

**GRANT AGREEMENT
for PREPARATORY VISITS**

**Education, Scholarships, Apprenticeships and Youth Entrepreneurship
Programme in Romania
Bilateral Funds**

**EEA Grants – Financial Mechanism
2014-2021**

Agreement no.

The National Agency for Community Programs in the Field of Education and Vocational Training, a public institution having legal personality, Tax Code No. 17306250, residing in Bucharest, Splaiul Independentei no. 313, Central Library of University Politehnica of Bucharest, building A, 1-st floor, sector 6, postal code 060042, hereinafter referred to as the “Programme Operator” or “PO”, represented for the signing of this Agreement by Monica CALOTĂ, Director,
on the one hand,

and

Full official name:

Legal type:

Registration number in the Trade Register:

Full official address:

Fiscal Identity Code (CIF)/CUI:

Erasmus ID (Ex. RO BUCURES01) if applicable:

hereinafter referred to as “Project Promoter”, represented by (Position, Surname and First Name):

on the other hand,

taking into consideration the provisions of:

- The Government Emergency Ordinance no 34/2017 concerning the institutional framework for the coordination, implementation and management of financial support granted to Romania through the EEA and Norway Financial Mechanism 2014-2021,
- Memorandum of Understanding from 13 October 2016 between Norway, Iceland, Liechtenstein and the Romanian Government concerning the EEA Financial Mechanism 2014-2021,
- Regulation on the implementation of the EEA Financial Mechanism (EEA) 2014-2021
- The Guidelines adopted by the Financial Mechanism Committee,
- The Programme Agreement „Education, Scholarships, Apprenticeships and Youth Entrepreneurship” 2014-2021 and the Programme Implementation Agreement „Education, Scholarships, Apprenticeships and Youth Entrepreneurship” funded by the Grants SEE 2014-2021

AGREED ON

the current Agreement and the following Annexes:

- Annex I** Application Form by which the grant is requested
- Annex II** Final Report Form
- Annex III** Certificate of Attendance
- Annex IV** Declaration on Double Funding

which are part of the Agreement.

The provisions of the Agreement shall prevail over those in the Annexes.

ARTICLE 1 – OBJECT OF THE AGREEMENT

1.1 The Programme Operator has decided to award the Project Promoter a grant to participate in a Preparatory Visit according to the application with:

Reference number:

Host institution name:

Place:

– activity called hereinafter the “project” – within the Bilateral Funds - Preparatory Visits in the „Education, Scholarships, Apprenticeships and Youth Entrepreneurship” Programme in Romania, EEA Grants - Financial Mechanism 2014-2021 (hereinafter referred to as the “Programme”) under the terms and conditions set out in the Agreement. The Project Promoter appoints _____ as the person in charge of implementing the project (hereinafter referred to as the “Responsible”)

1.2 The Project Promoter and the Responsible accept the grant awarded under the terms and conditions of this current agreement. The Project Promoter and the Responsible pledge to do their best efforts to implement the project as described in Annex I, being the only ones responsible for its achievement, except in cases of force majeure¹.

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.

ARTICLE 2 - DURATION

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

2.2 The duration of the project, including the action of reporting is between (at the earliest) and (at the latest), both dates inclusively.

ARTICLE 3 – PROJECT FINANCING

3.1 PO will finance the project costs with EUR (out of which EUR for travel and EUR for subsistence), in the form of unit costs for a period of days (including 2 travel days).

3.2 The final amount granted will be determined on proof of attending the Preparatory Visit, its time duration and the evidences of the trip (copies of boarding-passes and/or train tickets).

3.3 Any additional costs, other than those specified above and resulting from the implementation of the project that constitutes the object of the present Agreement, shall be supported by the Project Promoter.

ARTICLE 4 – PAYMENT METHODS

4.1 The advance payment

All financial operations resulting from the implementation of this Agreement shall be carried out in EUR.

Within 10 working days from the date when this agreement enters into force, the PO will transfer to the Project Promoter an advance payment representing EUR, corresponding to 80% of the maximum grant amount approved specified in Article 3.1, considering that the PO had received the Programme funds.

4.2 Payment of the balance

Within **10 working days** after the end of the visit referred to in Article 1.1 the Project Promoter and the Responsible will submit **Annex II - the Final Report** using the electronic tool available at: app.eea4edu.ro to which they will attach the following scanned documents:

- the **Certificate of Attendance (Annex III)**, signed by the host institution. The Certificate of Attendance will specify the name of the host institution, the name of the Responsible who made the visit and the exact period of the Preparatory Visit, in accordance with the model available at www.eea4edu.ro.
- the **Double Financing Declaration (Annex IV)**, in accordance with the model available at www.eea4edu.ro.

- the **Declaration of Honour** of the legal representative of the Project Promoter (this document will be printed from the electronic reporting tool, signed and attached scanned).

The Final Report will be considered as the Project Promoter's request for payment of the balance (the difference up to the maximum grant approved). All amounts in the final report will be presented in EUR.

The PO has 60 calendar days to approve or reject the Final Report, as well as any other documents that must be submitted, to communicate in writing to the Project Promoter what is the final amount of the grant and, depending on the amount advanced, to transfer the balance to the Project Promoter or to initiate recovery proceedings by issuing Debit Notes. The balance will be transferred to the promoter in EUR. This period could be extended if the PO requests additional information or documents from the Responsible or the Project Promoter. In this case, the Responsible and the Project Promoter will have 15 days to submit the requested information and documents.

Only if the Project Promoter and the Responsible disagree with the manner in which the final grant was determined, they will have 30 calendar days from the date of the PO's final grant release to request in writing information about the way in which the final grant was determined and to offer the reasons for requesting these explanations. After this term, such requests can no longer be taken into account. Within 30 calendar days from the date of receipt of the request, the PO will provide a well-reasoned response.

The approval of the Final Report does not imply the recognition of conformity or the authenticity, completeness and correctness of the statements and information it contains.

The PO may require full or partial reimbursement of the amount paid in advance if:

- The Final Report and/or documents on which it is based are not sent on time,
- The project was not carried out as specified in this Grant Agreement, except when the Project Promoter or Responsible cannot carry it out because of a force majeure.

Reimbursement of the amounts requested by the PO through the Debit Notes is subject to the Methodological Norms for the application of the Government Emergency Ordinance no 34/2017.

ARTICLE 5 – BANK ACCOUNT

Payment of the grant will be made in **EUR** in the Project Promoter's account, opened specifically for this purpose. The account will have the following details:

Bank account in EUR

First name and last name of the account holder:

Bank Name:

Branch name:

Branch / bank address:

IBAN account of this account (24 characters):

BIC (SWIFT) code:

ARTICLE 6 – PUBLICITY

The Project Promoter and the Responsible will mention the financial support received in the framework of the **Education, Scholarships, Apprenticeships and Youth Entrepreneurship Programme** - in any document published or disseminated, in any product or material made with this financial support, in any statement or interview realised with respect to the activity undertaken. The Project Promoter and the Responsible will also mention that the content of such publications, statements or interviews constitutes the sole responsibility of the author and the Programme Operator, Ministry of EU Funds (MEF) and the Financial Mechanism Office (FMO) are not responsible for how the information content will be used.

ARTICLE 7 – MONITORING, EVALUATION AND CONTROL

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

The Project Promoter and the Responsible grant the PO with the right of access to all information and documents, including those in electronic format, 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 contract. The same right is granted to the Financial Mechanism Office, Ministry of European Funds, UCAAPI, the Board of Auditors of the EFTA States, the Department for the fight against fraud (DFAF), the Certification and Payment Authority (CPA) or persons and organizations authorized by them. The right of access will be granted both for the duration of the project and for five years from the date of payment of the balance corresponding to the grant or, where appropriate, the date of reimbursement of the difference by the Responsible, excepting the cases in which a subsequent checks of these data reveals irregularities in the running of the project, cases in which the five-year limitation no longer applies.

ARTICLE 8 – RESPONSIBILITY

The Project Promoter and the Responsible are solely responsible for the compliance with all their legal obligations. The Project Promoter and the Responsible are solely liable to the Programme Operator and any third party for damages of any kind, caused by the improper performance of the project.

ARTICOLE 9 – APPLICABLE LAW

The present agreement shall be considered pertaining to civil law regulations. In the case of a dispute, the Programme Operator and the Project Promoter will launch legal proceedings with respect to the decisions of the adverse party, relating to the application of the provisions of the contract and the arrangements made as a result of its implementation, to the competent courts according to the law.

ARTICLE 10 – AGREEMENT CHANGE

- 10.1** Any change regarding the terms of the grant can only be done if additional documents to the present agreement are being drawn up. No verbal agreement can have any legal consequence.
- 10.2** If the Project Promoter and the Responsible request an amendment, they must send to the Programme Operator a written request in due time, before it enters into force, and in any case not later than 15 days before the date the visit ends, except in cases duly justified by the Project Promoter/Responsible and accepted by the Programme Operator.

ARTICLE 11 – SUSPENSION OF THE AGREEMENT

The Project Promoter and the Responsible may require the suspension of the implementation of the contract only if exceptional circumstances make it impossible or excessively difficult to participate to the visit/ contact seminar, particularly in the event of the force majeure. Without further delay, the Project Promoter and the Responsible will transmit to the Programme Operator a written request for suspension. The PO can accept or reject the request, or may accept it subject to acceptance by the Project Promoter and the Responsible of any conditions set by the Programme Operator. The PO will notify the Project Promoter in writing, according to article 10.

ARTICLE 12 – TERMINATION OF THE AGREEMENT

12.1 Termination by the Project Promoter

In well justified cases, the Project Promoter and the Responsible may waive the demand for the grant and can terminate the contract without penalty, at any time, having the obligation to notify the Operator in writing, within 30 days after the termination, the notification giving the reasons for quitting. When no reasons are given or the reasons listed in the notification are not supported by the PO, the contract will be terminated from the sole fault of the Project Promoter /the Responsible. In this case, the PO may require full or partial reimbursement of the advance payment, in accordance with article 12.4.

12.2 Termination by the PO

The PO may decide the termination of the contract without any obligation on his part in the following situations:

- a) In the case of a change of legal, financial, technical, organisational or ownership situation of the Project Promoter that could affect substantially the contract or that would call into question the decision to award the grant;
- b) If the Project Promoter and the Responsible fail to fulfil a substantial obligation under the terms of the contract, 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 Promoter 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 Responsible or any entity or person related to them, of improper professional conduct;
- f) If the Project Promoter has not fulfilled the 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 persons);
- g) If the PO has evidence or seriously suspects the Project Promoter or Responsible or any organisation 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 European Union;
- h) If the PO has evidence or seriously suspects the Project Promoter or Responsible or any organisation or person related to them, of errors, irregularities or fraud in the award procedure or performance of the contract;
- i) If the Project Promoter or Responsible has made false statements or reports inconsistent with the reality to obtain the grant provided for in the contract.

In the cases set out in points (e), (g) and (h) of article 12.2 “any related person” refers to any person with powers of representation, decision-making or control in relation to the Project Promoter or the Responsible.

12.3 The 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 12.2 the Project Promoter/ Responsible have 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 the observations, in writing, within maximum 30 days after receiving them, the procedure for termination will continue.

After sending the notification, the termination takes effect at the end of the notification period, which starts to run from the date of receipt of the notification of the PO's decision to terminate the contract.

If the notification is not sent in the cases referred to in points (c), (f) and (i) of article 12.2, termination is beginning to produce effects on the day following the date on which the decision was issued by the PO to terminate the contract.

12.4 Termination Effects

In the case of termination, the payments by the PO shall be limited to the eligible costs actually incurred by the Responsible by the date on which termination takes effect, in

accordance with Article 4.2. The costs pertaining to current engagements will not be taken into account if payments have not been made by the date of termination.

In accordance with the PO's notification, the Project Promoter and the Responsible must be given 15 days after the date on which termination takes effect, in order to send the request for the final payment in accordance with Article 4.2. If, during this period, no request is sent for the final payment, the PO will not reimburse the expenditure incurred by the Project Promoter/ Responsible by the date of the termination and the PO will 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 12.3), if the contract is terminated because the Project Promoter and the Responsible have failed to submit their report within the time limit stipulated in Article 4.2 and if the Project Promoter and the Responsible still fail to comply with this obligation within 1 month from the date of receipt of the notification sent by PO, 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 amounts paid to the Project Promoter and the Responsible as an advance payment.

Exceptionally, in the event of the improper termination of contract by the Project Promoter and the Responsible or termination by the PO on the grounds set out in points (a), (e), (g), (h) or (i) of the Article 12.2, the PO can claim partial or total reimbursement of the amounts already paid under the contract on the basis of the report approved, in proportion to the gravity of the issues concerned and after having allowed the Project Promoter/ Responsible to submit their observations.

ARTICLE 13 – DATA PROTECTION

All personal information contained in the present contract will be processed by:

- the PO, in compliance with the national legislation, Law No. 677/2001 and Law No. 506/2004.

ANPCDEFP is a Personal Data Operator registered with No. 33165 in the Personal Data Processing Register administered by the National Supervisory Authority for Personal Data Processing.

These data will be processed only concerning the implementation and the follow-up activities of the agreement, by the Programme Operator, the National Contact Point and the EEA Financial Mechanism Office (FMO), without dismissing the possibility of transmitting the data to the services of internal audit from the EEA Financial Mechanism Office (FMO), the Council of Auditors of EFTA, the Authority of Certification and Payment (ACP), the Central Unit of Harmonization for Internal Public Audit (UCAAPI), the Committee of the Financial Mechanism, the Fight Against Fraud Department and to any other organism entitled to check the use of the financing awarded through the EEA Financial Mechanism.

The Responsible can send a written request for access to his/her personal information with a view to correct any incomplete or incorrect data. He/she can address any questions

regarding the personal data processing by the PO. The Responsible can submit to the National Authority or the European Authority for Data Protection a notification concerning the processing of his/her personal data.

ARTICLE 14 – OTHER SPECIAL TERMS

- 14.1** Any communication made in connection with this agreement shall be made in writing, stating the agreement number and the application reference number and it will be sent to the PO address, specified on the first page of this agreement.
- 14.2** The grant does not cover the cancellation costs of participation in the visit. If the Responsible, after signing the agreement, no longer attends the preparatory visit for reasons other than the force majeure, the Project Promoter is required to pay any fees from their own resources.
- 14.3** The Project Promoter and the Responsible comply with the requirements set out in the 2017 Call for Project 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 reserves the right to terminate the contract under Article 12.2 (g) and recover any payment already made in advance.
- 14.4** The Project Promoter and the Responsible pledge to promptly notify the PO, through a written declaration, any change of the data of the present contract (failure to make the visit in the established period, waiver of participation, change of the period or duration, changes of name/ home/bank details, etc). If the PO agrees to these changes, they will be the subject of an amendment to this agreement. The PO reserves the right to request the termination of the present agreement if such changes are not brought to its attention within 10 days from the date of their occurrence.
- 14.5** The Project Promoter and the Responsible pledge to return this agreement signed and stamped in its original form, with at least 10 working days from its receipt.
- 14.6** The Responsible pledges to reimburse to the PO the amounts mentioned in the Expenditure Statement of the Final Report (Annex II) deemed non-eligible by the PO, including the bank fee charged by the bank for these transfers.

The project **Responsible:**
Surname, first name:

Signature:

On behalf of the PO

Monica Calotă,

DIRECTOR

Signature and stamp :

Project Promoter:

Legal representative:

[first name / surname / position]

Place and date:

and

Signature
Stamp (if applicable)

Place:
Date:

This contract was issued in 2 original copies in English.