

**Grant Contract no. ....**  
**for implementing bilateral initiative**

Considering the following legal framework:

- (1) Protocol 38c to the EEA Agreement on the European Economic Area Financial Mechanism 2014-2021;
- (2) Regulation on the implementation of the EEA Financial Mechanism, issued by Iceland, the Principality of Liechtenstein, hereinafter called “Donor States”, according to Article 10.5 in the Protocol 38c to the EEA Agreement on the European Economic Area Financial Mechanism 2014-2021;
- (3) The Memorandum of Understanding on the implementation of the EEA Financial Mechanism 2014-2021, signed between the Donor States and the Government of Romania;
- (4) Guidelines adopted by the Financial Mechanism Committee according to the Regulations;
- (5) Government Emergency Ordinance no. 34/2017 on the financial management of the external non-reimbursable grants related to the EEA Financial Mechanism 2014-2021 and to the Norwegian Financial Mechanism 2014-2021, approved and amended by the Law no. 242/2013, as well as the methodology rules for its implementation, approved by Order no. 2840/2015;
- (6) Government Emergency Ordinance no. 66/2011 on preventing, ascertaining and sanctioning the irregularities occurred in the collection and use of the European funds and/or of the national public related funds, approved and amended by the Law no. 142/2012, as amended.
- (7) Government Decision no. 518/1995 regarding the rights and obligations of the Romanian personnel sent abroad for the fulfillment of some temporary missions with the subsequent modifications and completions
- (8) Government Decision no. 1860/2006 on the rights and obligations of the personnel of the public authorities and institutions during the delegation and posting in another locality, as well as in the case of the movement within the locality, in the interest of the service with the subsequent modifications and completions.
- (9) Order no. 348/2018 issued by the Ministry of European Funds from Romania regarding the application of lump sums in case of trips financed from the Bilateral Fund and Technical Assistance Fund within the EEA Financial Mechanism and the Norwegian Mechanism 2014-2021.

**The parties,**

**Ministry of Culture - The Project Management Unit**, with the headquarters in 22 Unirii Blvd., 3<sup>rd</sup> district, Bucharest, Romania, phone: 021-2228479, fax number: 021-2244512, tax code 4192812, legally represented by Bogdan Ștefan Trîmbaciu - Director and Albertina Năstase – Financial Manager, **as Programme Operator**, at one part,

and

....., with the headquarters  
in....., tax code....., legally represented  
by....., as ....., identified with identity  
card.....no....., registration personal  
number....., as Beneficiary of a grant, hereinafter **Bilateral Initiative  
Promoter** of the other part,

have concluded this grant Contract under the following conditions:

**Art. 1 – Object of the Contract**

- (1) The object of this Contract is to award a grant by the Project Management Unit – Ministry of Culture for the implementation of the bilateral initiative entitled: ".....", registered at the Programme Operator with no....., hereinafter the bilateral initiative.
- (2) The Grant referred to in paragraph (1) is awarded under the scheme for strengthening bilateral relations, within Programme RO-CULTURA, funded under EEA Financial Mechanism 2014-2021.
- (3) Bilateral Initiative Promoter will receive the grant under the terms and conditions agreed upon by the parties in this grant Contract and its annexes, which Bilateral Initiative Promoter hereby declares to know and accept.
- (4) The Application submitted by the Bilateral Initiative Promoter and approved through the evaluation and selection process is an Annex to this Contract and an integral part of it.

**Art. 2 – Duration of the Contract**

- (1) This Contract shall enter into force on the following day in which it was signed by the last of the parties and shall be completed no later than December 31<sup>st</sup> 2022.
- (2) All obligations, operations, and other diligences related to the grant approval and use of the grant by the Bilateral Initiative Promoter shall conclude 3 years after the approval date of the final report by the Programme RO-CULTURA.

### Art. 3 – Communication between the Parties

- (1) Any communication or notification of one party to the other shall be considered valid only if it is sent to the address / headquarters set out in the introductory part of this Contract or via email:
- (2) If the communication / notification is sent by e-mail, it shall be transmitted as a scanned document, signed and stamped (if applicable).
- (3) Verbal communications / notifications are not taken into consideration by any of the parties unless they are confirmed by one of the methods described above.
- (4) The parties shall communicate in writing within 5 working days any change regarding the official address provided in the introductory part of this Contract.

### Art. 4 – Contract value

- (1) The total eligible value of the grant awarded by the Programme Operator for the implementation of the bilateral initiative is .....EUR *[for Romanian entities it will be mentioned also: equivalent with.....EUR, converted in EURO using the monthly accounting exchange rate of the European Commission (InforEuro), on the month when the Contract is signed:... ..]*
- (2) The amount mentioned in paragraph (1) shall be used in accordance with the categories of expenditures specified in the Application Form as approved following the evaluation and selection process.
- (3) Any additional costs arising from implementation of the bilateral initiative exceeding the total amount of the grant will be assumed by the Bilateral Initiative Promoter.

### Art. 5 – Payments

- (1) Payments will be made in RON for the Romanian Promoters or in Euro for Promoters from Donor States, in the bank account mentioned in the request for advance payment or in the final payment request, on reimbursement principle, as the case may be.
- (2) In order to manage the non-reimbursable grant, the Bilateral Initiative Promoter from Romania has the obligation to open special accounts for the project in the State Treasury system or commercial banks, as the case may be, under the conditions established by Government Emergency Ordinance (GEO) no. 34/2017 and its Implementing Rules.
- (3) The Bilateral Initiative Promoter may request an advance payment of up to 100%, in the case of public authorities / institutions and a maximum of 30% for private entities of the total amount of the grant.

- (4) Advance payment shall be granted on the basis of payment request completed and submitted by the Bilateral Initiative Promoter, according to the template in the Applicant's Guide.
- (5) The final payment request must be completed according to the template in the Applicant's Guide and submitted by the Bilateral Initiative Promoter together with the Travel Report and related supporting documents within maximum 30 days after the return from the bilateral initiative.
- (6) Travel expenses granted on a lump-sum basis shall be authorized conditioned upon the achievement of the expected outcome of the bilateral initiative.
- (7) Lump sum is granted for a full day (24 hours), not for fractions.
- (8) The final approved amount shall be determined by the real number of days of travel.
- (9) The final payment shall be made by the Programme Operator within 30 days from the approval of the payment request.

#### **Art. 6 – Joint commitments of the parties**

- (1) The Parties are committed to carry out their tasks and responsibilities related to the implementation of this Contract, based on appropriate management, the principles of transparency and partnership, according to the national legislation in force and the legal framework of the EEA Financial Mechanism 2014 – 2021.
- (2) The Parties undertake to use the information and documents obtained or to which they have access during the implementation period of the partnership action according to this Contract and the national legislation in force and legal framework of the EEA Financial Mechanisms 2014-2021, with respect to the legal provisions on transparency, access to information and personal data protection.

#### **Art. 7 – Assignment of copyright**

- (1) The Bilateral Initiative Promoter assigns to the Programme Operator non-exclusive rights to use all the materials created or produced within the bilateral initiative.
- (2) The assignment covers all usages of these materials to promote the Programme and the public communication of its results, including making them available on the Programme website.
- (3) The assignment duration spans the entire implementation period of the Programme and the functionality period of the Programme website
- (4) Territorial scope of the assignment includes all territories where the Programme is promoted and disseminated.
- (5) The assignment does not determine any material obligations for the Programme Operator.

- (6) If the materials are the result of collaboration between the two parties of the bilateral initiative, the Bilateral Initiative Promoter is committed to obtain non-exclusive assignment of copyright from its partner on the same terms set out in this article.

## **Art. 8 – Rights and obligations of Bilateral Initiative Promoter**

- (1) The Promoter of a bilateral initiative undertakes to use the grant only for the purpose of implementing the activities described in the Application Form and to respond to the Program Operator for the way the grant is spent.
- (2) The Bilateral Initiative Promoter is fully liable for the implementation of the activities described in the Application form in accordance with the responsibilities undertaken under this Contract.
- (3) The Bilateral Initiative Promoter is obliged to notify the Programme Operator of any facts or data which have or may have an impact on the carrying out of any and all obligations arising from this Contract and its annexes.
- (4) The Bilateral Initiative Promoter is obliged to fill in and send the payment request (according to the template provided in the Applicant's Guide), the travel report (according to the template provided in the Applicant's Guide), additional documents mentioned in the Applicant's Guide and the documents that confirm the registration in the accountant register of the lump sums, using distinct accounts within 30 days from the end of the bilateral initiative.
- (5) The Bilateral Initiative Promoter is obliged to respect the visual identity elements of EEA Financial Mechanism 2014-2021 and ensure the publicity of the bilateral initiative and of the granting source.
- (6) The Bilateral Initiative Promoter is obliged to accept the control and the verifications of the entities and structures with attributions for control/verification/audit in the frame of the EEA Financial Mechanism 2014-2021, in relation with the use of the non-reimbursable funds granted.
- (7) The Bilateral Initiative Promoter is obliged to take full responsibility for the damages caused to third parties by its fault, during and in relation with the implementation of the bilateral initiative. The Programme Operator shall be released from any liability for the prejudice caused to third parties by fault of the Promoter.
- (8) The Bilateral Initiative Promoter is obliged to take all the measures required to avoid any conflicts of interest and to inform immediately the Programme Operator on any circumstance that is or may determine such conflict of interest.
- (9) The Bilateral Initiative Promoter is obliged to notify the Programme Operator by e-mail as soon as possible, about modifications of the information contained in the Application Form (e.g. period of visit, persons traveling, etc.).
- (10) The Bilateral Initiative Promoter is obliged to fill in and submit the Payment request (according to the template provided in the Applicant's Guide) together with the Travel

report (according to the template provided and supporting documents requested in the Applicant's Guide) within 30 days after the completion of the bilateral initiative.

- (11) The Bilateral Initiative Promoter undertakes to return the amounts granted in advance and unjustified or inadequate unjustified as well as any exceeded amounts received from the Programme Operator in respect of the final amount within 15 days from the date of receipt of the notification. Otherwise, the Programme Operator shall apply the provisions of Government Emergency Ordinance no. 66/2011 on the prevention, detection and sanctioning of irregularities occurred in obtaining and use of European funds and / or national public funds related to them, approved with amendments and completions by Law no. 142/2012, as amended and supplemented.
- (12) Bank charges incurred by the repayment of amounts to the Programme Operator shall be exclusively the responsibility of the Bilateral Initiative Promoter.
- (13) The Bilateral Initiative Promoter declares that it agrees that its personal data may be used and processed exclusively for the purpose of activities by the Programme Operator, in accordance with Regulation no. 679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (General Data Protection Directive)
- (14) The Bilateral Initiative Promoter has the obligation to ensure the confidentiality of the received data as well as its security in accordance with Regulation no. 679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (General Data Protection Regulation).
- (15) The Bilateral Initiative Promoter shall be solely responsible for complying with all the legal obligations incumbent upon him.
- (16) This Contract, as well as any rights and obligations arising from its implementation, may not be the subject of a fully or partly divestment, novation, subrogation or any other mechanism of transmission and / or transformation of obligations and rights.

#### **Art. 9 – Rights and obligations of the Programme Operator (Project Management Unit)**

- (1) The Programme Operator shall verify all the documents specified in article 8 paragraph (5), submitted by Bilateral Initiative Promoter.
- (2) The Programme Operator shall authorise and reimburse, if the case, only the amount resulted after the verification of the validity, reality, correctness and accuracy of the supporting documents.
- (3) The Programme Operator is authorized to take all the actions it may consider necessary in order to verify, at Bilateral Initiative Promoter level, whether the bilateral initiative was implemented in accordance with this Contract.



- (4) The Programme Operator reserves the right, in case of suspected violation of provisions of the Contract by Bilateral Initiative Promoter, to suspend immediately the payment of funds, up to the moment when the suspicion is refuted (i.e. to the point where the grant Bilateral Initiative Promoter shall submit evidence to invalidate the suspicion and the evidence will be recognized by the Programme Operator).
- (5) The Programme Operator may terminate the Contract and recover any amounts paid to the Bilateral Initiative Promoter, where it is found that the objectives of the bilateral initiative were not met.
- (6) The Programme Operator shall process personal data in accordance with the provisions of Regulation No 679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).
- (7) The Programme Operator shall store personal data for the duration of the contract as defined in Article 2(2).

#### **Art. 10 –Applicable law**

- (1) The provisions of this Contract shall be governed, interpreted, understood and applied in accordance with the Romanian legislation in force corroborated with the legal framework of the EEA Financial Mechanism 2014 – 2021.
- (2) If there are any inconsistencies or differences between the provisions of this Contract, EEA Financial Mechanism Regulation 2014-2021, Guidelines adopted by the Financial Mechanism Committee, Programme Agreement and Programme Implementation Agreement, will prevail EEA Financial Mechanism Regulation 2014-2021, Guidelines adopted by the Financial Mechanism, Programme Agreement and Programme Implementation Agreement, in this order.
- (3) If there are any inconsistencies or differences between the provisions of this Contract, and the national or European legislation, discordant clauses will be taken into account and will be replaced by incidents of national / European legislation.

#### **Art. 11 – Amendment of the Contract**

- (1) Any amendment to this Contract or its annexes shall be made in writing, by an addendum or through notification.
- (2) The following may be subject to change with notification: changing the address of the Bilateral Initiative Promoter, changing the legal representative of the Bilateral Initiative Promoter, changing the contact person or contact details, changing of the travel period, changing persons nominated in the Application form for travel.

- (3) The deadline for submitting request for an addendum by the Bilateral Initiative Promoter is at least 15 working days before the change takes effect, while the notification is transmitted within a maximum of 5 calendar days from the occurrence of the change.
- (4) Any change to this Contract shall be valid only if agreed by all parties.

## **Art. 12 – Termination of the grant Contract and force majeure**

- (1) In well-justified cases, the Bilateral Initiative Promoter may unilaterally terminate the present Contract, respecting a minimum notification of 15 calendar days' notice, with the obligation to repay the amounts granted in advance by the Program Operator within the time limit set in Art. 8 par. (6) of this Contract.
- (2) If the unilateral termination notification fails to provide reasons or the presented reasons are do not justify the termination of the Contract, the Contract shall cease because of the Bilateral Initiative Promoter with obligation to repay the amounts granted in advance by the Program Operator within the specified term to art. 8 par. (6) of this Contract. In this case, the Programme Operator reserves the right to claim damages under the law.
- (3) The Programme Operator may decide to terminate this Contract unilaterally, without delaying the Bilateral Initiative Promoter and without the intervention of the Court, with the consequence that the Bilateral Initiative Promoter will reimburse in full the Programme Operator the amounts representing grant advance payments, in any of the following cases:
  - a) non-fulfilment by the Bilateral Initiative Promoter of the obligation established in art. 8 par. (1) or (2) of this Contract;
  - b) non-fulfilment by the Bilateral Initiative Promoter of the obligation established in art. 8 par. (5) of this Contract;
  - c) non-fulfilment by the Bilateral Initiative Promoter of the obligation established in art. 8 par. (11) of this Contract;
  - d) if it is found, after the conclusion of this Contract, that the Bilateral Initiative Promoter did not meet the eligibility conditions mentioned in the Applicant's Guide, at the date of the application;
  - e) if the Bilateral Initiative Promoter did not travel within the period specified in the application and the travel dates have not been modified under the conditions of Art. 11 par. (2) of this Contract;
  - f) if there is a situation of double funding for the same initiative.
- (4) This Contract may be terminated in case of force majeure. Force majeure means an unforeseeable, insurmountable and unavoidable event, irrespective of the will of the parties, occurred after the date of signature of the Contract, which impedes the fully or partially execution of the Contract and which exonerates from liability the party claiming it. Events such as: natural calamities (earthquakes, floods, landslides), war, revolution, embargo, etc. may be causes of force majeure.



- (5) The party invoking force majeure has the obligation to notify the other party of the force majeure case, within 5 calendar days from the date of its appearance and to prove it, within a maximum of 10 calendar days. The party invoking force majeure must communicate the date of cessation of force majeure within 3 calendar days.
- (6) The Parties are obliged to take all measures at their disposal to limit the consequences of force majeure. If the Party invoking force majeure fails to notify the commencement and cessation of force majeure under the prescribed conditions and time limits, it shall bear all damages to the other party for failure to notify.
- (7) The execution of the Contract shall be suspended from the date of occurrence of the force majeure during its period of action, without prejudicing the rights of the parties, but not exceeding December 31<sup>st</sup> 2023.
- (8) If force majeure and / or its effects oblige the suspension of the execution of this Contract for more than 10 calendar days, the parties shall meet within a maximum of 3 calendar days after the conclusion of this period, to agree on how the Contract should be continued, modified or terminated.

#### **Art. 13 – Other provisions**

- (1) If one party, during the implementation period of this Contract, enters the procedure of restructuring/reorganization or insolvency, this situation shall be communicated to the other party by written notification, according to the provisions of art. 3.
- (2) Any irregularity related to the implementation of the bilateral initiative shall be solved accordingly to the provisions of Chapters 12-13 of the EEA Financial Mechanism Regulation 2014-2021 and of GEO 66/2011, as subsequently amended and supplemented.
- (3) All possible disputes that may arise from the implementation of this Contract or related to it and which cannot be cordially resolved will be settled by the competent courts.
- (4) This Contract has been concluded today..... in two originals, one for each party.

**Programme Operator**  
**Project Management Unit**  
**Ministry of Culture**

**Bilateral Initiative Promoter**