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Intrare: Nr...../.....  
Ieșire: Nr...../.....

## GRANT AGREEMENT for Cooperation Projects in the higher education area

### EDUCATION, SCHOLARSHIPS, APPRENTICESHIPS AND YOUTH ENTREPRENEURSHIP PROGRAMME IN ROMANIA FINANCED THROUGH THE EEA GRANTS 2014 - 2021

**Agreement number: 20-COP-XXXX**

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 of 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]:

1 Agenția Națională pentru Programe Comunitare în  
Domeniul Educației și Formării Profesionale

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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: \_\_\_\_\_

The above-mentioned parties taking into account the provisions of:

- 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:

- Annex I Submitted Application Form requesting the grant
- Annex II Applicable rates
- Annex III Financial rules
- Annex IV Interim/Final Report Form

Annex V Partnership agreements

Annex VI Audit report template

which form an integral part of the Agreement.

The annexes are published at the internet address: [www.eea4edu.ro](http://www.eea4edu.ro)

The provisions of the Agreement take precedence over those in the Annexes, which form an integral part of the Agreement.

## ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

- 1.1 The Programme Operator decided to award a grant to the Project Promoter for the development of the activities on the project entitled ..... approved through the application form financed through the EEA Grants – Financial Mechanism 2014 – 2021, Cooperation Projects in the higher education area according to the terms and conditions 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 cases<sup>1</sup>.
- 1.3 The Project Promoter will comply with the Erasmus Charter for Higher Education.

## ARTICLE 2 – ENTRY INTO FORCE AND IMPLEMENTATION PERIOD OF THE AGREEMENT

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

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<sup>1</sup> Force majeure means any unforeseen exceptional situation or event beyond the control possibility of the parties, which prevents either party from fulfilling its obligations under this agreement, which cannot be attributed to a negligence or error of one of the parties, and proves to be unsolved with all efforts made. Damage to equipment or materials, delays in delivery (except when this happens due to force majeure), labour disputes, strikes or financial difficulties cannot be invoked as a major force by the guilty party.

**2.2** The Project runs for [...] **months** starting on [insert date: ...] and finishing on [insert date: ...].

**2.3** The expenditures' eligibility period in the frame of the Project starts at the date it enters into force and ends at the date when the final grant is established.

### ARTICLE 3 - MAXIMUM AMOUNT AND FORM OF THE GRANT

**3.1** The **maximum amount** of the grant is **XXXX EUR**, respectively **YYYYY<sup>2</sup> LEI**. 85% of this budget (**ZZZZ Euro**, respectively **AAAAA LEI**) represents EEA grant, and 15 % (meaning **BBBB Euro**, respectively **CCCC LEI**) represents co-financing from the national budget.

<b>Budget heading</b>	<b>Allocated amount (EURO)</b>
<b>Project management and implementation</b>	0
<b>Short term transnational mobility activities of individuals</b>	0
<b>Intellectual outputs</b>	0
<b>Multiplier events</b>	0
<b>Special needs (real costs)</b>	0
<b>Exceptional costs (real costs)</b>	0
<b>TOTAL</b>	<b>0</b>

<sup>2</sup> According to the Infoeuro exchange rate: 1 Eur= Lei

**3.2** The grant takes the form of unit contributions and real costs, according to the provisions in Annex III, in the amount of 100% respecting the maximum amount mentioned at Art. 3.1.

**3.3** All payments to the partners will be made by bank transfer.

**3.4** Without exemption from Article 12, from the rates mentioned for each budget heading in Annex II and provided that the Project is implemented in accordance with the provisions of Annex I, there is the possibility to adjust the budget presented in Article 3.1, by transfers between budget headings without considering this adjustment as being a modification to the Agreement within the meaning of Article 12, provided that the following rules are complied with:

a) up to 50% of the following budget headings can be transferred to any other budget heading: Project management and implementation, Intellectual outputs, Multiplier events, Short term transnational mobility activities of individuals and Exceptional costs, except for Project management and implementation and Exceptional costs. These transfers do not imply sending a notification to the PO.

b) according to the above paragraph, any transfer exceeding 50% of the budget heading from which the transfer is considered involves a prior sending of a notification<sup>3</sup> to the PO by the PP requesting the approval of the budget modification.

**3.5** It is possible to transfer funds from any budget heading towards the Special Needs budget heading, even if no funds for special needs were initially allocated according to the budget presented in Art. 3.1.

**3.6** In order to be considered eligible, any expenditure must be made during the agreement period mentioned in Art. 2.2, it has to be mentioned in the budget proposal (Annex I), it has to be proportionate and necessary for the project implementation, it has to be used for the project aim, and it has to be identifiable and verifiable in the accounting system of the PP, according to the national legislation in the field.

**3.7** Within the frame of the Financial Mechanism of the European Economic Area 2014 – 2021, Cooperation Projects in the Higher Education Area, the indirect costs are not eligible.

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<sup>3</sup> According to the model available at: <http://www.eea4edu.ro/>

**3.8** The project promoter commits to conclude partnership agreements with all project partners using the standard form available on: [www.eea4edu.ro](http://www.eea4edu.ro) . The PO shall reserve the right to conclude the agreement only on the basis of the partnership agreements copies sent by the PP, with this grant agreement.

**3.9** In carrying out the project, the Project Promoter will take all the necessary measures to avoid a possible conflict of interests as described in art. 7.5 (paragraph 1) of the Regulation on the implementation of the EEA Financial Mechanism 2014 – 2021.

**3.10** The Project Promoter will have the obligation to inform at time, all the partners regarding the modifications brought to the project that affect them, according to the provisions of art. 7.6, paragraph 4 of the Regulation on the implementation of the EEA Financial Mechanism 2014 – 2021.

## **ARTICLE 4 – PROVISIONS CONCERNING REPORTING AND PAYMENTS**

The following reporting and payments provisions apply:

### **4.1 Payments during the agreement lifetime:**

The PO must carry out the following payments to the PP:

- First advance payment (pre-financing)
- Second advance payment (based on the request specified in the intermediary report, according to Art. 4.3)

### **4.2 First 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.

In 30 days following the entry into force of this Agreement, the PO will pay the Project Promoter a first pre-financing amount consisting of ..... EUR, corresponding to .....% of the maximum grant amount specified at Art. 3.1.

### **4.3 Interim reports and further pre-financing payments**

Until ..... (middle of the project implementation period + 2 months) the Project Promoter must complete an interim report, using the platform:

<http://app.eea4edu.ro/> ,regarding the project implementation, covering the reporting period from the beginning of the project mplementation specified in Article 2.2 and until.....(middle of the project implementation period).

The interim report will consist of:

- narrative report
- declaration of expenditure (all costs will be declared in Euro)
- declaration of honor signed by the legal representative of the PP

If the declaration of expenditure certifies the use of at least 70% of the first installment, the PP will attach also to the interim report the following scanned documents:

- Account statements attesting the expenditure mentioned in the declaration of expenditure.

In so far as the interim report demonstrates that the Project Promoter has used at least 70% of the amount of first advance payment, the interim report will be considered as a request for a further pre-financing payment and must specify the requested amount up to EUR [...] corresponding to maximum % of the maximum total allocated amount.

Where the interim report shows that less than 70% of the previous pre-financing payment paid has been used to cover project costs, the Project Promoter must submit a further interim report when at least 70% of the amount of first pre-financing payment has been used, which must be considered as a request for a further pre-financing payment and must specify the amount requested up to EUR [...] corresponding to maximum % of the maximum total allocated amount.

The PO will assess the interim report and pay ( if it the case) to the Project Promoter the next advance no later than 60 calendar days from receiving the interim report.

This period may be extended if the PO requests additional documents or information from the Project Promoter. In this case, the Project Promoter will have a maximum of 15 days to send the requested information and documents.

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 request for establishing the balance

Within .....(maximum 2 months after the project period specified in Art. 2.2), the Project Promoter must complete a final report on the implementation of the project on the platform <http://app.eea4edu.ro/> . This report must contain all the information needed to justify the contribution requested on the

basis of unit contributions, where the grant consists in reimbursement of unit contribution or the real eligible costs incurred, according to 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 payment of the grant balance.

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

- **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;**
- **Account statements attesting the expenditure mentioned in the declaration of expenditure ( towards project partners /mobility participants).**

All the documents that confirm a payment (contracts, invoices, payment documents, etc.) will be marked with “**Paid from the EEA cooperation grant agreement no. ...., financed from EEA Grants 2014-2021**”.

In addition, for each type of agreement approved costs, the following scanned documents will be attached to the final report (in case of cost incurred by PP or Romanian partners):

**1. Project management and implementation** – proof of developed activities and results will be provided in the final report in the form of a description of these activities and results.

**2. Reimbursement of individual support and transport costs for short term transnational mobility activities** will be done based on the following documents:

- **For transnational project meetings:** proof of participation at the meeting in the form of a list of participants signed by them and by the legal representative of the receiving organisation specifying the name and reference number of the project, the name of the activity, the date and place of the transnational project meeting and, for each



participant: the name and signature of the person concerned, the name and address of the sending organisation and the detailed agenda and any other documents used or distributed during the transnational project meeting

- **For short term transnational mobility activities of individuals (both students and staff):** proof of participation to the activity, which shall take the form of a declaration signed by the legal representative of the receiving organisation (and stamped if it is the case), specifying the title and reference number of the project, participant's name, purpose of the activity, as well as the start date and the end date of the activity.
  
- In the case of a mobility taking place in a different place than that where the receiving/sending organisation is located and/or of a mobility to a different place than the one where the receiving organisation is located, and which involves a change in the approved distance band, the travel itinerary must be justified with travel tickets or invoices specifying the place of origin and the place of destination;

**3. Covering the expenses for the **intellectual outputs** shall be based on the following supporting documents:**

- proof of completion of the intellectual outputs, which will be uploaded on the project site at the latest at the time of sending the final report;
- proof of time invested by the staff for the completion of the intellectual outputs, in the form of a time sheet containing the name of the person, the category of staff according to the 4 predefined categories, the data and the total number of working days of the person involved in working on the intellectual output; the time sheet will be signed by the legal representative of the employer (and stamped if applicable);
- declaration on the nature of the professional relationship (employment contract, voluntary contract) between the person and the organisation (PP or partner) concerned, signed by the legal representative.

**4. Multiplier events** (only for strategic cooperation projects) - Required supporting documents:

- proof of participation in the multiplier event in the form of a list of participants, signed by them, mentioning the name of the project and the identification number, the title of the event (if applicable), the date and venue, and for each participant: name and signature, name and address of the sending organisation;
- the detailed agenda and any documents used or distributed in the multiplier event.

## 5. Costs related to special needs (real costs)

In the case of special needs support (real costs), the settlement of transport/subsistence expenses will be based on the following documents: invoices stating the name and address of the issuing body, the amount, the currency and the date of the invoice; proof of payment; evidence/justification of special needs (disability).

Costs related to accompanying persons of participants with special needs (costs related to transport and subsistence) represent unit costs.

For costs related to accompanying persons of participants with special needs, the justifying documents consist of proof of travel (e.g. photocopies of boarding passes, train tickets/gasoline invoices/ accommodation invoices).

## 6. Exceptional costs (real costs)

Procurement of products, services or works carried out in the projects by the PP or the Romanian partners will be carried out in accordance with Law 98/2016 regarding public procurement with subsequent amendments and completions.

Documents required to settle the procurement of goods/services:

The procurement dossier<sup>4</sup> for each project will include:

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<sup>4</sup> For information and publicity, the product procurement file must also contain photographs of goods and stickers applied on machines, equipment, etc. purchased within the project.

- Annual Public Procurement Strategy;
- Annual Procurement Program;
- Requirements reports - include the needs of goods/services;
- Market consultation - the Market Consultation Notice and the Market Scoreboard document/note will be presented.
- Evidence to determine the estimated value of goods/services;
- The justification for the choice of procedure;
- Contracting strategy for the procedure in question;
- Organisation of the procedure and award of the public procurement contract:
  - full attribution documentation.
  - offers submitted;
  - the procurement contract concluded with the winning bidder (with annexes, where applicable). The contract must be signed, registered, with the visa of the internal financial preventive control;
  - other relevant procurement documents (not specified above).
- Invoices of actual costs incurred, specifying the name and address of the body issuing the invoice, the amount, the currency and the invoice date;
- Proof of payment: Receipt, Payment order, cheque /bank roll;
- Bank statement stamped by the bank on each file or other proof of payment of the invoice (for electronic payments).

WARNING: In case of service purchases (event organization), the following documents will also be presented:

- A list signed by the participants in the event containing their contact details.

Depreciation costs:

- Proof of purchase, rental or leasing of equipment, as recorded in the PP's accounts;
- Declaration on the depreciation method used, including the calculation method, its monthly value and the utilisation rate of the equipment in question, for each fixed asset.

In order to justify the expenditures incurred by project partners in the DS or other BS (other than Romania), it will be accepted an expenditure verification report drawn up by an independent auditor in accordance with the provisions of Art. 8.12

point 4 of the Regulation on the Implementation of the Financial Mechanism in European Economic Area (EEA) 2014-2021.

It is mandatory that the verification report includes the minimum requirements mentioned in the document from Annex VI of this Agreement (the version corresponding to the partner's country of origin).

The project promoter will respect the following project sustainability provisions:

1. The equipment procured under the project, as subject to the exception provided in Art. 8.3.1. lic. c) of the Regulation will be used for the purpose and for the period specified in the grant decision for the project, with the following obligations:

- to be kept in the ownership of the Project Promoter/Project Partner and to be continuously used by its owner for the general project objective, at least 5 years after the completion of the project, and for the purpose for which it was purchased;
  - to ensure adequate protection against losses caused by fire, theft and other normally insurable incidents throughout the project implementation period and for at least 5 years after its completion;
  - to provide the necessary funds for the maintenance of the exempted equipment for at least 5 years after the project completion;
2. If at the end of the project implementation period, for whatever reason, the property rights of the equipment are transferred to the patrimony of an entity other than the Project Promoter (e.g. to the project partner), the partnership agreements must reflect the takeover with the same sustainability obligations;
3. Goods, services or works purchased from a grant financed by the EEA Financial Mechanism 2014-2021 will have to be recorded in the project promoter/partners' own accounts in accordance with the legal provisions in force.

The Promoter will certify through the Declaration of Honour that the information provided in the Final Report is complete, correct and true. It also has to be certified that: all costs incurred can be considered eligible under the Agreement terms, double funding was avoided, the documents submitted are certified copies and that the final report is supported on the spot by appropriate supporting documents in original, which will be presented in the context of the controls or audits referred to in Article 9.

The PO has 60 calendar days to approve<sup>5</sup> or reject the Final Report as well as any other documents that need to be submitted, and to communicate to the PP in writing which is the final grant amount and, depending on this and the advanced amount, to initiate the recovery procedures by issuing a debit note.

This period can be extended if the PO require additional documents or information from the Project Promoter. In such cases, the Project Promoter will have maximum 15 days to send the required information and documents.

In case of non-submission of the additional required documents within the deadlines, the final report will be evaluated on the basis of the existing information or it will be rejected, starting the termination of the agreement.

The Project Promoter will have 30 calendar days from the PO final grant communication, to request in writing information on how the final grant was calculated, giving the reasons for requesting such explanations. After this deadline, such requests can no longer be considered. The PO undertakes to provide a substantiated reply within 30 calendar days from the date of receiving the request.

#### **4.5 Refunds, debit notes, reconciliations**

The PO may require full or partial reimbursement of the advanced amount if:

- The final report and/or the documents on which it is based are not sent on time;
- At least one publication was not produced and one partnership joint event was not organised, a results of the project;
- The project did not take place as specified in this Agreement, unless the Project Promoter cannot meet it due to a force majeure situation.

The reconciliation with PO will be done according to Art. 17 par. 10 of GEO 34/2017 on the financial management of the external non-reimbursable funds related to the Financial Mechanism of the European Economic Area 2014-2021 and the Norwegian Financial Mechanism 2014-2021. In this sense, when receiving or reimbursing amounts from / to the PO, the PP will send by email, the notification regarding the accounting reconciliation available on the website.

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<sup>5</sup> The approval of the report and the accompanying documents does not imply the recognition of the conformity or of the authentic, complete and correct character of the declarations and information they contain.

#### **4.6 Language of the reports**

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

#### **4.7 Currency used for reporting**

The financial part of the reports must be drawn up in **EURO**. Any conversion into Euro of costs incurred in other currencies will be made by PP at the exchange rate of the commercial bank at the date of the foreign exchange transaction.

#### **4.8 Currency for payments**

All payments made by PO to PP and from PP to PO will be 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 - BANK ACCOUNT**

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

### **ARTICLE 6 - DATA OPERATOR AND COMMUNICATION AMONG PARTIES**

#### **6.1 Personal data processing**

##### **6.1.1 Personal data processing by PO**

Agenția Națională pentru Programe Comunitare în  
Domeniul Educației și Formării Profesionale

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www.erasmusplus.ro  
www.eea4edu.ro



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 (EU) 1725/2018 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 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.

### **6.1.2 Personal data processing by PP**

The project promoter shall process the personal data under this grant agreement in accordance with the applicable EU and national data protection laws (including the authorization or notification requirements). PP may grant its staff access only to data that is strictly necessary for the implementation, management and monitoring of the grant agreement. PP shall take appropriate technical and organizational security measures taking into account the inherent risks in the processing, as well as the nature of the personal data concerned. This for:

- (a) prevent any unauthorized person from accessing computer systems processing personal data, and in particular:
  - (i) unauthorized reading, copying, modification or deletion of the storage media;
  - (ii) unauthorized input of data, as well as unauthorized disclosure, modification or deletion of stored personal data;
  - (iii) unauthorized use of data-processing systems by means of data transmission.
- (b) ensure that authorized users of the data-processing system can only access personal data for which they have access;
- (c) record what personal data have been communicated, when and to whom;
- (d) ensure that personal data processed on behalf of third parties can be processed only in the manner prescribed by the regulations in force;
- (e) ensure that, during the communication of personal data and the transport of storage media, the data cannot be read, copied or deleted without authorization;
- (f) design an organizational structure that meets the data protection requirements.

## 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](mailto:proiecte@eea4edu.ro)

## 6.2 Contact details of the PP

Any communication from 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 SAFETY OF PARTICIPANTS

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

## ARTICLE 8 – ADVERTISING

The Project Promoter will mention the financial support received from EEA 2014-2021 Grants under the Education, Scholarship, Apprenticeship 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 granted in respect of the grant in question. The Project Promoter will also mention that the content of those publications, statements, or interviews is the sole responsibility of the author, and that the Programme Operator, the Ministry of European Funds (MFE) and the Financial Mechanism Office (FMO) are not responsible for how the content will be used.



The Project Promoter will develop and implement a **Communication Plan** in accordance with the regulations set out in Annex 3 of the Implementation Regulation for the EEA Financial Mechanism 2014-2021. The project website must continue to operate after project finalisation and be updated with information on the activities carried out. If the project did not have a dedicated website, the information and results will be available on the organization's website; these informations and results must remain published also after the end of the project. The results of the project cannot generate revenue. The Project Promoter will fulfil its obligations regarding information and publicity, in accordance with the provisions of the Implementation Regulation for the EEA Financial Mechanism 2014-2021. Therefore, the Project Promoter must comply with the **Communication and Visual Identity Guidelines**<sup>6</sup>.

Fulfilling the provisions of the Communication Plan and the Communication and Visual Identity Guidelines will be verified during the monitoring process by the Programme Operator during the on-the-spot visits and the evaluation of the final report.

If the Programme Operator discovers that the obligations in the above-mentioned documents were not -fulfilled it reserves the right to apply penalties to the PPs covered from the project management and implementation budget chapter.

## **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.

On the implementation period it is possible that Programme Operator could undertake monitoring /checks visits regarding the project at PP site. The visits will be officially announced and will be focused on: project activities timetable, the project progress in obtaining the project results, communication between project partners, administrative issues, supporting documents and also on the financial project's management.

The Project Promoter and the Manager grant the PO the right of access all information and documents, including those in electronic form, related to the

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<sup>6</sup> [http://www.eea4edu.ro/wp-content/uploads/2018\\_Fisiere\\_EN/Publications/EEA\\_CommunicationAndDesignManual\\_WEB.pdf](http://www.eea4edu.ro/wp-content/uploads/2018_Fisiere_EN/Publications/EEA_CommunicationAndDesignManual_WEB.pdf)

implementation of the project, its results and the method of using the grant in accordance with the terms and conditions of this agreement. 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), Certification and Payment Authority (CPA) or persons and organizations authorized by them. The right of access will be granted both during the project and for five years from the date of payment of the balance corresponding to the grant, excepting the cases in which a subsequent inspection of these data reveals irregularities in the running of the project, cases in which the five-year limitation no longer applies. All supporting documents will be kept at PP premises.

Also, upon completion of the project, the PO may carry out an check/audit mission at the PP premises to verify in particular the financial aspects and the items that contribute to establishing the final grant.

The Programme Operator reserves its right to suspend payments and to claim partial or total refund of the grant from the Project Promoter following irregularities identified after 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 is solely liable to the PO and any third party for damages of any kind caused by the improper performance of the project. At the request of the Program Operator and at its own expense, PP will remedy any irregularities and their consequences occurred in the implementation of the project, caused by the non-compliance by PP of the provisions of this agreement.

#### **ARTICLE 11 – APPLICABLE LAW**

The grant is governed by the provisions of this agreement, the applicable provisions of the EEA Financial Mechanism 2014-2021 and the applicable regulations in Romania. 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 regarding the terms of the grant can only be done if amendments to the present agreement are being drawn up. No verbal agreement can have any legal consequence.
- 12.2** The amendment may not have the object or effect of a significant change in the agreement that may render the grant award decision in question or the principle of equal treatment of grant applicants violated.
- 12.3** If the project Promoter request an amendment, it must be sent in writing<sup>7</sup>, 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;

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<sup>7</sup> According to the model available at: <http://www.eea4edu.ro/>

- 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 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 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 - SUPPORT FOR THE PARTICIPANTS

Where the project implementation involves the PP have to give support to participants, the Project Promoter and partners must give such support in accordance with the conditions specified in Annex II.

The Project Promotor and partners must:

- Either transfer the financial support for the budget categories travel/individual support in full to the participants of Short term

transnational mobility activities, applying the rates for unit contributions as specified in Annex II;

- Or provide the support for the budget categories travel/individual support to participants of Short term transnational mobility activities in the form of provision of the required travel, subsistence services. In such case, the PP/partners must ensure that the provision of travel, subsistence services will meet the necessary quality and safety standards.

The beneficiaries may combine the two options set out in the previous paragraph in so far as they ensure fair and equal treatment of all participants. In such case the conditions applicable to each option must be applied for the budget categories to which the respective option is applied.

## **ARTICLE 15 – GENERAL ADMINISTRATIVE PROVISIONS**

**15.1** The PP undertakes to promptly notify the PO, by written declaration, of any change in the data in this agreement or in the application form (change of the institution's name, address or telephone number, contact person, changes bank details, etc.). Depending on the importance of these changes, they will be the subject of an amendment. PO shall reserve the right to request the termination of this agreement if these changes are not brought to its notice within 30 days of their occurrence.

**15.2** For the amounts paid in advance and not properly justified, according to Art. 8 paragraph (2) of the Methodological Norms for the application of the provisions of GEO 34/2017, including those that are not eligible, the PO shall notify the Project Promoter in writing on the obligation of returning them. If the Project Promoter does not return the above-mentioned amount within 15 days from the date of receipt of the notification, the PO applies the provisions of GEO 66/2011 regarding the prevention, detection and sanctioning the irregularities identified in obtaining and using European funds and/or of the national public funds related to them, approved with amendments and completions by Law no. 142/2012, with amendments and completions.

The amounts that will be reimbursed by the Project Promoter will be determined under the terms of this agreement. The act or document issued by the PO which identifies and establishes the payment obligations shall be enforceable. It will include the elements provided by the Tax Procedure Code and Government

Emergency Ordinance 66/2011 regarding the fiscal administrative act, without the legal report thus acquiring a fiscal legal nature. The enforcement debt instrument shall be made know to the debtor under the conditions established by the Tax 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.

**15.3** If educational materials are produced within the project, these materials will be available through the internet, on the project website, free of charge and under open licenses<sup>8</sup>.

## **ARTICLE 16 – OTHER SPECIAL TERMS**

**16.1** The Project Promoter complies with the requirements set out in the 2020 Call for proposals and the 2020 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.

**16.2** It is forbidden to finance the same activity at the same time from the EEA grant and other funds, except where their complementarity is required (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).

**16.3** The Project Promoter pledges to return this Agreement signed and stamped in 2 original forms as well the partnership agreements copies signed by all partners, with maximum 10 working days from receiving it.

## **SIGNATURES**

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<sup>8</sup> Open licence – a way by which the owner of a work grants permission to others to use the resource. A license is associated to each resource. There are different open licences according to the extent of the permissions granted or the limitations imposed and the owner is free to choose the specific license to apply to their work. An open licence must be associated to each resource produced. An open licence is not a transfer of copyrights or Intellectual Property Rights (IPR).

**Project Promoter:**

**For PO**

Legal representative:

[first name/surname/position]

[first name/surname/position]

Signature and stamp

**Monica CALOTĂ, Director**

[semnătura și ștampila]

Concluded in Place:

On Date:

Bucharest , .....

For CFPP

Signature

Date.....

The project promoter has negotiated in good faith, read, fully understood and expressly accepted, through the signature of its authorized representatives, the content and effects of all clauses of the Agreement, Annex I, II, III, IV, V, VI, including specifically:

(a1) the provisions of the Agreement - the provisions of sub-item 1.2. from Art. 1 "Subject matter of the agreement", Art. "Language in which reports are made", Art. 4.7. "Currency Used for Reporting", Art. 9 "Monitoring, Evaluation and Control", Art.10. "Liability", Art. "Applicable Law and Competent Court", Article 13 "Termination of the Agreement", Article 14 "Support for Participants", Article 15 "General Administrative Provisions", sub-item 16.2. from Art. 16 "Other Conditions";

(b1) the provisions of Annex III: N.B. from item b, letter B "Intellectual Products" of Art. I, the provisions of N.B. after point b, letter B of art II.2 "Calculation of actual costs", Art. "Rules and conditions for diminishing the grant of poor, partial or late implementation", Art. VI. "The controls applied to the promoter and the provision of supporting documents";



(c1) the provisions of Annex V: the provisions of Art. 3 "Main roles and responsibilities of the Parties", point 2 of Art. 6 "Reporting obligations", Art.8 "Project audit provisions", Art. 9 "Procurement", Art. 10 "Conflict of Interest", Art. 11 "Suspension of payments and reimbursement", Art. 14 "Conflict provisions".

**Project Promoter:**

Legal representative:

[first name/surname/position]

Signature and stamp

Concluded in

Place:

on Date: