discuss the assessment results and the recommendations provided by the JS and may propose to change the order of projects in the ranking list. In such a situation, the MC members shall justify their decision, specifying the need in question.

Final decisions of the MC are included on the ranking list.

If a project fails to meet any of the above thresholds, it will be presented to the Monitoring Committee as a project not recommended for funding.

The Joint Secretariat and the Monitoring Committee may formulate additional requirements for the projects: conditions, clarifications, and recommendations.

Condition – has the strongest weight; it is something critical and must happen for the project to obtain a sufficient quality rating to be approved for funding. It is obligatory for the project to fulfil the condition before the project is finally approved. In other words, without meeting the condition, the project will not be finally approved and contracted (will not receive funding).

Clarification – has a moderate weight; it means that something that requires additional explanation or should happen for the project to obtain better quality. Clarifications relate to matters less critical than conditions: if the project does not follow the suggested changes but clearly and convincingly explains the reasons, the project could still be approved. Still, it is obligatory for the project to deliver the requested explanations or detailed information prior to contracting. Clarifications aim at better explaining the nature of the activities, deliverables or outputs, or budget issues – they are not as definite as conditions.

Recommendation – has a suggestive nature; it is something that could happen to enrich project's quality, but it is not critical for the project. In the clarification process, it is not obligatory for the project to follow the recommendation, but the project is asked to briefly inform whether it intends to follow the recommendation or not (in this case, an explanation for not following the recommendations should be provided).

3 Strategic projects

Along with the quality assessment, the assessors will be asked to evaluate the project's potential for being an operation of strategic importance and a contribution to the following principles (Programme Manual, Chapter III, Section 1.2 Project types):

- Contribution to challenges relevant for strategic projects.
- Contribution to the European Union Strategy for the Baltic Sea Region.
- Involvement partners from all five Member States of the Programme is recommended.
- The partnership covers the Triple Helix (involvement in the project of institutions representing the public sector, academia, and business) or ideally the Quadruple Helix (involvement in the project of institutions representing the public sector, academia, business, and civil society).

The projects that best fulfil the potential for strategic projects will be recommended to the Monitoring Committee to grant the label of Operation of Strategic Importance for the Programme. If the project did not apply for the strategic project label within the application process but clearly fulfils the provisions, granting the label may be offered to the project by the MC within the project's approval or during implementation.

ANNEX 7 Indicator factsheet

The purpose of this factsheet is to provide detailed guidance for beneficiaries on the use of the Programme indicators in projects. Projects must define their own project output and result indicators that fall under the scope of the corresponding Programme output and result indicators.

The relevance of the project output and result indicators is verified on a case-by-case basis within the scope of the quality assessment. Possible changes to indicators during project implementation are assessed on a case-by-case basis by the JS. Therefore, projects are encouraged to contact the JS with any specific questions.

<table>
<tr><th colspan="3">Programme Measure 1.1</th></tr>
<tr><td rowspan="4">Output indicators</td><td colspan="2">RCO116 – Jointly developed solutions (obligatory)</td></tr>
<tr><td rowspan="2">RCO01 – Enterprises supported</td><td>RCO02 – Enterprises supported by grants</td></tr>
<tr><td>RCO04 – Enterprises with non-financial support</td></tr>
<tr><td colspan="2">RCO14 – Public institutions supported to develop digital services, products and processes</td></tr>
<tr><td colspan="2">RCO84 – Pilot actions developed jointly and implemented in projects</td></tr>
<tr><td rowspan="2">Result indicators</td><td colspan="2">RCR104 – Solutions taken up or upscaled by organisations (obligatory)</td></tr>
<tr><td colspan="2">RCR11 – Users of new and upgraded public digital services, products, and processes</td></tr>
<tr><th colspan="3">Programme Measure 1.2</th></tr>
<tr><td rowspan="4">Output indicators</td><td colspan="2">RCO87 – Organisations cooperating across borders (obligatory)</td></tr>
<tr><td colspan="2">RCO116 – Jointly developed solutions (obligatory)</td></tr>
<tr><td rowspan="2">RCO01 – Enterprises supported</td><td>RCO02 – Enterprises supported by grants</td></tr>
<tr><td>RCO04 – Enterprises with non-financial support</td></tr>
<tr><td rowspan="2">Result indicator</td><td colspan="2">RCR84 – Organisations cooperating across borders after project completion (obligatory)</td></tr>
<tr><td colspan="2">RCR104 – Solutions taken up or upscaled by organisations (obligatory)</td></tr>
<tr><th colspan="3">Programme Measure 2.1</th></tr>
</table>

Output indicators	RCO116 – Jointly developed solutions **(obligatory)**	
	RCO84 – Pilot actions developed jointly and implemented in projects	
Result indicator	RCR104 – Solutions taken up or upscaled by organisations **(obligatory)**	
Programme Measure 2.2		
Output indicators	RCO116 – Jointly developed solutions **(obligatory)**	
	RCO84 – Pilot actions developed jointly and implemented in projects	
Result indicator	RCR104 – Solutions taken up or upscaled by organisations **(obligatory)**	
Programme Measure 2.3		
Output indicators	RCO116 – Jointly developed solutions **(obligatory)**	
	RCO01 – Enterprises supported	RCO04 – Enterprises with non-financial support
	RCO84 – Pilot actions developed jointly and implemented in projects	
Result indicator	RCR104 – Solutions taken up or upscaled by organisations **(obligatory)**	
Programme Measure 3.1		
Output indicators	RCO116 – Jointly developed solutions **(obligatory)**	
	RCO77 – Number of cultural and tourism sites supported	
	RCO84 – Pilot actions developed jointly and implemented in projects	
	RCO87 – Organisations cooperating across borders	
Result indicators	RCR104 – Solutions taken up or upscaled by organisations **(obligatory)**	
	RCR77 – Visitors of cultural and tourism sites supported	
	RCR84 – Organisations cooperating across borders after project completion	
Programme Measure 4.1		

Output indicators	RCO87 – Organisations cooperating across borders **(obligatory)**
	RCO81 – Participations in joint actions across borders
Result indicators	RCR84 - Organisations cooperating across borders after project completion **(obligatory)**
	RCR85 – Participations in joint actions across borders after project completion

1 Output indicators

Field	**Indicator metadata**
Indicator code	**RCO01**
Indicator name	Enterprises supported
Measurement unit	Number of enterprises
Type of indicator	Output
Programme Measure in which the indicator is used	Measure 1.1, Measure 1.2, Measure 2.3
Obligatory use	Obligatory if RCO02 and/or RCO04 is used in projects.
Definition and concepts	RCO01 is an umbrella indicator that sums up the values of RCO02 and RCO04 in projects without capturing any additional information. Its achieved value is calculated by the Programme based on the achieved values of RCO02 and RCO04 in projects.
Linked indicators	RCO01 is linked to the RCO02 and RCO04 output indicators.

Field	**Indicator metadata**
Indicator code	**RCO02**
Indicator name	Enterprises supported by grants

Measurement unit	Number of enterprises
Type of indicator	Output
Programme Measure in which the indicator is used	Measure 1.1, Measure 1.2
Obligatory use	Optional, however if the project involves enterprises as project partners, using this indicator is obligatory.
Definition and concepts	The indicator counts the number of enterprises that participate in projects as project partners. To contribute to RCO02, a project partner enterprise shall receive reimbursement at least once in the project. In the case of a change in the partnership, i.e., an enterprise withdraws without receiving reimbursement or an enterprise joins the partnership, the value of the indicator changes as well. Enterprises that are subcontracted by project partners to provide external expertise in the project do not contribute to RCO02.
Linked indicators	RCO02 is linked to the RCO01 (umbrella) output indicator. RCO02 is not linked directly to any result indicator.
Data collection and aggregation	The total achieved value of the indicator is verified in the final progress report by the JS. No documentation needs to be provided by the project as the achieved value of the output in the project is based on the enterprises in the project partnership. Partner changes in the project related to enterprises are taken into account when verifying the total achieved value of RCO02. Double counting is monitored and removed at the level of the Programme Measure by the JS. Those enterprises that are involved as project partners in more projects under the same Measure will be counted only once at the Programme level.

Suitable outputs	1. Project partner enterprises that take part in the project for its complete duration receive reimbursement from the Programme. 2. Project partner enterprises that join the project partnership during the project implementation and receive reimbursement from the Programme. 3. Project partner enterprises that withdraw from the project but receive at least one reimbursement.
Non-exclusive list of examples of not suitable outputs	1. Project partner enterprises that withdraw from the project before receiving reimbursement.

Field	**Indicator metadata**
Indicator code	**RCO04**
Indicator name	Enterprises with non-financial support
Measurement unit	Number of enterprises
Type of indicator	Output
Programme Measure in which the indicator is used	Measure 1.1, Measure 1.2, and Measure 2.3
Obligatory use	No, optional. To be used in the above-listed Measures only when relevant, i.e., if the project provides non-financial support to enterprises.

Definition and concepts	Enterprises are counted in the indicator if they receive the non-financial support in a structured manner. The support provided needs to be documented. One-off interactions (e.g., phone calls for information requests) are not included. Examples of non-financial support include services such as (non-exclusive list): advisory services (consulting assistance and training for the exchange of knowledge and experience, etc.) or support services (provision of office space, websites, data banks, libraries, market research, handbooks, working and model documents, etc.). Enterprises that are project or associated partners or subcontracted by project partners to provide external services are not to be counted under RCO04. In the Application Form, information shall be provided on the form of support the project plans to provide to enterprises that are counted under RCO04 and on the type of the source of verification that will be used.
Linked indicators	RCO04 is linked to the RCO01 (umbrella) output indicator. RCO04 is not linked directly to any result indicator.
Data collection and aggregation	Data on the achievement level is collected and verified by the JS in the project progress reports. The project must provide supporting documentation (e.g., training report, attendance sheets, proof of consultations, etc.) for each enterprise that received support in the project. Double counting is removed at the level of the Programme Measure by the JS. An enterprise is counted once regardless of how many times it receives support from projects in the same Programme Measure.
Examples of suitable outputs (non-exclusive list)	1. SMEs participating in a complex training programme focusing on increasing their innovation capacity. 2. Enterprises participating in a programme developed by the project, focusing on increasing their capacity in technology transfer. 3. SMEs for which tailor-made feasibility studies in a related field are developed by the project. The SME shall take part actively in the development process of the feasibility study (i.e., by providing information or data to the project).

Examples of not suitable outputs (non-exclusive list)	1. SMEs whose only interaction with the project is participation in a conference organised by the project. (This is considered a one-off interaction. 2. SMEs added to a database developed by the project, but without further interactions between the respective SME and the project. (In this case, the SME does not receive support in a structured manner.)

Field	**Indicator metadata**
Indicator code	**RCO14**
Indicator name	Public institutions supported to develop digital services, products, and processes
Measurement unit	Number of public institutions
Type of indicator	Output
Programme Measure in which the indicator is used	Measure 1.1
Obligatory use	No, optional. To be used in the above-listed Measure only when relevant, i.e., if the project provides support to public institutions to develop digital solutions.

Definition and concepts	Number of public institutions supported to develop or significantly upgrade digital services, products, and processes, for instance, in the context of e-government actions. Significant upgrades cover only new functionalities. Public institutions include local public authorities, sub-national authorities, and other types of public authorities. The indicator does not cover municipal enterprises and public universities or research institutes. To be counted under RCO14, the public institution must be a project partner and must receive support to upgrade or develop digital services, products, or processes (i.e., digital solutions) within the project. To contribute to RCO14, the respective public institution must be located within the Programme area or must be responsible for digital services within the Programme area (e.g., national authority located in the capital city or regional authority located in the regional centre). The support is to be materialised in new or upgraded practical digital solutions. Therefore, public institutions that are part of the project partnership, but do not develop or upgrade digital solutions, are not to be counted. In line with this, public institutions that withdraw during project implementation before the planned digital solution is developed are also not to be counted under RCO14.
Linked indicators	Result indicator: RCR11 – Users of new and upgraded public digital services, products, and processes (obligatory if RCO14 is used).
Data collection and aggregation	If the project uses RCO14, whether the planned project activities lead to developed or upgraded digital services is verified during the assessment of the project application. The achieved value of RCO14 is counted at the Programme level. The total achieved value is verified in the final progress report by the JS. No documentation needs to be provided by the project, as the achieved value of the output is based on the public institutions in the project partnership. Partner changes in the project related to public institutions are taken into account when verifying the total achieved value of RCO14. Double counting is removed at the level of the Programme Measure by the JS. A public institution is counted once regardless of how many times it receives support from

	projects in the same Programme Measure.
Examples of suitable outputs (non-exclusive list)	1. Public authorities are developing an open-data IT system within the project. 2. Project partner municipalities developing joint digital solutions in transport.
Examples of not suitable outputs (non- exclusive list)	1. Organisations introducing jointly developed digital solutions that are not public authorities (e.g., universities, public companies). 2. Regional authorities in which the employees receive training on digital smart city solutions. (The training itself is not considered as developing or upgrading digital solutions.)

Field	**Indicator metadata**
Indicator code	**RCO77**
Indicator name	Number of cultural and tourism sites supported
Measurement unit	Number of cultural and tourism sites
Type of indicator	Output
Programme Measure in which the indicator is used	Measure 3.1
Obligatory use	No, optional. To be used in the above-listed Measure if relevant, i.e., in cases where cultural and tourism sites receive financial support in projects.
Definition and concepts	Number of cultural and tourism sites that receive financial support from the Programme. Cultural and tourism sites are defined as places and facilities open to the general public (with or without an entrance fee) and visited by people for their historical, cultural, natural or recreational value and offer. The financial support to cultural and tourism sites is provided through the project partners. To contribute to RCO77, the project partner must either qualify as a cultural or tourism site, or invest parts of its budget in a cultural or tourism site (e.g., through a pilot investment in the project).

	To be counted, the cultural and tourism site shall be located within the Programme Area. Cultural and tourism sites located in the Programme Area but managed by project partners from outside the Programme Area also contribute to RCO77 if they receive support in the project. Cultural and tourism sites that withdraw during the project implementation before receiving financial support are not to be counted under RCO77.
Linked indicators	Result indicator: RCR77 – Visitors to the cultural and tourism sites supported. (Obligatory if RCO77 is used).
Data collection and aggregation	If the project uses RCO77, whether the planned activities of the respective partners are considered as support provided to cultural and tourism sites is verified during the assessment of the project idea. It may happen that more than one cultural or tourism site receives support in the project through the same partner (e.g., pilots implemented in two different branches of the same museum). In such case, the contribution of the respective partner to RCO77 is higher than one and equals the number of sites (separate locations). The total achieved value of RCO77 is verified in the final progress report by the JS. Partner changes during the implementation of the project affecting the cultural and tourism sites in the project are also taken into account. Double counting is removed at the level of the Programme Measure by the JS. A cultural or tourism site is counted once regardless of how many times it receives support from projects in the same Programme Measure.
Examples of suitable outputs (non-exclusive list)	1. Cultural and tourism sites (museums, historical sites, natural sites open to visitors, etc.) that act as project partners. 2. Cultural and tourism sites managed by project partners (e.g., a tourism agency). In this case, the respective site should receive support in the project, e.g. a pilot is implemented at this site. In fact, in this case, the tourism or cultural site is counted as an indicator, but formally, its managing organisation acts as a project partner.

Examples of not suitable outputs (non-exclusive list)	1. Tourism Agency or tourism association not directly responsible for managing a tourism or cultural site, or the site managed by the organisation does not receive financial support in the project. 2. A cultural or tourism site which is a project partner but located outside the Programme area.

Field	**Indicator metadata**
Indicator code	**RCO81**
Indicator name	Participations in joint actions across borders
Measurement unit	Number of participations
Type of indicator	Output
Programme Measure in which the indicator is used	Measure 4.1
Obligatory use	No, optional. To be used in the above-listed Measure if joint actions are planned to be implemented in the project.
Definition and concepts	The indicator counts the number of participations in joint actions across borders implemented in the supported projects. Joint actions across borders could include, for instance, exchange activities or exchange visits organised with partners across borders. Participations (i.e., number of persons attending a joint action across borders – e.g., citizens, volunteers, students, pupils, public officials, etc.) are counted for each joint action organised, based on attendance lists or other relevant means of quantification. A joint action is considered as the action organised with the involvement of project partners from at least two participating countries. Staff of the project and associated partners are not to be counted under RCO81. Participations of external experts in internal project meetings of the partners are also not to be counted under RCO81.
Linked indicators	Result indicator: RCR85 – Participations in joint actions across borders after project completion. (Obligatory if RCO81 is used).

Data collection and aggregation	Data on the achievement level of RCO81 is collected in the progress reports, the total achieved value is verified in the final progress report by the JS. When reporting the achieved number, the project shall deliver documentation (e.g., an attendance sheet) to verify the achieved value.
Examples of suitable outputs (non-exclusive list)	1. Number of stakeholders on a jointly finalised study visit of the project. 2. Number of participants of a workshop jointly finalised by the project partners.
Examples of not suitable outputs (non-exclusive list)	1. Number of participants in a project partner meeting. (Partner meetings are not considered as joint actions that contribute to RCO81.) 2. Number of participants at an event finalised only by the project partners located in the same country. (A joint action should be finalised with the involvement of organisations from at least two participating countries.) 3. Number of participants of external events in which project representatives participate.

Field	**Indicator metadata**
Indicator code	**RCO84**
Indicator name	Pilot actions developed jointly and implemented in projects
Measurement unit	Number of pilot actions
Type of indicator	Output
Programme Measure in which the indicator is used	Measure 1.1, Measure 2.1, Measure 2.2, Measure 2.3, Measure 3.1
Obligatory use	No, optional. To be used in the above-listed Measures if relevant, i.e., in cases where the projects plan to implement joint pilot actions.

Definition and concepts	The indicator counts the pilot actions developed jointly and implemented by the supported projects. The scope of a jointly developed pilot action could be to test procedures, new instruments, tools, experimentation, or the transfer of practices. The term pilot action means the implementation of interconnected activities focusing on testing the practical application of innovative schemes that tackle challenges identified under the respective Programme Measure. The pilot action must be jointly developed and implemented in the project. Jointly developed means the active involvement of organisations from the project partnership. The pilot action should be finalised during the implementation of the project. The implemented pilot actions should be properly documented, e.g., documentation confirming the joint development (workshops), pilot implementation report, etc.
Linked indicators	RCO84 is not linked directly to any result indicator, but it is expected that the pilot actions in the projects will aim to develop and test joint solutions (RCO116).
Data collection and aggregation	Data on the achievement level of RCO84 is collected in the progress reports, and the total achieved value is verified in the final progress report by the JS. A project may implement more than one pilot action. To define the number of pilots, the project should look at their content and location. Testing the same procedure, instrument, tool, etc., in different locations that have the same characteristics counts as one pilot. Testing different procedures, instruments, tools, etc. (regardless of the location) or testing the same procedure, instrument, tool, etc., at locations with different characteristics counts as separate pilots.
Examples of suitable outputs (non-exclusive list)	1. Jointly developing new cross-border digital solutions and testing them in ports of the Programme Area. *(During the pilot implementation, the piloting partner shall cooperate with the other project partners).* 2. Jointly developing different advanced wastewater treatment methods and testing them in different WWTPs in the Programme Area. *(During the pilot implementation, the piloting partner (i.e., where the pilot is implemented) shall cooperate with the other project partners).*

Examples of not suitable outputs (non-exclusive list)	1. A project partner alone develops and tests a solution, and after implementing the pilot, informs the partners of the results. *(In this case, the pilot was not jointly developed, and the partners did not participate in the implementation of the pilot.)* 2. Solely installing small-scale infrastructure at the premises of a project partner without a testing component, transferable outcomes and supporting activities such as, for example, testing, benchmarking with project partners, etc.

Field	**Indicator metadata**
Indicator code	**RCO87**
Indicator name	Organisations cooperating across borders
Measurement unit	Number of organisations
Type of indicator	Output
Programme Measure in which the indicator is used	Measure 1.2, Measure 3.1, and Measure 4.1
Obligatory use	Obligatory in Measures 1.2 and 4.1. Optional in Measure 3.1. In this Measure, projects shall use RCO87 if the creation of a tourism network or other formal cooperation is planned.
Definition and concepts	The indicator counts the organisations cooperating formally in the supported projects. The organisations counted in this indicator are the legal entities, including project partners and associated organisations, listed in the Application Form. Projects with RCO87 must include activities aiming at establishing official cooperation in the project (e.g., network, cluster, platform, etc.). To be counted under RCO87, the organisation shall stay in the project for at least one full reporting period (project partners must submit at least one partner progress report to be counted).

Linked indicators	Result indicator: RCR84 – Organisations cooperating across borders after project completion (obligatory if RCO87 is used).
Data collection and aggregation	The achieved value of RCO87 is counted at the Programme level. The total achieved value is verified in the final progress report by the JS. No documentation needs to be provided by the project, as the achieved value of the output is based on the project and associated partners in the partnership. Partner changes in the project related to public institutions are taken into account when verifying the total achieved value of RCO87. Double counting is removed at the level of the Programme by the JS. Those organisations that are project or associated partners in more projects will be counted only once at the Programme level regardless of the number of projects they participate in. Unique organisations are identified by their unique registration/tax number.
Suitable outputs	Project and associated partners that stay in the project for at least one full reporting period and take part in project activities.
Examples of not suitable outputs (non-exclusive list)	1. Stakeholder organisations that are not formally part of the project partnership. 2. Project partner organisations that are part of the project application when the application is approved but withdraw from the project without submitting a partner progress report. 3. External service providers in the project.

Field	**Indicator metadata**
Indicator code	**RCO116**
Indicator name	Jointly developed solutions
Measurement unit	Number of solutions
Type of indicator	Output

Programme Measure in which the indicator is used	Measure 1.1, Measure 1.2, Measure 2.1, Measure 2.2, Measure 2.3, Measure 3.1
Obligatory use	Yes. Obligatory for all projects in the above-listed Measures.
Definition and concepts	The indicator counts the number of jointly developed solutions by the supported projects. To be counted in the indicator, an identified solution should include indications of the actions needed for it to be taken up or upscaled. A jointly developed solution implies the involvement of project partners (from at least two countries) in the drafting and design process of the solution. Solutions can be defined as methodologies, tools, instruments, technologies, services, processes, etc., responding to an identified challenge under the relevant Programme Measure. Solutions should be future- and action-oriented and should aim at activating stakeholders to apply it. They should be developed and finalised within the framework of the project as an outcome of the project activities. The solution should not be fragmented but should provide a comprehensive answer to the identified challenge.
Linked indicators	RCO116 is linked with RCR104 – Solutions taken up or upscaled by organisations. If RCO116 is used, it is obligatory to also use RCR104.
Data collection and aggregation	Data on the achievement level of RCO116 is collected in the progress reports. The total achieved value is verified in the final progress report by the JS. Outcomes and conclusions from project actions in the same field must be aggregated into one solution. For example, the project should not plan to develop 15 feasibility studies as solutions, but should integrate all created knowledge into one solution, e.g., a toolbox. A project may deliver more than one solution if it is justified by the actions and the focus of the project, e.g., if two different technologies were tested and developed, the project may deliver two solutions. Each solution in the project must be defined as a separate project output with the target value 1. One project can define a maximum four solutions.

Examples of suitable outputs (non-exclusive list)	1. New cross-border digital application responding to an identified challenge of the Programme area. 2. New cross-border tourist offer including guidance on its implementation.
Examples of not suitable outputs (non-exclusive list)	1. State of play in the Programme area in the field the project addresses. *(This is an analysis but does not provide a solution to the identified challenge. Such studies should be planned as deliverables in the project.)* 2. Pilot infrastructure on the site of the project partner. *(The infrastructure may serve to test a solution (it may contribute to RCO84 this way) but cannot be a solution itself. Solutions shall contain indications for upscaling or taking them up, i.e., in this case, the blueprint of the infrastructure, guidance on installing and maintaining it, etc.)*

2 Result indicators

Field	**Indicator metadata**
Indicator code	**RCR11**
Indicator name	Users of new and upgraded public digital services, products, and processes
Measurement unit	Number of users/ year
Type of indicator	Result
Programme Measure in which the indicator is used	Measure 1.1
Obligatory use	Obligatory to be used in projects that use RCO14.

Definition and concepts	Annual number of users of the newly developed or significantly upgraded digital public services, products, and processes. Significant upgrades cover only new functionalities. Only users of the digital public services that are developed or upgraded under the scope of the support provided to public institutions counted under RCO14 shall be counted. 'Users' refers to the clients of the public services and products newly developed or upgraded, and to the staff of the public institution using the digital processes newly developed or significantly upgraded. If the project uses RCO14 and thus RCR11, the project shall present an estimated value of RCR11 in the Application Form and the methodology of how the number of users of the digital public services will be counted. Therefore, when planning actions aiming at supporting public institutions in developing digital solutions (RCO14), the project partners shall take into consideration the necessity for calculating the users of these digital services, products, and processes. If more than one project partner (public institution) contributes to RCO14 in the project, the information on the number of users for each institution must be provided.
Linked indicators	Output indicator: RCO14 – Public institutions supported to develop digital services, products, and processes.
Data collection and aggregation	Data is collected and verified by the JS in the final project progress report. The indicator has a baseline 0 only if the digital service, product, or process is new. The achieved value of RCR11 shall be supported with data on the number of users. E.g., number of registrations, app downloads or data exported from the respective digital system. If the staff members of the respective public institutions are counted as users, internal documentation (e.g., institutional protocol) can be used to verify the achieved value. Double counting is eliminated on the level of the developed or upgraded service, i.e., one user is to be counted once regardless of how many times it used the same digital service. If individual users cannot be identified, the same client/person using an online service several times is not considered double counting.
Field	**Indicator metadata**

Indicator code	**RCR77**
Indicator name	Visitors of cultural and tourism sites supported
Measurement unit	Number of visitors/ year
Type of indicator	Result
Programme Measure in which the indicator is used	Measure 3.1
Obligatory use	Obligatory to be used in projects that use RCO77 except for natural sites where calculating the number of visitors is not possible. If only such natural sites contribute to RCO77, RCR77 may not be used.
Definition and concepts	Estimated number of annual visitors of the tourism sites supported. The baseline of the indicator refers to the estimated annual number of visitors to the supported sites the year before the intervention starts, and it is zero for new tourism sites. The indicator does not cover natural sites for which an accurate estimation of the number of visitors is not feasible. When using RCR77, the project must present a methodology on how the achieved value of RCR77 will be measured in a verifiable way in the Application Form. The measurement of RCR77 shall also focus on separating the change in the number of visitors that is the result of the project from changes that occur due to other factors. If more than one cultural or tourism sites contribute to RCO77 in the project, the information on the number of visitors for each tourism site must be provided.
Linked indicators	RCO77 – Number of tourism sites supported. RCR77 calculates the change in the number of visitors to tourism sites that are counted under RCO77, except for natural sites where calculating the number of visitors is not possible.

Data collection and aggregation	Data is collected and verified by the JS in the final project progress report. The indicator has a baseline 0 if the tourism sites are new. If the same tourism site receives support in more than one project, the project partner must ensure that the number of new visitors are attributed correctly to those projects and double counting is eliminated. E.g., if a tourism site has 5000 new visitors as a result of two projects in which it participated, this number should be divided between those two projects. It is not correct to report 5000 as the achieved value in both the projects. One visitor is to be counted once, regardless of how many times they visited the same site. If individual visitors cannot be identified, the visitor visiting the tourism sites several times is not considered double counting.

Field	**Indicator metadata**
Indicator code	**RCR84**
Indicator name	Organisations cooperating across borders after project completion
Measurement unit	Number of organisations
Type of indicator	Result
Programme Measure in which the indicator is used	Measure 1.2, Measure 3.1, and Measure 4.1
Obligatory use	Obligatory to use in every project where RCO87 is used.

Definition and concepts	The indicator counts the organisations cooperating across borders after the completion of the supported projects. The organisations are legal entities involved in project implementation, counted within RCO87. Using the RCO87-RCR84 pair of indicators sets the need for projects to create a network/cluster/platform/etc. in the framework of the project. The establishment of such official cooperation must be properly documented (e.g., registry document, memorandum of understanding signed by the members, etc.). In the document, it must be clearly identifiable which project and associated partners joined the cooperation established in the project. The cooperation agreements may be established during the implementation of the project. The sustained cooperation does not have to cover the same topic as addressed by the completed project. As a rule, in the project, the target value of RCR84 automatically equals the target value of RCO87.
Linked indicators	RCO87 – Organisations cooperating across borders.
Data collection and aggregation	Data is collected and verified by the JS in the final project progress report. Data is collected and verified by the JS in the final project progress report. In the final report, the project shall deliver documentation on the creation of the formal cooperation and on the participating PPs and Aps. Double counting of organisations is removed at the Programme level by the JS.

Field	**Indicator metadata**
Indicator code	**RCR85**
Indicator name	Participations in joint actions across borders after project completion
Measurement unit	Number of participations
Type of indicator	Result

Programme Measure in which the indicator is used	Measure 4.1
Obligatory use	Obligatory to use when RCO81 is used in the project.
Definition and concepts	The indicator counts the number of participations in joint actions across borders after the completion of the project, organised by all or some (minimum two partners from two countries) of the former partners or associated organisations within the project, as a continuation of cooperation. Joint actions across borders could include, for instance, exchange activities or exchange visits organised with participants from at least two countries of the Programme area. Participations are counted for each joint action organised based on attendance lists or other relevant means of quantification. When developing the project idea, the partners must be aware that when using RCO81, they must also plan joint actions after the project completion. The achievement of RCR85 is monitored in the final project report. Therefore, the joint event(s) shall take place after the project's end date, but before the submission of the final project report. It is not possible to use the project budget to implement the joint events after project completion.
Linked indicators	RCO81 – Participations in joint actions across borders.
Data collection and aggregation	Data is collected and verified by the JS in the final project progress report. When reporting the achieved number, the project shall deliver documentation (e.g., an attendance sheet) to verify the achieved value.

Field	**Indicator metadata**
Indicator code	**RCR104**
Indicator name	Solutions taken up or upscaled by organisations
Measurement unit	Number of solutions
Type of indicator	Result

Programme Measure in which the indicator is used	Measure 1.1, Measure 1.2, Measure 2.1, Measure 2.2, Measure 2.3, Measure 3.1
Obligatory use	Obligatory to use when RCO116 is used in the project.
Definition and concepts	The indicator counts the number of solutions, other than legal or administrative solutions, that are developed by supported projects and are taken up or upscaled until the submission of the final project report. The organisation adopting the solutions developed by the project may or may not be a participant in the project. The uptake/up-scaling should be documented by the adopting organisations in, for instance, strategies, action plans, etc. As a rule, in the project, the target value of RCR104 automatically equals the target value of RCO116.
Linked indicators	RCO116 – Jointly developed solutions.
Data collection and aggregation	Data is collected and verified by the JS in the final project progress report. As a rule, in the project application, each related output indicator (RCO116) is linked to a separate result indicator (RCR104) that has the target value 1. Projects must deliver proof on the upscaling or taking up of a developed solution (e.g., institutional documentation on using the developed solution in daily operation). Regardless of the number of institutions taking up or upscaling the same solution, the maximum achieved value for each solution is 1.