

## GRANT AGREEMENT for Mobility Projects in the field of School Education

Education, Scholarships, Apprenticeships and Youth Entrepreneurship  
Programme in Romania

EEA Grants - Financial Mechanism 2014-2021

Agreement Number: XXXX-EY-PMIP-RX-XXXX

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

on behalf of, on one part,

National Agency for Community Programmes in the Field of Education and Vocational Training, public body with legal status, located in Bucharest, Splaiul Independenței nr. 313, Central Library of University Politehnica in Bucharest, building A, 1<sup>st</sup> floor, 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,

Hereinafter referred to as “Project Promoter” or „PP”

Full official name of the project promoter:

Official legal form:

Official legal address:

Fiscal code:

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

Name of the account holder:

Bank name agency/branch (full name):

Bank/branch address:

IBAN code:

BIC (SWIFT) code:

represented for the purposes of signature of this Agreement by \_\_\_\_\_ [function, forename and surname]

taking into account the provisions of:

- Government Emergency Ordinance no. 34/ 2017 concerning the financial management of external non-refundable grants awarded 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** Application Form by which the grant is requested

**Annex II** Applicable Unit Costs

**Annex III** Financial Rules

**Annex IV** Interim/ Final Report Form

**Annex V** Models of agreement to be used by the Project Promoter with the participants which form an integral part of this Agreement.

The annexes are posted on the website: [www.eea4edu.ro](http://www.eea4edu.ro).

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

## ARTICLE 1 – SUBJECT MATTER OF THE AGREEMENT

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

**1.2** By signing this Agreement, the Project Promoter accepts the grant and agrees to implement the Project entitled ....., assuming full responsibility for its implementation. The Project Promoter shall undertake the necessary measures to implement the project as described in Annex I, except for cases of force majeure<sup>1</sup>.

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

**2.1** The Agreement comes into force on the date it is signed by the last of the two parties involved.

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

**2.3** The eligibility period for the expenditures incurred in the frame of this Project starts at the date it comes into force and ends at the date of finalisation of the project implementation.

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

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

<b>Budget chapters</b>	<b>Amount</b>
Organisational support for the sending institution (PP)	
Organisational support for the host institution	
Course fees	
Individual support	
Travel	
Linguistic support	
Special needs support	
<b>TOTAL GRANT</b>	

<sup>1</sup> 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.

**3.2** The Project Promoter shall respect the activities from the application form approved by the Programme Operator. In the case the Project Promoter has to modify the host institutions from Donor States (DS), the PP will send a written request to the PO, motivating the change and attaching the letters of intent with at least 60 calendar days before the start of the mobility.

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

**3.4** All payments to partners will be done by bank transfer.

**3.5** Notwithstanding from Art. 12, from Applicable Unit Costs in Annex II and in the case the project is implemented in accordance with the provisions in Annex I, there is the possibility of adjustment of the grant as stated in Art. 3.1 by transferring funds between the different budget categories, without considering a modification of Agreement, according to Art. 12, provided that the following rules are respected:

- (a) The PP is allowed to transfer up to 100% of the funds initially allocated to organizational support to travel, individual support, course fees and linguistic support;
- (b) The PP is not allowed to transfer from any other budget categories to the organizational support received;
- (c) The PP is allowed to transfer up to 50% of the funds initially allocated to travel, individual support, course fees and linguistic support among these 4 budget categories;
- (d) The PP is allowed to transfer from any budget category to special needs support even if initially no funds were allocated for this category, according to 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** The Project Promoter will take any necessary measures to avoid any possible conflict of interest as it is described in Art. 7.5 (paragraph 1) from the Regulation on the implementation of the EEA Financial Mechanism 2014 – 2021.

**3.8** The Project Promoter commits to conclude letters of intent with all the host institutions using the standard form available on: [www.eea4edu.ro](http://www.eea4edu.ro). These documents will be scanned and sent via email to the PO at the following address: [proiecte\\_SE@eea4edu.ro](mailto:proiecte_SE@eea4edu.ro), 30 calendar days before starting the mobility. Otherwise, the PO shall reserve the right to consider the mobility as ineligible.

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

The following reporting and payment provisions apply:

### **4.1 Payments during the Agreement duration**

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

- The advance payment (pre-financing)
- The final payment (upon request specified in the Final Report, according to Art. 4.4)

#### **4.2 The advance payment (pre-financing)**

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

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

#### **4.3 Interim report (for projects with a duration > 12 months)**

Until ....., (half of the project implementation period + 60 calendar days) the Project Promoter shall submit an Interim Report to the PO at the following email address: [proiecte\\_SE@eea4edu.ro](mailto:proiecte_SE@eea4edu.ro) using the form available on [www.eea4edu.ro](http://www.eea4edu.ro). The Interim Report shall cover the period from the beginning of the project implementation, specified in Art. 2.2, until ..... (half of the project implementation period).

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

#### **4.4 Final Report and the request for the final payment**

Until ....., (within 60 calendar days from the finalisation of the project implementation period), the Project Promoter shall fill in the Final Report concerning the project implementation using the form available on [www.eea4edu.ro](http://www.eea4edu.ro). This report shall contain the necessary information to justify the requested amount based on unit costs, if the grant takes the form of unit costs or of real eligible costs, according to the provisions of the Annex III.

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

The final report will be considered the Project Promoter's request for the final payment. The Final Report and its annexes shall be submitted to the following email address: [proiecte\\_SE@eea4edu.ro](mailto:proiecte_SE@eea4edu.ro).

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.**

All documents attesting a payment (contracts, invoices, payment documents etc.) will have the following text written on each of them: "**Paid from the EEA mobility agreement no. ....., financed from EEA Grants 2014-2021**".

In addition, for each type of costs approved in the Agreement, the following scanned documents will be attached to the final report:

a) Project Promoter will submit to the PO the Final Report and the annexed documents for each participant financed through the Agreement:

1. The **Certificate of attendance** from the host institution/organization, signed and stamped (if applicable) by its legal representative, mentioning the name of the programme, the name of the participant, the objectives of mobility and certifying the mobility period (start date and end date). If the Project Promoter request additional subsistence costs for maximum 2 travel days, he will attach to the Final Report, the boarding-passes or the tickets which certify the travel days.
2. The **Individual Final Report** on the activity undertaken during the mobility period.
3. The **Participants' Own Responsibility Declaration** concerning the possible use of funds from other sources and concerning the avoidance of double funding.
4. The **Europass Mobility Document** which comprise the abilities and competencies accumulated by the participant during the mobility.

5. For **Linguistic support**:

- where the person took part in a language course: the proof of participation in the language course, in the form of a signed and stamped (if applicable) statement given by the course provider. The statement will specify: the name of the participant, the foreign language of the course taken, the format and the duration of the language course provided;

- where course materials were purchased: the invoice for purchasing the course materials, specifying the language in question, the name and address of the organisation issuing the invoice, the amount and the currency, and the date of issuing the invoice;

- where the linguistic support is provided directly by the PP: a statement issued, signed and stamped (if applicable) by the PP legal representative and the participant, specifying the name of the participant, the foreign language of the course taken, the format and duration of the language course provided.

b) Where **support for special needs (real costs)** is required, the reimbursement of travel costs/subsistence will be made based on justifying documents provided by the participants included in this category: invoices specifying the name and address of the organization issuing the invoice, the amount and the currency, the date of issuing the invoice and justifying documents regarding the special need.

c) **Support for Organizing the Mobilities** – the costs will be covered using lump-sums based on the real number of participants, according to the unit scales set out in Annex II.

In addition to the documents mentioned at point a) and b), the PP will attach in the Final Report the statements of account for the payments of the host institutions' organization grants/course fees to the host institutions from Donor States.

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

The PO has 90 calendar days to approve or to 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 transfer to the PP the balance or to initiate the recovery procedures by issuing a debit note. The balance will be transferred to the Project Promoter in Euro.

This period can be extended if the PO requires additional documents or information from the Project Promoter. In such cases, the Project Promoter will have maximum 15 calendar days to send the required information and documents. In justified cases, this period may be extended until 30 calendar days.

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 and cancellation procedures will be started.

From the date when the PO has communicated the final grant, the PP has 30 calendar days 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 is obliged to provide a substantiated reply within 30 calendar days from the date of receiving the PP's request.

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

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

#### **4.5 Accounting reconciliation with PO**

Accounting reconciliation with PO will be made according to Art. 17, paragraph 10 from Government Urgency Ordinance (GUO) No. 34/ 2017, regarding the financial management of EEA and Norway Financial Mechanism 2014 – 2021.

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

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

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

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

Any conversion into Euro of costs incurred in other currencies will be made by the PP at the exchange rate established by its bank, on the date of the exchange.

#### **4.8 The currency of payments**

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

#### **4.9 Date of payment**

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

#### **4.10 Costs of payment transfers**

Costs of the bank transfers are supported as follows:

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

### **ARTICLE 5 – BANKING ACCOUNT FOR PAYMENTS**

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

### **ARTICLE 6 – DATA OPERATOR AND COMMUNICATION OF DETAILS TO THE PARTIES CONCERNED**

#### **6.1 Data Operator**

The entity acting as data operator will be the Programme Operator. ANPCDEFP (PO) is a personal data operator, 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 by the PO in accordance with the Regulation (EC) No. 45/2001 and the Regulation (EU) 2016/679 only in relation to the implementation and follow-up of this agreement, 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 Promoter is entitled to accessing and correcting their own personal data. For this purpose, the PP may request PO to offer clarifications regarding the personal data processing.

#### **6.2 Contact details of the PO**

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

National Agency for Community Programs in the Field of Vocational Education and Training – ANPCDEFP



Splaiul Independenței nr. 313, Central Library of "Politehnica" University Bucharest, 1<sup>st</sup> floor, Sector 6, 060042, Bucharest, Romania  
E-mail address: [proiecte\\_SE@eea4edu.ro](mailto:proiecte_SE@eea4edu.ro)

### **6.3 Contact details of the Project Promoter**

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

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

### **ARTICLE 7 – PROTECTION AND INSURANCE OF PARTICIPANTS**

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

### **ARTICLE 8 – PUBLICITY**

The Project Promoter will mention the financial support received through EEA 2014-2021 Grants under the Education, Scholarship, Apprenticeship and Youth Entrepreneurship Program in any document published or disseminated, in any product or material made with this financial support, in any statement or interview offered, referring to the grant in question. The Promoter will also mention that the content of those publications, statements, or interviews is the sole responsibility of the author, and that the Program Operator, the Ministry of European Funds (MFE) and the Financial Mechanism Office (FMO) are not responsible for the way in which the information's content will be used.

The Project Promoter will 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 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>2</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 intermediary/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 organisation of mobilities' grant.

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<sup>2</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)

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

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

On the implementation period, the Project Promoter will report as soon as possible to the Programme Operator any cases regarding the irregularities set out in OUG 66/2011 regarding prevention, finding and applying penalties to irregularities

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

## **ARTICLE 10 – LIABILITY**

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

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

## **ARTICLE 11 – THE APPLICABLE LAW AND COMPETENT LEGAL INSTANCE**

The grant is governed by the provisions of this agreement, the applicable EEA Financial Mechanism 2014-2021 and the applicable regulations in Romania. The present agreement shall be considered pertaining to civil law regulations. The present agreement shall be considered pertaining to civil law regulations. In case of dispute, the Programme Operator 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 as object or effect a significant change in the agreement that may render the grant award decision or the principle of equal treatment of the grant applicants violated.
- 12.3 If the Project Promoter request an amendment, it must be sent in writing, in due time, to the Programme Operator, before it taking force and in no case later than one month before the project finalisation, except in cases duly justified by the Project Promoter and accepted by the Programme Operator.

## **ARTICLE 13 – TERMINATION OF THE AGREEMENT**

### **13.1 Termination by the Project Promoter**

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

### **13.2 Termination by the PO**

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

- a) in case of a change in legal, financial, technical, organisational or ownership situation of the Project Promoter that might significantly affect the agreement or that would call into question the decision to award the grant;

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

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

### **13.3 Termination procedure**

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

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

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

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

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

### **13.4 Termination effects**

In the event of termination, payments made 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 has 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 final 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, 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**

According to the documents specified in Annex V, the PP shall transfer the financial support for the budgetary categories: transport / individual support in totality to participants in mobility activities, by applying scales for unit costs as specified in Annex II.

Where course fees/ organizational support (for job shadowing, study visits, seminars) are required, the PP will pay these amounts to the host institution by bank transfer.

In exceptional cases, the PP can provide transportation, accommodation, meals and courses attendance to participants. In this case, the PP will ensure that the provision of transport/ subsistence/ courses will meet the required quality and safety standards.

The PP can combine the two options set out above, as far as it ensures a fair and equal treatment of all participants. In this case, the conditions for each option will apply to the budget categories to which that option applies.

## **ARTICLE 15 – EUROPASS MOBILITY DOCUMENT**

The PP shall ensure that the host organizations will evaluate the learning outcomes gained by the participants involved in the project and has the obligation, together with the host organizations, to grant the Europass Mobility Document to each participant at the end of the mobility.

## **ARTICLE 16 – GENERAL ADMINISTRATIVE PROVISIONS**

**16.1** 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. The 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.

**16.2** For the amounts payed in advance and not properly justified, according to Art. 8 paragraph (2) of the Methodological Norms for the application of the provisions of Government Urgency Ordinance (GUO) No. 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 GUO No. 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 Urgency Ordinance No. 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.

## **ARTICLE 17 – OTHER PROVISIONS**

**17.1** The Project Promoter complies with the requirements set out in the 2018 Call for Proposals and the 2018 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.

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

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

## SIGNATURES

For the PP		For the PO	
[name/surname/position]		[name/surname/position]	
[signature and stamp]		Monica CALOTĂ, Director	
Concluded in [place],	[date]	Concluded in Bucharest,	[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, Annex II, Annex III, Annex IV, Annex V, including specifically:

(a<sup>1</sup>) the provisions of the Agreement - the provisions of sub-item 1.2. from Article 1 "Subject matter of the agreement"; sub-item 3.2, sub-item 3.5, sub-item 3.6, sub-item 3.8 from Article 3 "Maximum Amount and the Form of the Grant"; sub-item 4.3, sub-item 4.4, sub-item 4.5, sub-item 4.8, sub-item 4.10 from Article 4 "Provisions Concerning Reporting and Payments"; Article 7 "Protection and Safety of Participants"; Article 8 "Advertising"; Article 9 "Monitoring, Evaluation and Control", Article 10. "Liability"; Article 11 "Applicable Law and Competent Court", Article 13 "Termination of the Agreement", Article 16 "General Administrative Provisions"; Article 17 "Other Provisions";

(b1) the provisions of Annex III "School Education Projects 2018- Financial and Contractual Rules": provisions of point I.1. "Conditions for the eligibility of unit-based contributions", of point II.1 "Conditions for reimbursement of real costs" of point III. "Eligibility conditions for project activities", of point IV. "Ineligible costs", of point V. "Terms and conditions for reduction of the grant due to defective, partial or late implementation" and of point VI. "Grant modifications".

(c1) the provisions of Annex V "Financial Agreement for the mobility of educational experts in School Education" with its annexes: the provisions of point 1.3 of art. 1 "Object of the Agreement", of point 3.5. from art. 3 "Financial support", of art. 5 "Double Funding" and of Art. 6 "Applicable law and competent instance"; of Annex I - General conditions: the

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provisions of art. 1. "Civil liability", of art. 2 "Termination of the agreement", art. 4 "Control and audit".

For the PP

[name/surname/position]

[signature and stamp]

Concluded in [place], [date]