

**EEA Financial Mechanisms 2009 – 2014**

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**PA16/RO12 - Conservation and Revitalisation of Cultural and Natural Heritage  
Fund for Bilateral Relations  
Measure A: Partnership Development/Building  
Call for applications 2014**

**Grant Contract**

**on**

**the implementation of the bilateral partnership action**

**between**

**Project Management Unit – Ministry of Culture**

**and**

.....

**The Project Management Unit – Ministry of Culture**, with the headquarters in ....., phone: ....., fax number: ....., tax code ....., legally represented by ..... and ....., **as Programme Operator**, at one part,

and

..... with the headquarters ....., tax code ....., legally represented by ....., as ....., identified with ....., CNP ....., **as Beneficiary** 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 partnership action no. .... entitled: ....., hereinafter the partnership action.

(2) The Grant referred to in paragraph above is awarded under the scheme for strengthening bilateral relations measure A: Partnership Development/Building, within PA 16/RO 12 “*Conservation and Revitalisation of Cultural and Natural Heritage*”, under EEA Financial Mechanism 2009-2014.

(3) The Beneficiary will receive the grant under the terms and conditions agreed upon by the parties in this Contract and its annexes, which the Beneficiary hereby declares to know and accept.

(4) The Application Form submitted by the Beneficiary and approved following 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 upon its signature by the parties and shall be executed no later than 25 April 2014.

### **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: [office@fonduri-patrimoniu.ro](mailto:office@fonduri-patrimoniu.ro).

(2) If the communication / notification is sent by post or courier, it shall be transmitted by registered letter with acknowledgment of receipt and it is considered received by the addressee on the date of the post office / courier on the confirmation receipt.

(3) If the communication / notification is sent via email, it shall be sent as a scanned document signed and stamped.

(4) Verbal communications / notifications are not taken into consideration by any of the parties unless they are confirmed by one of the methods described above.

(5) 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 partnership action is ....lei/euro, equivalent of....lei/euro, calculated at InforEuro exchange rate valid at the date of signing the contract.

(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.

#### **Art. 5 - Payments**

(1) Payments shall be made in EUR into the following bank account :

Account no.....

Account owner.....

Name and address of the bank.....

(2) The integral payment of the eligible expenditures shall be made after completion of the partnership action and is subject to approval of the Payment request together with Final report and supporting documents, filled in and submitted by the Beneficiary, according to the template provided in the Applicant's Guide.

(3) By exception to paragraph (2), Romanian central public authorities can receive advance payment, under the law in force.

(4) The term of payment is 30 days after the approval of the Payment request together with Final report and supporting documents.

#### **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 2009 – 2014.

(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 2009 -

2014, with respect to the legal provisions on transparency, access to information and personal data protection.

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

- (1) Beneficiary assigns to the Programme Operator non-exclusive rights to use all the materials created or produced within the partnership action.
- (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 entire period when the Programme website is maintained/operated.
- (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 partnership action, the Beneficiary 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 the Beneficiary**

- (1) Beneficiary is fully liable for the implementation of the activities described in the Application form in accordance with the responsibilities undertaken under this Contract.
- (2) Beneficiary 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.
- (3) Beneficiary is obliged to fill in and submit the Payment request (according to the template provided in the Applicant's Guide) together with the Final report (according to the template provided in the Applicant's Guide) and the supporting documents as proof of expenditures, the materials produced /drafted during the partnership action - if applicable, within 15 days after the completion of the partnership action.
- (4) Beneficiary 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 national relevant legislation.

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

- (1) Programme Operator shall verify all the documents specified in article 8 paragraph (3), submitted by the Beneficiary.
- (2) Programme Operator shall reimburse only the amount resulted after the verification of the validity, truthfulness, correctness and accuracy of the supporting documents.

(3) Programme Operator is authorized to take all the actions it may consider necessary in order to verify, at Beneficiary level, whether the partnership action was implemented in accordance with this Contract.

(4) Programme Operator reserves the right, in case of suspected violation of provisions of the Contract by beneficiary, to suspend immediately the payment of funds, up to the moment when the suspicion is refuted (i.e. to the point where the grant Beneficiary shall submit evidence to rebut the suspicion and the evidence will be recognized by the Programme Operator).

(5) Programme Operator may terminate the contract where it is found that the objectives of the bilateral partnership action were not met.

#### **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 and the legal framework of the EEA Financial Mechanism 2009 - 2014.

(2) If there are any inconsistencies or differences between the provisions of this Contract, the national legislation in force or the EEA Regulation, the latter shall prevail.

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

(1) Any amendment of the provisions of this Contract shall be done by an addendum, concluded through the consent of the parties.

(2) Any change to this Contract shall be valid only if agreed by all parties and duly signed.

(3) All possible disputes that may arise from the implementation of this Contract or related to it and which cannot be amicably resolved will be settled by the competent courts.

#### **Art. 12- Other provisions**

(1) If one party, during the implementation period of this Contract, enters the procedure of restructuring or insolvency, this situation shall be communicated to the other party by written notification, with acknowledgement of receipt, according to the provisions of art. 3.

(2) This Contract has been concluded today..... in two originals, one for each party.

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

**Beneficiary**