

GRANT AGREEMENT for Mobility Projects in the Higher Education Area

Education, Scholarships, Apprenticeships and Youth Entrepreneurship Programme in Romania

EEA Grants - Financial Mechanism 2014-2021

Agreement Number: EY-MPO-XXX

This Agreement ('the Agreement') is concluded between the following parties:

on behalf of, on one part,

National Agency for Community Programmes in the Fields of Education and Vocational Training, public institution with legal status, located in Bucharest, Splaiul Independenței nr. 313, Central Library of University Politehnica in Bucharest, building A, et. 1, sector 6, postal code 060042, with the fiscal code 17306250, hereinafter referred to as „Programme Operator” or „PO” represented for the purposes of signature of this Agreement by Monica CALOTĂ, Director

and

on the other part,

Full official name of the project promoter:

Official legal form:

Official legal address:

Fiscal code:

Erasmus ID [Ex. RO BUCURES01]:

Hereinafter referred to as “Project Promoter” or „PP” represented for the purposes of signature of this Agreement by _____ [function, forename and surname]

With the following bank account in **EURO**, detailed as:

Bank account holder: _____
Bank name agency/branch (full name): _____
Bank/branch address: _____
IBAN code: XXXX XXXX XXXX XXXX XXXX XXXX
BIC (SWIFT) code: _____

- Government Emergency Ordinance no 34/2017 concerning the institutional framework for the coordination, implementation and management of financial support to Romania through the EEA and Norway Financial Mechanism 2014 - 2021, adopted by the Law 206/2017,
- Memorandum of Understanding from 13th of October 2016 regarding the implementation of the EEA Financial Mechanism 2014 – 2021 between Iceland, Principality of Liechtenstein, the Kingdom of Norway and the Romanian Government
- Regulation on the implementation of the EEA Financial Mechanism 2014 – 2021,
- Guides adopted by the Committee of the Financial Mechanism,
- Programme Agreement „ Education, Scholarships, Apprenticeships and Youth Entrepreneurship”2014 -2021 and Implementation Agreement for the Education, Scholarships, Apprenticeships and Youth Entrepreneurship Programme financed through the EEA Grants 2014-2021,

HAVE AGREED UPON

this Agreement and the following annexes:

- Anexa I** Application Form by which the grant is requested
- Anexa II** Applicable Unit Costs
- Anexa III** Financial Rules
- Anexa IV** Interim / Final Report Form
- Anexa V** Models of agreement to be used by the Project Promoter with the participants

which are parts of the Agreement.

The annexes are posted on the website: www.eea4edu.ro

The provisions of the Agreement shall prevail over those in the Annexes, which represent integral parts of the present Agreement.

ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

1.1 The Programme Operator decided to award the Project Promoter a grant to implement the mobility activities of the project financed by the EEA Grants – Financial Mechanism 2014 – 2021. The mobility project in the Higher Education area will be financed according to the terms and provisions mentioned in this Agreement.

1.2 By signing this Agreement, the Project Promoter accepts the grant and agrees to implement the Project, acting on its own responsibility. The Project Promoter shall undertake the necessary measures to implement the project as described in Annex I, except for force majeure cases¹.

1.3 The Project Promoter will comply with the Erasmus Charter for Higher Education.

ARTICLE 2 – ENTRY INTO FORCE AND IMPLEMENTATION OF THE AGREEMENT

2.1 The Agreement enters into force on the date the last party signs it.

2.2 The duration of the project is **... months**, starting on: and finishing on, both dates inclusively.

2.3 The expenditures' eligibility period in the frame of the Project starts at the date it enters into force and ends at the finishing date of the implementation period.

ARTICLE 3 – MAXIMUM AMOUNT AND THE FORM OF THE GRANT

3.1 The **maximum amount** of the grant is **..... Euro** (including the grant for the organisation of mobilities), respectively **..... Lei**. 85% from this budget (..... Euro, respectively Lei) represents an EEA Grant and 15% (..... Euro, respectivelyLei) represents the co-financing from the national budget.

¹ Force majeure means any exceptional or unforeseen event beyond the control possibility of the parties that prevents either party to fulfil its obligations under this agreement, which cannot be attributed to negligence or errors of one party and turns out that cannot be resolved despite all efforts. Damage to equipment or materials, delays in their delivery (except when this happens due to causes of force majeure), labour conflicts, strikes or financial difficulties cannot be invoked as force majeure by the party at fault.

At the participants selection, the Project Promoter shall respect the host institutions tables approved by the Programme Operator. In the case the Project Promoter would like to include new host institutions in the approved tables with host institutions, the PP will send a written request to the PO in this respect. To this request it will append the new inter-institutional agreements with at least 30 calendaristic days before the mobility will start.

Taking into account the outputs established by the Education, Scholarships, Apprenticeships and Youth Entrepreneurship Programme for the students and staff mobilities, at least 60% from the total number of mobilities in the final report will be student mobilities.

3.2 According to the Annex III provisions, the grant will be based on unit costs and on the reimbursement of the eligible expenditure actually incurred. Any other costs connected to or resulted from the Agreement, shall be covered by the PP.

3.3 All payments to partners will be done by bank transfer.

ARTICLE 4 - PROVISIONS CONCERNING REPORTING AND PAYMENT

The following reporting and payment provisions apply:

4.1 Payments during the Agreement duration

The following payments shall be done by the PO to the PP:

- The advance payment (pre-financing)
- The second advance payment (upon request specified in the Interim Report, according to Art. 4.3)

4.2 The advance payment (pre-financing)

The pre-financing aims to provide the PP with financial liquidities. The pre-financing remains the property of the PO until the final grant is calculated.

The PO shall pay, in advance, to the PP, within 30 days from the date the Agreement enters into force, a first pre-financing amount consisting of**Euro**, representing 80% from the maximum grant amount specified in Art. 3.1.

4.3 Interim reports and further pre-financing payments

Until, the PP shall fill in the Interim Report concerning the project implementation using the platform: <http://app.eea4edu.ro/>. The Interim Report shall cover the period from the beginning of the project implementation, specified in Art. 2.2, until

In so far as the interim report demonstrates that the Project Promoter has used at least 70% of the advance, the Interim Report will be considered as the request for a further advance and will specify the amount requested, up to a maximum of EURO, corresponding to a maximum of 20% from the amount allocated for mobilities.

If the Interim Report shows that less than 70% of the previously paid advance has been used to cover the costs of the Project, the Project Promoter must submit an Additional Interim Report at the time when a percentage of at least 70% of the first advance has been used, which will be considered as a request for the following advance payment installment and will specify the amount requested, up to a maximum of EURO, corresponding to no more than 20% of the total amount allocated.

The PO shall pay the Project Promoter the following advance in 60 calendar days from the date when the Interim Report was received.

If the Interim Report shows that the Project Promoter will not be able to use the maximum grant amount specified in Art. 3.1 during the contractual period defined in Art. 2.2, the PO will issue an amendment to reduce the maximum amount of the grant accordingly and, if the reduced maximum grant amount is less than the amount of the advance transferred to the Promoter until that date, the PO will recover the difference from the PP.

The amount of the second advance payment can be compensated, without the approval of the Project Promoter, with any other amount due to the Programme Operator, up to the maximum amount of the approved funding.

4.4 Final Report and the request for the establishment of the final grant

Until, the Project Promoter shall fill in the Final Report concerning the project implementation using the platform: <http://app.eea4edu.ro/> This report shall contain the necessary information to justify the amount requested based on the unit costs, if the grant takes the form of unit costs or of real eligible costs, according to the provisions of the Annex III.

According to the Regulations on the Implementation of the EEA Grants 2014-2021, the Project Promoter will record in his accounting system the costs incurred within the project framework, on separate analytical accounts.

The final report is considered as the Project Promoter's request for the establishment of the grant balance.

Final Report (Annex IV of the Agreement) will consist in the following documents:

Agencia Națională pentru Programe Comunitare în
Domeniul Educației și Formării Profesionale
Ministerul Educației Naționale

Splaiul Independenței, nr. 313, et. 1, cod 060042
Biblioteca Centrală, Univ. Politehnica București

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www.erasmusplus.ro
www.eea4edu.ro



- **Narrative Report;**
- **Declaration of expenditures (all costs will be expressed in Euro);**
- **Declaration of honour completed by the legal representative of the Project Promoter;**
- **Balance sheet and account fiches related to the project.**

All documents attesting a payment (contracts, invoices, payment documents, etc.) will have the following text written on each of them: **“Paid from the EEA mobility agreement no., financed from EEA Grants 2014-2021**
In addition, for each type of costs approved in the Agreement, the following scanned documents will be attached to the final report:

a. Students’ Mobilities – for each student financed through the Agreement (outgoing or incoming) it is requested:

1. The Financial Agreement concluded with the student;
2. The Transcript of records with the results obtained by the student;
3. The Certificate of attendance from the host institution, signed and stamped (if applicable) by its legal representative, mentioning the name of the programme, the name of the student, and certifying accurately the mobility period;
4. The Individual Final Report on the activity undertaken during the study/ placement period;
5. The Declaration on One’s Own Responsibility concerning the possible use of funds from other sources and concerning the avoidance of double funding.

b) Staff Mobilities – for each person financed by the Agreement (outgoing or incoming) it is requested:

1. The Financial Agreement concluded with the teaching/ non teaching staff;
2. The Certificate of attendance from the host institution, signed and stamped (if applicable) by its legal representative, mentioning the name of the program, the name of the teaching/non teaching staff, and certifying accurately the mobility period;
3. The Individual Final Report on the activity undertaken during the teaching/ training period;
4. The Declaration on one’s own responsibility concerning the possible use of funds from other sources, and concerning the avoidance of double funding.

c) Support for Organising the Mobilities (SOM) – the SOM costs will be covered using lump-sums based on the real number of outgoing/incoming students and staff, according to the unit scales set out in Annex II.

In addition to the documents mentioned at point a) and b), the PP will attach in the Final Report the statements of account for the payment of the host institutions' SOM grants.

The Project Promoter will certify through the Declaration of Honour that the information provided in the Final Report is complete, accurate and true. It must also be certified that all costs incurred may be considered eligible according to the Agreement and that the final report is based, on the spot, by appropriate supporting documents, in original, that will be submitted in the context of controls or audits provided for in Article 9.

4.5 Establishment of the final grant

The establishing of the final grant is intended to determine the eligible grant as it results from the costs incurred by PP for the implementation of the Project and presented in the final report.

If the total amount of the previous payments is higher than the value determined by the final report evaluation, the PO will initiate the procedure of recovering this difference within 60 calendar days from receipt of the documents referred to in Article 4.4.

The final grant is determined after the approval of the final report and accompanying documents. Their approval does not require the recognition of the conformity or authenticity, completeness and correctness of the statements and information they contain.

4.6 Language of the reports

The Project Promoter shall submit all payment requests and reports in **English**.

4.7 Currency used for reporting

The financial part of the reports shall be compiled in **Euro**.

Any conversion into Euro of costs incurred in other currencies will be made by the PP at the monthly average exchange rate established by the European Commission

and published on its website², applicable on the date the agreement is signed by the last of the two parties.

4.8 The currency if payments

All payments made by the PO to the PP and the PP to the PO are made **in Euro**.

4.9 Date of payment

Payments made by the PO are considered to have been carried out on the date when they are debited to its account.

4.10 Costs of payment transfers

Costs of the payment transfers are borne as follows:

- (a) the PO bears the costs of transfer charged by its bank;
- (b) the PP bears the costs of transfer charged by its bank;
- (c) the party causing a repetition of a transfer bears all costs of repeated transfers.

ARTICLE 5 – BANKING ACCOUNT FOR PAYMENTS

All payments will be made in the Project Promoter's bank account, as indicated at the beginning of this Agreement.

ARTICLE 6 - DATA OPERATOR AND COMMUNICATION OF DETAILS TO THE PARTIES

6.1 Data Operator

The entity acting as data operator will be the Programme Operator. ANPCDEFP (PO) is a personal data controller, registered under no. 33165 in the Personal Data Processing Register, administered by the National Supervisory Authority for Personal Data Processing.

These data will be processed in accordance with Regulation (EC) No. 45/2001 and Regulation (EU) 2016/679 only in relation to the implementation and follow-up of the agreement by the PO, the National Contact Point and the EEA Financial Mechanism Office (FMO), without prejudice to the possibility of data transmission to the Internal Audit Service of the EEA Financial Mechanism Office (FMO), the EFTA States' Audit Board, the Certifying and Paying Authority (ACP), the Central Public Internal Harmonization Unit (UCAAPI), the Financial Mechanism Committee (CMF), the Anti-fraud Department and any other body authorized to

²http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm

carry out checks on how to use the financing provided under the EEA Financial Mechanism.

The Project Promoters are entitled to accessing and correcting their own personal data. For this purpose, they may request that PO offers them clarifications regarding the personal data processing.

6.2 Contact details of the PO

Any communication addressed to the PO will be sent to the following address, indicating the agreement number:

National Agency for Community Programs in the Field of Vocational Education and Training - ANPCDEFP
Splaiul Independenței nr. 313, Central Library of "Politehnica" University
Bucharest, 1st floor, Sector 6, 060042, Bucharest, Romania
E-mail address: proiecte@eea4edu.ro

6.3 Contact details of the Project Promoter

Any communication of the PO to the PP will be sent to the following address:

Full name of the legal representative: XXXX
Position: XXXX
Full official name of entity: XXXX
Official address in full: XXXX
E-mail address: XXXX
Phone number, fax: XXXX

ARTICLE 7 – PROTECTION AND INSURANCE OF PARTICIPANTS

The Project Promoter should ensure that participants involved in mobility activities abroad are covered by an insurance (eg. the European Health Card, etc.).

ARTICLE 8 – PUBLICITY

The Project Promoter will mention the financial support received through EEA 2014-2021 Grants under the Education, Scholarship, Apprenticeship and Youth Entrepreneurship Program in any document published or disseminated, in any product or material made with this financial support, in any statement or interview offered, referring to the grant in question. The Promoter will also mention that the content of those publications, statements, or interviews is the sole responsibility of

the author, and that the Program Operator, the Ministry of European Funds (MFE) and the Financial Mechanism Office (FMO) are not responsible for the way in which the information's content will be used.

The Project Promoter will fulfill its obligations regarding information and publicity in accordance with the provisions of the Regulation on the Implementation of the EEA Financial Mechanism 2014-2021. Therefore, the Project Promoter must comply with the **Communication and Design Manual**³.

The fulfillment of the provisions of the Communication and Design Manual will be verified during the monitoring process by the Programme Operator, through on-the-spot visits and during the evaluation of the final report.

If the Programme Operator discovers the non-compliance with the Manual provisions, it reserves the right to penalize PP from the SOM grant.

ARTICLE 9 – MONITORING, EVALUATION AND CONTROL

The Project Promoter agrees to participate in and contribute to the monitoring and evaluation activities organized by the Programme Operator as well as by the persons and organizations delegated in connection with the funded project.

The Project Promoter grants the Programme Operator the right to access all information and documents, including those in electronic form, related to the implementation of the project, its results and the method of using the grant in accordance with the terms and conditions of this agreement. It also grants the same right to the Office of the Financial Mechanism, the Ministry of European Funds, the UCAAPI, the EFTA State Auditors' Council, the Anti-Fraud Department (DLAF), the Certification and Payment Authorities (ACP) or the persons and organizations mandated by them. The right of access to all project documents will be granted both during the project and for five years starting from the date when the final grant of the project was established, except in cases where an eventual control after this date reveals irregularities in the project, in which case the 5-year limitation is no longer applicable. All supporting documents will be kept at the Project Promoter's premises.

³ http://www.eea4edu.ro/wp-content/uploads/2018_Fisiere_EN/Publications/EEA_CommunicationAndDesignManual_WEB.pdf

The Program Operator reserves the right to suspend payments and to claim partial or total repayment of the Grant from the Project Promoter following irregularities found as a result of monitoring, evaluation and audit actions.

ARTICLE 10 – LIABILITY

The Project Promoter shall bear the sole responsibility for the compliance with all legal obligations that pertain to them.

The Project Promoter shall be solely responsible to the Programme Operator and any third party for damages of any kind caused to them by the failure or improper execution of the project.

ARTICLE 11 – THE APPLICABLE LAW AND COMPETENT LEGAL INSTANCE

The grant is governed by the provisions of this agreement, by the applicable EEA Financial Mechanism 2014-2021 and the applicable regulations in Romania. The present agreement shall be considered pertaining to civil law regulations. The present agreement shall be considered pertaining to civil law regulations. In case of dispute, the PO and the Project Promoter will launch legal proceedings with respect to the other party's decisions relating to the application of the provisions of the agreement and the arrangements made as a result of its implementation, at the Bucharest competent courts (from the PO premises as stated in this agreement).

ARTICLE 12 – MODIFICATIONS TO THE GRANT AGREEMENT

- 12.1 Any change in conditions allowing the grant must be the subject of an amendment written act. In this respect, No verbal agreement can have any legal consequence.
- 12.2 The amendment can not have as object or effect a significant change in the agreement that may render the grant award decision or the principle of equal treatment of the grant applicants violated.
- 12.3 If the project Promoter request an amendment, it must be sent in writing, in due time, to the Programme Operator, before its taking force and in no case later than one month before the project finalisation, except in cases duly justified by the Project Promoter and accepted by the Programme Operator.

ARTICLE 13 – TERMINATION OF THE AGREEMENT

13.1 Termination by the Project Promoter

In duly justified cases, the Project Promoter may waive the demand for the grant and can terminate the agreement without penalty, at any time, having the obligation to notify the PO in writing, within 10 days of the cessation, the notification giving reasons for quitting. When no reasons are given for failing to attend or the reasons listed in the application are not accepted by the PO, the agreement will be terminated from the sole fault of the Project Promoter. In this case, the PO may require full or partial reimbursement of the advance payment, in accordance with article 13.

13.2 Termination by the PO

The PO may decide on termination of the agreement with no obligation on its part in the following situations:

- a) in case of a change in legal, financial, technical, organisational or ownership situation of the Project Promoter that might significantly affect the agreement or that would call into question the decision to award the grant;
- b) if the Project Promoter fails to fulfil a substantial obligation under the terms of the agreement, including those contained in the Annexes;
- c) in case of *force majeure* or if the action has been suspended due to exceptional reasons;
- d) if the PP is declared bankrupt, in liquidation, is having his affairs in judicial administration, has entered into an arrangement with creditors, has suspended activities, is the subject of other proceedings concerning these matters or in cases provided for by the law or the national regulations;
- e) if the PO has evidence or seriously suspects the Project Promoter or any entity or person related to them, of improper professional conduct;
- f) if the Project Promoter has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes and fees in accordance with the laws of Romania (only for legal entities);
- g) if the PO has evidence or seriously suspects the Project Promoter or any entity or person linked to them of fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the financial interests of the Donor States or Romania;

- h) if the PO has evidence or seriously suspects the Project Promoter or any entity or person related to them of errors, irregularities or fraud in the award procedure or performance of the agreement;
- i) if the Project Promoter has made false statements or reports inconsistent with reality in order to obtain the grant provided from agreement.

In the cases set out in points (e), (g) and (h) of article 13.2 “any related person” refers to any person with powers of representation, decision-making or control in relation to the Project Promoter.

13.3 Termination procedure

The procedure is initiated by registered letter with acknowledgement of receipt or its equivalent.

In the cases referred to in points (a), (b), (d), (e), (g) and (h) of article 13.2 the Project Promoter has 30 days to submit their observations and take any measures necessary to continue to fulfil their contractual obligations.

If the PO does not confirm the approval of comments, in writing, within 30 days of receiving them, the procedure for termination will continue.

After sending the notification, the termination takes effect at the end of the period of notice, which shall start to run upon receipt of the notification of PO's decision to terminate the agreement.

If the notification is not sent in the cases referred to in points (c), (f) and (i) of Article 13.2, termination is beginning to produce effects on the day following the date on which the decision was issued by the PO to terminate the agreement.

13.4 Termination effects

In the event of termination, payments by the PO shall be limited to the eligible costs actually incurred by the PP by the date on which termination takes effect, in accordance with Article 4.

The Project Promoter must be given 60 days after the date on which termination takes effect, in accordance with the PO's notification, in order to send the request for the final payment in accordance with Article 4. If during this period no request is sent for the final payment, the PO will not reimburse the expenditure incurred by the Project Promoter by the date of the termination and the PO shall recover any

amount if its use is not justified by the final report requested and approved by the PO.

Exceptionally, at the end of the period referred to in the notification (see Article 13), if the agreement is terminated because the Project Promoter have failed to submit their report within the time limit stipulated in Article 4 and if the Project Promoter still fail to comply with this obligation within 2 months from the date of receipt of the notification sent by PO through registered mail or equivalent, the latter will not reimburse the expenditure incurred by the Project Promoter until the date on which the action has ended and will recover any sums paid to the Project Promoter as an advance payment.

Exceptionally, in the event of the improper termination of agreement by the Project Promoter or termination by the PO on the grounds set out in points (a), (e), (g), (h), (i) or (j) of the Article 13.2, the PO can claim partial or total reimbursement of the amounts already paid under the agreement on the basis of the report approved, in proportion to the gravity of the issues concerned and after having allowed the Project Promoter to submit their observations.

ARTICLE 14 – GENERAL ADMINISTRATIVE PROVISIONS

14.1 The PP undertakes to promptly notify the PO, by written declaration, of any change in the data in this agreement and in the application form (change of the institution's name, address or telephone number, contact person, bank data, etc.). Depending on the importance of the changes, they will be the subject of an additional act. The PO reserves the right to request the termination of this agreement if these changes are not brought to its notice within 30 days from the date of their appearance.

14.2 The Project Promoter assumes that, in accordance with the national law, the PO may initiate the forced recovery procedure on the amount due. The amounts that will be refunded by the Project Promoter will be determined under the terms established by this agreement. The act or document issued by the PO which ascertains and establishes the payment obligations is an enforceable title. It will include the elements provided by the Fiscal Procedure Code and the Government Emergency Ordinance 66/2011 regarding the Fiscal Administrative Act; through this the legal relation will not acquire a fiscal legal nature. The title of the enforceable debt is brought to the knowledge of the debtor under the conditions

established by the Fiscal Procedure Code, which regulates the communication of the fiscal administrative act. The provisions of the Code of Civil Procedure concerning the communication of procedural documents apply accordingly.

ARTICLE 15 – OTHER PROVISIONS

15.1 The Project Promoter complies with the requirements set out in the 2017 Call for Proposals and the 2017 Applicant's Guide, which stipulate that the action is not financed through another grant from the European Union's budget, the national budget or other EEA grant. In the event of failure to comply with these obligations, the PO shall reserve the right to terminate the agreement under Article 13.2 (g) and recover any payment already made in advance.

15.2 It is forbidden to finance mobility at the same time from EEA funds and other funds, excepting the cases where their complementarity is necessary (these cases will be subject to "double funding" and will exclude the Project Promoter from any further funding from the EEA Financial Mechanism 2014-2021).

15.3 The Project Promoter undertakes to return this agreement signed and stamped in 2 original forms within 10 working days of its receipt.

SIGNATURES

For the PP

[name/ surname/ position]

XXXX

[signature and stamp]

Concluded in XXXX [place],
xx.xx.2018 [date]

For the PO

[name/ surname/ position]

Monica CALOTĂ, Director

[signature and stamp]

Concluded in Bucharest,
.....

I have read the agreement carefully and I accept all clauses stipulated in this agreement, including: Annex I, Annex II, Annex III, Annex IV, Annex V.

I specifically accept the clauses of: art. 1.2, art. 4.3, art. 4.5, art.8, art.9, art.10, art.11, art.13, art.14, art.15.

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e: agentie@anpcdefp.ro
w: www.anpcdefp.ro
www.erasmusplus.ro
www.eea4edu.ro



For the PP

[name/ surname/ position]

XXXX

[signature and stamp]

Concluded in XXXX [place],

xx.xx.2018 [date]

Agencia Națională pentru Programe Comunitare în
Domeniul Educației și Formării Profesionale
Ministerul Educației Naționale

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