

GRANT CONTRACT

Active Citizens Fund Romania Programme part of EEA and Norway Grants 2014-2021

[RO2020/...]

[The official name of the organization representing the Fund Operator], based in [full official address], having the fiscal identification code [...], represented by [name, function], in its capacity as Fund Operator of Active Citizens Fund Romania, hereinafter referred to as **Operator**

on the one hand,

and

[The official name of the organization], based in [full official address], having the fiscal identification code, represented by, as the project promoter, hereinafter referred to as the **Promoter**

on the other hand,

have agreed to conclude this Grant Contract, hereinafter referred to as the Contract, under the following conditions:

Article 1 – Object of the Contract

- 1.1. The object of this contract is the granting, within the Active Citizens Fund Romania Programme, of a non-reimbursable funding to the Promoter by the Operator, exclusively for the implementation of the project entitled: [redacted] (hereinafter referred to as "Project"), contained in Annex 1. [registration number from the application platform].
- 1.2. The Promoter accepts the funding and undertakes to implement the Project on its own responsibility and in accordance with the terms and conditions of this Contract, together with its annexes, being solely responsible for its implementation, for legality of all acts, facts and activities involved in the Project, and for any damage that may occur to any natural or legal person as a result of the execution of this Contract, or as a result of the way any kind of activities that are part of or related to the Project are implemented.
- 1.3. The Promoter confirms and warrants that on the date of submitting the Application Form and on the date of signing this contract, as well as throughout its implementation has met, meets and will meet all the eligibility criteria to receive the non-reimbursable funding (assumed by the signed Declaration of Eligibility, which is part of the documents contained in Annex 1 to this Contract).

Article 2 – Duration of the contract, the implementation period of the Project and the period of eligibility of costs

- 2.1. This Contract shall begin to produce effects on the date of its signature by the last of the two parties and shall be terminated at the latest at the time of the final payment to the Promoter or, as the case may be, after recovering from the Promoter the amounts of the grant to be reimbursed, based on the Operator's verification of the final technical and financial report.
- 2.2. The implementation period of the Project is of ... months and ... days [if applicable]. The implementation of the Project will start on and will end on
- 2.3. The period of eligibility of costs coincides with the implementation period of the Project.
- 2.4. This Contract continues to produce effects after the implementation period of the Project and ceases at the expiration of the term of fulfillment of all contractual obligations, including, but not limited to the obligations provided by art. 17.

Article 3 – Project Financing

- 3.1. The total estimated eligible cost of the Project is **..... Euro**, as mentioned in Annex 2 – Budget.
- 3.2. The maximum value of the non-reimbursable funding that will be paid to the Promoter is **..... Euro**, the equivalent of **.....%** of the total estimated eligible cost of the Project, mentioned in art. 3.1.
- 3.3. The percentage of indirect costs is a **maximum ...%** of the total eligible direct expenses with the salaried personnel assigned to the project (excluding volunteers), as mentioned in Annex 2 - Budget and will not be increased during the implementation period of the Project, but the amount it represents can be adjusted, according to art. 13.
- 3.4. If the Promoter participates with its own funds complementary to the non-reimbursable funding for the project (co-financing), the inability to cover the funds indicated in the budget does not attract any additional responsibility from the Operator, including the absence of an obligation to increase the non-reimbursable funding.
- 3.5. The project can not be co-financed from other EEA and Norway Grants programmes, European funds or from the budget of the European Union or other types of in-kind contributions (goods, services).

Article 4 – Payments, currency and bank accounts dedicated to the project

4.1. The Payments will be made to the Promoter as follows:

[for projects of up to 6 months, exclusive]

- 4.1.1. An advance payment representing 80% of the amount of the non-reimbursable funding, **respectively Euro**, will be made within a maximum of 10 working days from signing the funding contract and from the start date of the project's implementation period as well as after the submission of a payment claim from the Promoter in the format provided by the Operator (Annex 4);
- 4.1.2. A final payment representing up to 20% of the value of the grant, respectively up to **.... Euro** (but not more than the value representing the balance calculated as a result of the evaluation of the final technical and financial report) will be made based on the following documents:
 - a) the payment claim from the Promoter, in the format provided by the Operator (Annex 4);
 - b) the final technical and financial report of the project, verified and approved by the Operator.
- 4.1.3. For the purposes of this contract, the balance calculated as a result of the evaluation of the final technical and financial report means the difference resulting from the deduction from the total eligible expenses from the grant accepted by the Operator following the approval of the final report of the total amount of payments made to the Promoter until the approval of the final report.

[for projects of 6 months and up to 12 months inclusive]

- 4.1.1. An advance payment representing 40% of the value of the non-reimbursable funding, **respectively Euro**, will be made within 10 working days from signing the funding contract and from the start date of the project's implementation period, as well as after the submission of a payment claim in the format provided by the Operator (Annex 4)
- 4.1.2. An **interim payment** representing 50% of the value of the non-reimbursable funding, **respectively Euro**, will be made based on the following documents:
 - a) the payment claim from the Promoter, in the format provided by the Operator (Annex 4);
 - b) the interim technical and financial report of the project, verified and approved by the Operator
- 4.1.3. A **final payment** representing up to 10% of the value of the grant (but not more than the value representing the balance calculated as a result of the evaluation of the final technical and financial report) will be made based on the following documents:
 - a) the payment claim from the Promoter, in the format provided by the Operator (Annex 4);
 - b) the final technical and financial report of the project, verified and approved by the Operator.
- 4.1.4. For the purposes of this Contract, the balance calculated as a result of the evaluation of the final technical and financial report means the difference resulting from the deduction - from the total eligible expenses from the grant accepted by the Operator following the approval of the final report - of the total amount of payments made to the Promoter until the approval of the final report.

[for projects of over 12 months and up to 20 months inclusive]

4.1.1. An **advance payment** representing 30% of the value of the non-reimbursable funding, **respectively Euro**, will be made within 10 working days from signing the funding contract and from the start date of the project's implementation period, as well as after the submission of a payment claim in the format provided by the Operator (Annex 4)

4.1.2 Two **interim payments** each representing 30% of the value of the non-reimbursable funding, **respectively Euro**, will be made based on the following documents:

- a) the payment claim from the Promoter, in the format provided by the Operator (Annex 4);
- b) the interim technical and financial report of the project, verified and approved by the Operator

4.1.3 A **final payment** representing up to 10% of the value of the grant (but not more than the value representing the balance calculated as a result of the evaluation of the final technical and financial report) will be made based on the following documents:

- a) the payment claim from the Promoter, in the format provided by the Operator (Annex 4);
- b) the final technical and financial report of the project, verified and approved by the Operator.

4.1.4 For the purposes of this Contract, the balance calculated as a result of the evaluation of the final technical and financial report means the difference resulting from the deduction - from the total eligible expenses from the grant accepted by the Operator following the approval of the final report - of the total amount of payments made to the Promoter until the approval of the final report.

[for projects of over 20 months and up to 29 months inclusive]

4.1.1. An **advance payment** representing 30% of the value of the non-reimbursable funding, **respectively Euro**, will be made within 10 working days from signing the funding contract and from the start date of the project's implementation period, as well as after the submission of a payment claim in the format provided by the Operator (Annex 4)

4.1.2 Three **interim payments** each representing 20% of the value of the non-reimbursable funding, **respectively Euro**, will be made based on the following documents:

- a) the payment claim from the Promoter, in the format provided by the Operator (Annex 4);
- b) the interim technical and financial report of the project, verified and approved by the Operator

4.1.3 A **final payment** representing up to 10% of the value of the grant (but not more than the value representing the balance calculated as a result of the evaluation of the final technical and financial report) will be made based on the following documents:

- a) the payment claim from the Promoter, in the format provided by the Operator (Annex 4);
- b) the final technical and financial report of the project, verified and approved by the Operator.

4.1.4 For the purposes of this Contract, the balance calculated as a result of the evaluation of the final technical and financial report means the difference resulting from the deduction - from the total eligible expenses from the grant accepted by the Operator following the approval of the final report - of the total amount of payments made to the Promoter until the approval of the final report.

[for projects of over 29 months and up to 36 months inclusive]

4.1.1. An **advance payment** representing 30% of the value of the non-reimbursable funding, **respectively Euro**, will be made within 10 working days from signing the funding contract and from the start date of the project's implementation period, as well as after the submission of a payment claim in the format provided by the Operator (Annex 4)

4.1.2 Four **interim payments** each representing 15% of the value of the non-reimbursable funding, **respectively Euro**, will be made based on the following documents:

- a) the payment claim from the Promoter, in the format provided by the Operator (Annex 4);
- b) the interim technical and financial report of the project, verified and approved by the Operator

4.1.3 A **final payment** representing up to 10% of the value of the grant (but not more than the value representing the balance calculated as a result of the evaluation of the final technical and financial report) will be made based on the following documents:

- 1) the payment claim from the Promoter, in the format provided by the Operator (Annex 4);
- 2) the final technical and financial report of the project, verified and approved by the Operator.

4.1.4 For the purposes of this Contract, the balance calculated as a result of the evaluation of the final technical and financial report means the difference resulting from the deduction - from the total eligible expenses from the grant accepted by the Operator following the approval of the final report - of the total amount of payments made to the Promoter until the approval of the final report.

- 4.2. If the Project will be assessed as a high risk for the Programme, the Operator may take a justified decision to change the payment scheme (reduction of interim payments both in terms of amount and frequency or, exceptionally, the application of a system without pre-financing based on which the Operator reimburses the Promoter with the amounts advanced by the Promoter and/or partner only after the evaluation and approval of the expenses from the submitted financial reports).
- 4.3. Payments will be made by the Operator, in Euro, from the account provided by the Financial Mechanism Office, to the Promoter, in the Euro bank account, dedicated exclusively to the project.
- 4.4. The Promoter has the obligation to make available to the Project two accounts dedicated exclusively for it as follows: an account in foreign currency (Euro) in which it will receive the non-reimbursable funding from the Operator, and an account in national currency (RON) in which it will transfer the equivalent value in national currency of the non-reimbursable funding and from which it will make the expenses, in national currency, related to the Project.
- 4.5. In the case of projects implemented in partnership, each Romanian project partner, which manages an amount of the grant (regardless of the value of this amount) has the obligation to secure an Euro account dedicated exclusively for the project, in which it will receive the non-reimbursable funding by transfer from the Promoter, and an account dedicated exclusively for the project in the national currency (RON) in which it will transfer the equivalent value in the national currency of the non-reimbursable funding and from which it will make the expenses related to the Project, on the Romanian territory.
- 4.6. In the case of projects implemented in partnership, each foreign partner that manages an amount of the non-reimbursable funding (regardless of the value of this amount) can secure an account in Euro, in which it will receive the non-reimbursable funding by transfer from the Promoter and an account in national currency from which it will make the payments for the Project.
- 4.7. All the payments related to the Project will be made by the Promoter and/or the Romanian partners from the account in RON or Euro (as the case may be), dedicated exclusively for the Project.
- 4.8. From the rule from art. 4.7 there are only two exceptions that the Operator can accept:
- a) payments in a currency other than Euro, in the case of the purchase of goods and services from abroad that may be made from another account corresponding to the currency in which their payment is made. In this situation, only the exact amounts needed for making these payments will be transferred from the Project accounts to these other accounts.
 - b) common payments (salaries, except for those of the personnel employed 100% on the Project, utilities such as water, gas, electricity for which the invoice is issued for the entire activity of the organization and the like), if the Promoter and/or the partners decide to use the general account of the organization.
- 4.9. In the case of the two exceptions provided in art. 4.8, bank fees related to payments from accounts other than the accounts dedicated exclusively for the Project are not eligible.
- 4.10. The Promoter and the Romanian partners have the obligation to make the transfers between accounts, related to the common payments or to the payments in foreign currency made according to art. 4.8 from accounts other than the accounts dedicated exclusively for the Project, until the end of the month following the month in which the payments were made, or at the latest by the time of submitting the financial report for the reporting period.
- 4.11. If applicable, the cash co-financing is transferred to the accounts dedicated exclusively for the Project, as it is used to make payments related to the Project.
- 4.12. The bank data of the accounts through which the operations related to the Project will be carried out, except for those from art. 4.8, are:

For the Operator :

<p>Account holder name: EFTA FMO IBAN Code: BE86 3631 8620 2250 Account currency: EURO Bank, branch: ING Belgium SA/NV Bank/branch address: Avenue Marnix 24, B-1000 Brussels SWIFT Code: BBRUBEBB</p>

For the Promotor (accounts dedicated exclusively for the Project):

Account holder name: _____	Account holder name: _____
IBAN Code: _____	IBAN Code: _____
Account currency: EURO	Account currency: RON
Bank, branch: _____	Bank, branch: _____
Bank/branch address: _____	Bank/branch address: _____
SWIFT Code: _____	

For Partner (accounts dedicated exclusively for the Project):

Account holder name: _____	Account holder name: _____
IBAN Code: _____	IBAN Code: _____
Account currency: EURO	Account currency: RON
Bank, branch: _____	Bank, branch: _____
Bank/branch address: _____	Bank/branch address: _____
SWIFT Code: _____	

Article 5 - General principles on the eligibility of expenditures

- 5.1.** Eligible expenditures of the Project are those incurred by the Promoter and/or the partner(s) and meet the following criteria:
- a) They are incurred between the first and final dates of the eligibility period of the Project, as specified in the Grant Contract;
 - b) They are connected with the object of the Grant Contract and are included in the detailed budget of the project;
 - c) They are proportionate and necessary for the implementation of the Project;
 - d) They are used for the sole purpose of achieving the objectives of the Project and its expected outcomes, in a manner consistent with the principles of economy, efficiency and effectiveness;
 - e) They are identifiable and verifiable, in particular by their registration in the accounting records of the Promoter and/or partners and by their determination according to the applicable accounting standards and generally accepted accounting principles; and
 - f) They comply with the requirements of tax and social legislation, including, but not limited to applicable labor law.
- 5.2.** Expenditures are considered to have been incurred when the costs have been invoiced, paid and the goods, services or works received. Exceptionally, the expenditures in respect of which an invoice has been issued in the final month of implementation of the Project are considered eligible if they are paid within 30 days from the last day of the cost eligibility period as it is mentioned in art. 2.3. Overheads and depreciation of equipment are considered to have been incurred when they are recorded on the accounts of the Promoter and/or partner.
- 5.3.** The internal accounting and auditing procedures must permit direct reconciliation of the expenditures and revenue declared in the analytical accounting, respectively by cost centers of the project with the amounts reported in the accounting statements on the Project and with the supporting documents.

Article 6 – Eligible direct expenditures for the project

- 6.1.** The eligible direct expenditures for a project are those expenditures which are identified by the project promoter and/or the project partner, in accordance with their accounting principles and usual internal rules, as specific expenditures directly linked to the implementation of the project and which can therefore be booked directly in the analytical accounting, respectively on the cost center of the project. The following types of direct expenditures are eligible:

- a) The cost of personnel assigned to the project, comprising actual remuneration including social security charges and other statutory costs as applicable, provided that this corresponds to the project promoter's and project partner's usual policy on remuneration;
 - b) Travel and subsistence allowances for personnel and volunteers taking part in the project, provided that they are in line with the project promoter's and project partner's usual practices on travel costs, and/or with the applicable legal provisions, as appropriate;
 - c) Cost of new or second hand equipment provided that it is depreciated in accordance with generally accepted accounting principles applicable to the project Promoter and/or partner and generally accepted for items of the same kind. Only the portion of the depreciation corresponding to the duration of the Project and the rate of actual use for the purposes of the project may be taken into account by the Operator. In case the Operator determines that the equipment is an integral and necessary component for achieving the outcomes of the Project, the entire purchase price of that equipment may be eligible;
 - d) Costs of consumables and supplies, provided that they are identifiable and assigned to the Project;
 - e) Costs entailed by other contracts awarded by the Promoter, respectively the partner/s, for the purposes of carrying out the Project, provided that the awarding complies with the applicable rules on public procurement provided in Annex 6 – Rules on procurement; and
 - f) Costs arising directly from requirements imposed by the Grant Contract for the Project.
- 6.2.** Costs related to construction, reconstruction, renovation, or refurbishment of a real estate shall not exceed 50% of the eligible direct cost of the project. In this case, the Promoter, respectively the partners, must have the right of ownership or use over the respective real estate (land and/or building) for the entire period of project implementation, as well as 3 (three) years after its completion. The construction must be insured for the same period for all risks, respectively the implementation period of the project and 3 (three) years after its completion and be used for the benefit of the project objectives throughout this period. The land on which the construction is carried out must be free from any encumbrances and must not be the subject of litigation or claims under special laws or common law.
- 6.3.** Where the entire purchase price of equipment is eligible in accordance with point (c) of art. 6.1, the Promoter and/or partners shall ensure that:
- a) Keeps the equipment in its ownership for a period of at least 5 (five) years following the completion of the Project and continues to use the equipment for the benefit of the overall objectives of the project for the same period;
 - b) Keeps the equipment properly insured against losses such as fire, theft or other normally insurable incidents both during project implementation and for at least 5 (five) years following the completion of the Project; and
 - c) Sets aside appropriate resources for the maintenance of the equipment for at least 5 (five) years following the completion of the Project.
- 6.4.** The specific means for the implementation of the obligations provided by art. 6.2 and 6.3 and which apply for a period of at least 5 (five) years after the completion of the project, are:
- a) The obligation of the promoter and/or partners to send annually to the Operator, after carrying out the general inventory of the patrimony on the occasion of closing the financial year, a:
 - i) Balance of fixed assets per project accompanied by the register of fixed assets showing the existence in the patrimony of the organization of depreciable equipment purchased within the project and for which the entire acquisition cost was eligible.
 - ii) Report on the results of the inventory of the patrimony showing that the equipment purchased within the project and for which the entire acquisition cost was eligible, is in good working order and is kept in appropriate conditions.
 - iii) Declaration on own responsibility of the legal representative of the Promoter and/or partner showing that the depreciable equipment purchased within the project and for which the entire acquisition cost was eligible continues to be used for the same purpose for which it was purchased.
 - b) The obligation of the Promoter to send annually to the Operator a copy of the renewed insurance against damages such as fire, theft or other incidents that can be insured normally, related to depreciable equipment purchased within the project and for which the entire acquisition cost was

eligible or a copy of the initial insurance accompanied by a declaration on its own responsibility that it has been maintained, if the insurance is taken out for more than one year and is valid.

- c) The possibility for the Operator to carry out on-site visits at any time, during the 5 (five) years, to verify the use and storage conditions of the equipment.

Article 7 – Indirect costs

- 7.1. Indirect costs are all eligible costs that cannot be identified by the Promoter and/or the project partners as being directly attributed to the Project but which can be identified and justified by its accounting system as being incurred in direct relationship with the eligible direct costs attributed to the Project. This category of costs may not include any eligible direct costs.
- 7.2. The promoter and/or partners must be able to demonstrate that they have complied with the principle of proportionality in the distribution of indirect costs, respectively that the percentage of indirect costs of the project is a fair apportionment of the overall overheads of each of them. In this sense, the Promoter and/or the Partners must take into account the fact that supporting documents related to indirect expenses (invoices, receipts, etc.) in proportion of 100% of the value of each document cannot be allocated to the project.
- 7.3. Throughout the implementation of the Project, the Promoter and/or partners must have a methodology based on which to define the appropriate calculation formula for the distribution of indirect costs within the project, as well as the percentage resulting from the application of the calculation formula. The formulas that can be applied to demonstrate reasonable apportionment can be:
 - a) the number of hours worked on the project compared to the total number of hours worked in the organization;
 - b) the area used by the persons involved in the Project in relation to the total area used by the organization.
- 7.4. If there are indirect costs that cannot be allocated using one of the formulas mentioned in art. 7.3, the Promoter and/or partners may use another appropriate formula for a correct apportionment, established by the indirect cost apportionment methodology prior to its use.
- 7.5. The operator can request the documents related to the indirect costs, including accounting supporting documents.
- 7.6. Any change in the budget can not lead to an increase in the percentage of indirect expenditure approved in the initial budget attached to this Grant Contract. The basis for calculating the percentage of indirect costs mentioned in the budget is the total eligible direct costs with the personnel assigned to the project (excluding volunteers).
- 7.7. In case of foreign project partners as well as in the case of partners that are international organizations, or bodies or agencies thereof, indirect costs may be identified in accordance with the relevant rules established by those organizations.

Article 8 – Excluded costs

- 8.1. The following costs shall not be considered eligible:
 - a) Interest on debt, debt service charges and late payment charges;
 - b) Charges for financial transactions and other purely financial costs, except costs related to accounts dedicated to the Project and those related to financial services imposed by the Grant Contract;
 - c) Costs related to purchase of land or real estate;
 - d) Provisions for losses or potential future liabilities;
 - e) Exchange losses;
 - f) Recoverable VAT;
 - g) Costs that are covered by other sources;
 - h) Fines, penalties and costs of litigation, except where litigation is an integral component of the Project's activities;
 - i) Excessive or reckless expenditure; and
 - j) Costs that are not supported by supporting documents.

Article 9 – Project accounting

- 9.1. The Promoter and/or partners must keep an analytical accounting record of the project, using separate analytical accounts and/or a separate cost center, to reflect in the accounting all the operations related to the execution of the Grant Contract, in accordance with legal provisions.
- 9.2. The Promoter and/or partners must be able to provide, from their own accounting, the project verification balance and the project (accounting) journal/logbook to allow direct reconciliation of expenses and income declared in connection with the execution of the Grant Contract with project analytical accounting and supporting documents.
- 9.3. The accounting entries must provide precise details of any income obtained from the execution of this Grant Contract, including the interest coming from the funds paid by the Operator.
- 9.4. Expenditures recorded in the analytical accounting of the project and/or on the separate cost center of the project and declared in the financial statements, but which are not supported by supporting documents are not eligible. The documentation must provide sufficiently strong evidence that the expenditure complies with the applicable legal provisions as well as all eligibility criteria.
- 9.5. The financial-accounting supporting documents must be filed so that they are easy to identify and examine.

Article 10 – Promoter's obligations regarding the technical and financial reporting

- 10.1 The Promoter and the partners must make available to the Operator all the information and/or documents related to the execution of the Grant Contract and the implementation of the Project that are requested. The Operator may request at any time, during the implementation period of the Project, as well as up to 3 (three) years from the conclusion of the Active Citizens Fund Romania Programme, additional information and/or supporting documents, establishing a deadline for their provision.

[for projects of up to 6 months, exclusive]

- 10.2. During the implementation of the Project, the Promoter must prepare and submit the following reports:

- a) a final technical and financial report;
- b) statistical progress reports.

- 10.2.1. The final technical and financial report will be submitted in the format and according to the rules communicated by the Operator and will include both information about the activities performed and the results obtained during the reporting period, as well as information about the project expenses incurred during the eligibility period. The report must reflect the situation of the Project as a whole, including co-financing (if applicable) and will be accompanied by copies of technical and financial-accounting supporting documents (including account statements for the accounts for the Project, for the entire reporting period and the balance sheet reporting period), as well as a statement on own responsibility regarding the avoidance of double financing, signed by the legal representative of the Promoter and the partner, in original.

- 10.2.2. Statistical Progress Reports (SPR) consist in brief information regarding the progress registered as regards both the indicators and expenses and will not have to be accompanied by supporting documents.

[for projects of 6 months and up to 12 months inclusive]

- 10.2. During the implementation of the Project, the Promoter must prepare and submit the following reports:

- a) an interim technical and financial report;
- b) a final technical and financial report;
- c) statistical progress reports.

- 10.2.1. The interim and final technical and financial reports will be submitted in the format and according to the rules communicated by the Operator and will include both information about the activities performed and the results obtained during the reporting period, as well as information about the project expenses incurred during the eligibility period. The report must reflect the situation of the project as a whole, including co-financing (if applicable) and will be accompanied by copies of technical and financial-accounting supporting documents (including

account statements for the accounts for the Project, for the entire reporting period and the balance sheet reporting period), as well as a statement on own responsibility regarding the avoidance of double financing, signed by the legal representative of the Promoter and the partner, in original.

10.2.2. The interim technical and financial report showing that at least 70% of the advance received has been spent by the date [half of the implementation period] will be sent within a maximum of 30 calendar days from the date [half of the implementation period].

If, by the date [half of the implementation period] at least 70% of the advance is not spent, the report shall be submitted containing the amounts actually spent by the middle of the implementation period and the value of the interim installment may be adjusted accordingly by the Operator. For the collection of the interim tranche difference, the Promoter has the possibility to submit an additional technical and financial report, which will include the expenses for the difference of up to at least 70% of the advance granted.

10.2.3. Statistical progress reports (SPR) consist in brief information regarding the progress registered as regards both the indicators and expenses and will not have to be accompanied by supporting documents.

[for projects of over 12 months and up to 20 months inclusive]

10.2. During the implementation of the Project, the Promoter must prepare and submit the following reports:

- a) two interim technical and financial reports;
- b) a final technical and financial report;
- c) statistical progress reports

10.2.1 The interim and final technical and financial reports will be submitted in the format and according to the rules communicated by the Operator and will include both information about the activities performed and the results obtained during the reporting period, as well as information about the project expenses incurred during the eligibility period. The report must reflect the situation of the project as a whole, including co-financing (if applicable) and will be accompanied by copies of technical and financial-accounting supporting documents (including account statements for the accounts for the Project, for the entire reporting period and the balance sheet reporting period), as well as a statement on own responsibility regarding the avoidance of double financing, signed by the legal representative of the Promoter and the partner, in original.

10.2.2 The first interim technical and financial report shall be submitted within 30 calendar days showing that at least 70% of the amount received as an advance has been spent

10.2.3 The second interim technical and financial report shall be submitted within 30 calendar days showing that at least 70% of the amount from the difference between the grant actually received and the eligible expenses validated by the Fund Operator, but no later than 3 months before the end date of the implementation period. If no more than 70% of the difference referred to above has been spent by the deadline for its submission, the report shall be submitted for the amounts actually spent by that date but the amount of the last installment may be adjusted by the Fund Operator.

10.2.4 Statistical progress reports (SPR) consist in brief information regarding the progress registered as regards both the indicators and expenses and will not have to be accompanied by supporting documents.

[for projects of over 20 months and up to 29 months inclusive]

10.2. During the implementation of the Project, the Promoter must prepare and submit the following reports:

- a) three interim technical and financial reports;
- b) a final technical and financial report;
- c) statistical progress reports

10.2.1 The interim and final technical and financial reports will be submitted in the format and according to the rules communicated by the Operator and will include both information about the activities performed and the results obtained during the reporting period, as well as information about the project expenses incurred during the eligibility period. The report must reflect the situation of the project as a whole, including co-financing (if applicable) and will be

accompanied by copies of technical and financial-accounting supporting documents (including account statements for the accounts for the Project, for the entire reporting period and the balance sheet reporting period), as well as a statement on own responsibility regarding the avoidance of double financing, signed by the legal representative of the Promoter and the partner, in original.

10.2.2 The first interim technical and financial report shall be submitted within 30 calendar days showing that at least 70% of the amount received as an advance has been spent

10.2.3 The second interim technical and financial report shall be submitted within 30 calendar days showing that at least 70% of the amount from the difference between the grant actually received and the eligible expenses validated by the Fund Operator.

10.2.4 The third interim technical and financial report shall be submitted within 30 calendar days showing that at least 70% of the amount from the difference between the grant actually received and the eligible expenses validated by the Fund Operator, but no later than 3 months before the end date of the implementation period. If no more than 70% of the difference referred to above has been spent by the deadline for its submission, the report shall be submitted for the amounts actually spent by that date but the amount of the last installment may be adjusted by the Fund Operator.

10.2.5 Statistical progress reports (SPR) consist in brief information regarding the progress registered as regards both the indicators and expenses and will not have to be accompanied by supporting documents.

[for projects of over 29 months and up to 36 months inclusive]

10.2. During the implementation of the Project, the Promoter must prepare and submit the following reports:

- a) four interim technical and financial reports;
- b) a final technical and financial report;
- c) statistical progress reports

10.2.1 The interim and final technical and financial reports will be submitted in the format and according to the rules communicated by the Operator and will include both information about the activities performed and the results obtained during the reporting period, as well as information about the project expenses incurred during the eligibility period. The report must reflect the situation of the project as a whole, including co-financing (if applicable) and will be accompanied by copies of technical and financial-accounting supporting documents (including account statements for the accounts for the Project, for the entire reporting period and the balance sheet reporting period), as well as a statement on own responsibility regarding the avoidance of double financing, signed by the legal representative of the Promoter and the partner, in original.

10.2.2 The first interim technical and financial report shall be submitted within 30 calendar days showing that at least 70% of the amount received as an advance has been spent

10.2.3 The second interim technical and financial report shall be submitted within 30 calendar days showing that at least 70% of the amount from the difference between the grant actually received and the eligible expenses validated by the Fund Operator.

10.2.4 The third interim technical and financial report shall be submitted within 30 calendar days showing that at least 70% of the amount from the difference between the grant actually received and the eligible expenses validated by the Fund Operator.

10.2.5 The fourth interim technical and financial report shall be submitted within 30 calendar days showing that at least 70% of the amount from the difference between the grant actually received and the eligible expenses validated by the Fund Operator, but no later than 3 months before the end date of the implementation period. If no more than 70% of the difference referred to above has been spent by the deadline for its submission, the report shall be submitted for the amounts actually spent by that date but the amount of the last installment may be adjusted by the Fund Operator.

10.2.6 Statistical progress reports (SPR) consist in brief information regarding the progress registered as regards both the indicators and expenses and will not have to be accompanied by supporting documents.

- 10.3. The final technical and financial report will be sent within 45 calendar days from the end of the project implementation period.
- 10.4. Statistical progress reports will be sent by the following deadlines: January 20, March 20, August 20 and October 20.
- 10.5. In relation to the Operator, the Promoter is the one who has the obligation to prepare and submit the reports mentioned in art. 10.2, which will include details about the activities, results and expenses incurred, detailed for the Promoter and for each partner(s). Responsibility for the veracity of all information and documents included in the reports mentioned in art. 10.2 or in any correspondence related thereto belongs to the Project Promoter.
- 10.6. If the Promoter fails to make available to the Operator the interim reports within the terms provided in art. 10.2, the Operator may decide to suspend the Grant Contract until they are submitted.
- 10.7. If the Promoter fails to make available to the Operator the final report within the term provided in art. 10.3, the Operator may decide to terminate the Grant Contract and start the procedure for recovering the amounts already paid and unjustified.
- 10.8. The reports will be prepared in Romanian, except for the sections indicated by the Operator to be prepared in English.
- 10.9. The interim financial report (if applicable) and the final one will be completed in RON and Euro, and the exchange rate used for reporting will be the one established by the European Commission (*inforeuro*) and published on the official website, corresponding to the month in which the expenditure was billed. For payrolls, the last day of the month for which the salaries are calculated will be taken into account.
- 10.10. All original supporting documents related to the eligible expenses of the Project (including accounting documents with equivalent probative value) will be stamped, with a stamp containing the number of the Grant Contract. In case of partial settlements, the value settled within the Project will be mentioned on the documents. It must be possible to clearly see on the copies of the supporting documents submitted for reporting the number of the Grant Contract under which they were performed and the amount settled within the Project, in case of partial settlements.
- 10.11. The Promoter and/or the partners have the obligation to report in detail the indirect expenses, but they do not have the obligation to send copies of the supporting documents related to these expenses. For these, only the methodology for calculating the indirect costs will be submitted to the report, from which it should appear that the calculation formula or the percentage of their apportionment within the project, represents a correct apportionment of the indirect costs. The basis for calculating the percentage of indirect expenditure mentioned in the budget is the total eligible direct expenditure with the staff assigned to the project (excluding volunteers) for the reported period.

Article 11 – Evaluation of project implementation

- 11.1. The Operator is entitled to verify the implementation of the Project both financially and technically.
- 11.2. The financial evaluation refers to the evaluation of the compliance to the eligibility criteria for the expenditures within the project, including the correctness of abiding to the approved budget and of the execution of the expenses, as well as the compliance to the procurement rules. This is done mainly through the interim financial report (if applicable) and the final one, accompanied by financial-accounting supporting documents. The Operator may request additional information and documents from those initially submitted by the Promoter, if it deems it necessary, in order to be able to comment on the report.
- 11.3. The technical evaluation is performed mainly through the interim technical report (if applicable) and the final one, accompanied by technical supporting documents and refers to the evaluation of the physical progress of the project, respectively the realization of activities and achievement of indicators and results, as well as checking the compliance to the information and communication rules (according to Annex 5).
- 11.4. Complementary to the analysis of the reports provided in art. 10.2, the Operator may also decide to visit both the Promoter's headquarters and the venues where project activities are being organized, or organize meetings with the Promoter at the headquarters of the Operator or its partners within the Consortium that manages the Active Citizens Fund Romania Programme, or through platforms/online means of communication.

- 11.5. As a general rule, visits will be announced by the Operator (by telephone or in writing) at least 3 (three) working days in advance. In this case, the Promoter will have the obligation to ensure the presence of the key members of the project team or of the persons indicated by the Operator, as well as to make available to the Operator the requested information and documents, in original.
- 11.6. In exceptional situations, the Operator may also make unannounced visits to the Promoter's headquarters and/or to the venues where the project activities take place.
- 11.7. The Promoter has the obligation to collaborate with the Operator in order to carry out these types of verifications.

Article 12 – Communication between the parties

- 12.1. Any communication between the parties, regarding, or in connection with this Contract must be drafted and transmitted in writing, in Romanian.
- 12.2. Communications between the parties regarding the implementation of the project will be sent by mail/courier, fax, e-mail or through the dedicated platform provided by the Operator or handed to the addresses indicated by the parties for this purpose, mentioning the number of the Grant Contract and the project title.
- 12.3. Any notification, consent, approval, certification or decision of any signatory party to the Contract shall be in writing, unless otherwise provided, and shall be sent without undue delay.
- 12.4. The official addresses to which all the documents listed above will be sent are the following:

For the Operator:	For the Promoter:
<p>Name of the organization representing the Fund Operator</p> <p>21 Nerva Traian, Bucharest, 3rd District, Romania</p> <p>Telephone:</p> <p>E-mail:</p> <p>Contact person: <name, surname and position></p>	<p>Name of the organization</p> <p>Address</p> <p>Telephone:</p> <p>E-mail:</p> <p>Contact person: <Name, surname – person designated for the project and position></p>

- 12.5. Apart from the contact person mentioned in art. 12.4, the Operator will establish and communicate to the Promoter a contact person responsible for monitoring the implementation of the project from a financial point of view, with whom the Promoter will keep in touch regarding the implementation of the project from a financial point of view.

Article 13 – Amendments to the Grant Contract

- 13.1. The amendments of the Contract will be made only on the basis of a written communication between the Promoter and the Operator and will be made by concluding an **Addendum** to the Contract.
- 13.2. Do not constitute amendments to the Contract and can be communicated by the Promoter to the Operator with a notification the following adjustments of the following variable elements, without concluding an Addendum:
- adjustments of some elements related to the development of the project but which do not affect the purpose and objectives of the Project (e.g. change of persons involved in the project, changes in the calendar, etc.);
 - change of address, contact details or change of bank account dedicated exclusively to the Project;
 - adjustments of the budget whose financial impact is limited to reallocations of expenses within the same activity and the amendment does not have the effect of exceeding the maximum percentage allowed according to art. 3.3 for indirect costs;
 - adjustments to the budget whose financial impact is limited to cost reallocations between activities or between activities and indirect costs, and these reallocations involve a variation less than or equal to 20% of the amount provided at the time of signing the Grant Contract for each of those activities or for indirect costs and the change does not have the effect of exceeding the maximum percentage allowed for indirect costs.

- 13.2.1 Any adjustment of those enunciated in art.13.2 will have to be announced in writing by the Promoter to the Operator, as a rule, at least 7 working days before the moment when the adjustment is to take effect.
- 13.2.2 By exception from the provisions of art. 13.2.1, in exceptional cases, the Promoter may make the adjustment in accordance with this Article 13.2 and subsequently notify the Operator in writing, by electronic means of communication, of these adjustments and the reasons for making them, as a rule, within a maximum of 7 working days from their performance.
- 13.2.3 The Operator reserves the right to reject a notification of an adjustment which is not to the benefit of the project or which is not able to contribute to the achievement of the objective of the Financing Programme or which is contrary to the general implementing rules or its values.
- 13.3.** The procedure provided by art. 13.2 may be used by the Promoter to transmit the initial values of the indicators that require this according to the Application Form and the correspondence from the pre-contracting period.
- 13.4.** The procedure provided by art. 13.2 may be used by the Operator when a modification of one of Annexes 3, 4, 5, 6, 7 or 8 to the Contract takes place. In this situation, the Operator will notify the Promoter in writing, at least 5 working days before the moment when the change takes effect.
- 13.3. The Addendum** must be requested by the Promoter in the following situations:
- a) modification of the implementation duration of the Project and of the amount representing the non-reimbursable funding;
 - b) exclusion or inclusion of partner(s) in the project;
 - c) when the targeted modifications are not among those mentioned in art. 13.2, 13.3, 13.4.
- 13.5.1. The request for the conclusion of the Addendum must be submitted in writing, at least 7 working days before the date on which the amendment is to enter into force and must include/be accompanied by all the evidence necessary for its consideration.
- 13.5.2. If the Operator agrees with the request, the two parties will sign the Addendum to the Contract, and it will enter into force on the date of its signing by the last of the two parties.
- 13.4.** The Operator reserves the right to reject an amendment that is not to the benefit of the project or that is not able to contribute to the achievement of the objective of the Financing Programme or that is contrary to the general implementing rules or its values.

Article 14 – Suspension of Project implementation

- 14.1.** The implementation period of the Project is established by art. 2 of this Contract. The Promoter must inform the Operator of any conditions or circumstances that may affect or delay the implementation of the Project.
- 14.2.** Suspension of the implementation of the Project may occur in the following cases:
- a) if the circumstances (especially force majeure) prevent or make it too difficult or dangerous to continue.
 - b) in the case provided by art. 10.6.
 - c) if the suspicion of an irregularity in accordance with art. 22.1 appeared and the Operator considers it necessary to apply the provisions of art. 22.2.
 - d) if a situation of the type provided by art. 15.5 occurred.
- 14.3.** The suspension occurs based on a written decision of the Operator which will mention the reasons that determined the taking of this measure and the period of time for which it is ordered and/or the conditions to be met for the resumption of the implementation of the Project.
- 14.4.** If the reasons that determined the suspension have disappeared/the conditions have been met before the deadline provided in the decision according to art.14.3, the Operator may decide to resume the implementation of the Project.
- 14.5.** In all cases, the resumption of the implementation of the Project is done by a written decision given by the Operator. It may set a new date by which the project will be implemented, by adding a time frame equivalent to the duration of the suspension.
- 14.6.** This Contract is automatically suspended for the entire period of suspension of the Project in the cases provided in art.14.2. The parties have the obligation to fully execute their obligations born until the moment of the cause of suspension of the Project, respectively of the Contract.

Article 15 – Termination of the Grant Contract, force majeure and fortuitous event

15.1. This Contract will terminate in the following cases:

- a) at the time of expiration, according to art. 2.2;
- b) by the agreement of will of the Parties, expressed in writing and signed by the legal representatives of the Parties, intervened at any time of the execution of this Contract;
- c) in case the Promoter enters the dissolution procedure;
- d) by the termination of the contract by the Operator, in the situation in which the Promoter does not fulfill or fulfills with delay or inadequacy the obligations assumed by the present Contract;
- e) by the termination or rescission of the Contract, as the case may be, by the Operator, if it is proved in any way that the Promoter provided, in the documents part of Annex 1, false information regarding the fulfillment of eligibility criteria or if, after signing the Contract, the Promoter may no longer meet one or more of the Applicants' eligibility criteria. In the first case, the Promoter has the obligation to fully reimburse the amounts received, and in case the situation of ineligibility occurs after signing the Contract, the Operator will determine the amount to be refunded;
- f) by the termination of the Contract by the Promoter, in case the Operator violates its obligations to make the reimbursable funding available;
- g) in case of force majeure or fortuitous case that significantly impedes the execution of the Contract, under the conditions of art. 15.10 of this Contract;
- h) in the cases mentioned in art. 19.12 of this Contract;
- i) by the termination of the Contract by the Operator in case it finds irregularities on the part of the Promoter, according to art. 22 of this Contract.

15.2. Unilateral termination of the Contract shall be notified in writing, by registered letter with acknowledgment of receipt, by either party, at least 10 calendar days before the date of termination of the Contract if no agreement on a solution can be reached within 30 calendar days from the signaling by any of the parties of the situation that affects the execution of the Contract, by negotiation between the parties and the observance of the provisions of art. 10.

15.3. In case of termination of the Contract, the Operator will establish the possible amounts to be refunded by the Promoter or to be paid by the Operator and the conditions under which this refund takes place, respectively payment.

15.3.1. If the amount that was transferred as an advance for the implementation of the Project has been **completely unused**, the Operator may waive the request to fulfill the reporting obligations by the Promoter and/or partners. In this case, the Promoter is obliged to fully reimburse the amount received as an advance, within a maximum of 10 calendar days from the date specified in the notification of the termination/rescission of the Contract as its termination date.

15.3.2. If the amount that was transferred by the Operator as an advance for the implementation of the Project was **partially used**, the Promoter will be entitled to the payment of the non-reimbursable funding **only** for that part of the Project that was implemented, in proportion to the activities carried out until the notification, excluding the costs of current commitments that will be implemented after termination. The Promoter will submit a final report for the corresponding period within a maximum of 10 calendar days from the date specified in the notification of termination/rescission of the Grant Contract as its termination date. The Operator may reject costs that are considered unjustified and cannot be properly proven as being implemented in the interest of the project. The Promoter will return the amount of money left unused within 10 calendar days from the issuance by the Operator of the information address regarding the analysis of the final report.

15.4. In case of termination of the Grant Contract due to the fault of the Promoter, the Operator can request the partial or full refund of the amounts already paid from the non-reimbursable funding proportionally to the gravity of the facts in question and after the Promoter was allowed to submit his observations.

15.5. A fortuitous event means that event which could not have been foreseen by the parties at the time of signing the Grant Contract or prevented, which prevents the execution in whole or in part of the Contract and which exonerates the party invoking it from liability.

15.6. Force majeure means that unpredictable, insurmountable and impossible to remove event, independent of the will of the parties, occurred after the date of signing the Contract, which prevents the execution in whole or in part of the Contract and which exonerates the party invoking it. Such events are considered: wars, revolutions, fires, floods or any other natural catastrophes, restrictions

arising from a quarantine, embargo, pandemic, epidemic, the list is not exhaustive, but exemplary. An event similar to the above is not considered to be force majeure if, without creating an impossibility of execution, it makes the execution of the obligations of one of the parties extremely expensive.

- 15.7. The party invoking force majeure or fortuitous event has the obligation to notify the other party of the case of force majeure, within 5 working days from the date of its occurrence, by mentioning the reasons underlying the decision, as well as to prove it, within a maximum of 10 calendar days. It also has the obligation to communicate the date of cessation of the case of force majeure or fortuitous event, within 3 working days from the disappearance of the event that determined the invocation of force majeure.
- 15.8. The parties have the obligation to take any measures available to them in order to limit the consequences of the action of force majeure or fortuitous event. If the party invoking force majeure or a fortuitous event does not notify the commencement and termination of the case of force majeure or fortuitous event, under the conditions and within the stipulated time, it shall bear all damages caused to the other party by failure to notify.
- 15.9. Force majeure and fortuitous event shall release the contracting parties from liability for failure to fulfill their obligations under this Contract for the entire period during which it is acting. The execution of the Contract will be suspended from the date of occurrence of the case of force majeure or of the fortuitous event during the period of its action, without prejudice to the rights due to the parties.
- 15.10. If force majeure or fortuitous event and/or its effects require the suspension of the execution of this Contract for more than 10 calendar days, the parties shall meet (face to face or online) or communicate within a maximum of 3 working days from the expiration of this period, in order to agree on how to continue, modify or terminate the Contract.

Article 16 – Liability

- 16.1. The Operator, the EEA Financial Mechanism Office, its representatives and employees cannot be held liable for any damages of any kind caused by the Promoter, its partners or any other third party directly or indirectly related to this Contract or to the Project that is its object.
- 16.2. The Operator cannot be held liable, in any way and under any circumstances, for the material or moral damages suffered by the staff or volunteers of the Promoter or its partners, including in respect of goods owned or used by the Promoter or its partner/partners during the execution of the Grant Contract and will have no obligation to compensate or pay in connection with such material or moral damages.
- 16.3. The Promoter will not engage the liability of the Operator in any situation related to claims or actions against the Promoter and partners resulting from the violation of legal regulations by the Promoter or partners, by the staff or volunteers of the Promoter or partner(s) or by the persons for whom members of the Promoter or its partner(s) are responsible, or in violation of the rights of a third party or applicable law.
- 16.4. During the implementation of the project, the Promoter will ensure that there will be no discrimination based on race, color, religion, sex, gender expression, age, nationality, origin, disability, marital status, sexual orientation, etc. in the activities carried out for the purpose and for the implementation of the Project. The Promoter will also ensure that the messages recorded and transmitted through the project activity will not promote or transmit discrimination.

Article 17 – Archiving documents and other project verifications

- 17.1. The Promoter and, if any, its partners, have the obligation to archive the documents related to the implementation of the project for at least 10 (ten) years from the date of approval of the final report by the Operator.
- 17.2. The Promoter will allow at any time for the period mentioned in art. 17.1, the Operator, the independent auditor or the audit firm contracted by the Operator, the EEA Financial Mechanism Office, the EFTA Board of Auditors, the Office of the Auditor General of Norway, any body authorized by law and their representatives to verify, by providing documents or by inspections on the spot, the execution of the contract and the implementation of the project and to carry out, if necessary, a complete audit on the basis of supporting documents, accounting registration documents and any other relevant documents related to or for the Grant Contract.

- 17.3.** The Operator or its Consortium partners within the Active Citizens Fund Romania Programme may organize, together with independent third parties, visits to the Promoter's headquarters, as well as to the venue where the project activities take place, during or after the end of the project implementation period. In this case, the Promoter will have the obligation to ensure the presence of key members of the project team or persons indicated by the Operator or its Consortium partners, to support the entire process of verifying the project documents and/or of collecting qualitative or quantitative data from intermediate or final beneficiaries of the project.

Article 18 – Visibility

The Promoter has the obligation to take all necessary measures to ensure the promotion and visibility of the Project, the Program and the Donor States, in accordance with the information and communication rules established at Program level and specified in Annex 5 to the Contract, published on the website www.activecitizensfund.ro.

- 18.1.** As a general rule, any communication and/or promotional material developed within the Project must contain the Active Citizens Fund Romania Programme logo.
- 18.2.** All proposals (models, sketches) of communication and/or promotional materials will be sent for approval, in electronic format, to the Operator, at least 5 working days before being put into production or published/broadcasted. The materials may be produced or published/disseminated only after the Promoter will receive, electronically, the approval/ good for print from the Operator.
- 18.3.** The Promoter has the obligation to invite the Operator in advance, usually at least 7 working days in advance, to the events organized within the Project.
- 18.4.** Exceptions to these rules are allowed to the extent that they will be communicated and agreed by the parties at least 3 working days before the date of publication, printing or dissemination of materials, if they do not affect the implementation of the project and do not contravene the principles of operation of the Programme.

Article 19 – Processing of personal data

- 19.1.** Both the Promoter and the Operator act as Independent Operators for the processing of personal data resulting from the execution of this Contract.
- 19.2.** The Promoter and the partners, as well as the Operator undertake to comply with the legislation on the protection of personal data¹.
- 19.3.** By processing personal data the parties understand it as any operation or set of operations performed on personal data, with or without the use of automated means, such as, for example, the collection, registration, organization, structuring, storage, adaptation or modification, extraction, consultation, use, disclosure by transmission, dissemination or making it available any other way, alignment or combination, restriction, deletion or destruction.
- 19.4.** The Promoter and the Operator have defined the following categories of personal data that will be processed:
- a) In the relation of the Promoter and / or partners, if applicable, with the Operator the following personal data of the individuals involved in the implementation of the Project covered by this Contract will be collected: name, surname, position, data on education and studies, experience professional, telephone number, image, voice, e-mail, personal numerical code, salary (in whole or in part), address, bank account. For the reimbursement of expenses, copies of the supporting documents for employment and payment related to the expenses requested for reimbursement are submitted attached to the financial statements, such as: individual employment contracts, copyright contracts, service contracts, payment statements, payment orders, salaries and contributions, payment orders, expert fees, invoices, receipts, contracts with service providers related to the events carried out within the projects. In addition to the members of the Board of Directors, the

¹ Defined as Law no. 190/2018 on measures for the implementation of Regulation (EU) 2016/679 of the European Parliament and of the Council 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 of Directive 95/46 / EC, Regulation (EU) 2016/679 of the European Parliament and of the Council 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, Directive 2002/58 / EC on the processing of personal data and the protection of confidentiality in the field of public communications.

following categories of data are also collected: membership of an organization / institution / company / political party, as well as any other personal data that could not be provided at the time of concluding this Contract, but which are necessary for its execution and for the implementation of the project financed by the Operator.

- b) In the relationship of the Promoter with the beneficiaries, the following personal data can be collected: name, surname, studies, job, position, personal numerical code, series and number of identity card, date and place of birth, citizenship, marital status, sex, age, home address, telephone number, e-mail address, data on education and studies, profession, bank account, professional experience, name and surname of family members, ethnicity, religion, medical history, disabilities, picture, and any other personal data that could not be provided at the time of concluding this contract, but which are necessary for its execution and for the implementation of the Project financed by the Operator. These personal data may be transferred to the Operator for the purposes mentioned in art. 19.5
- 19.5.** The personal data referred to in art. 19.4 may be transmitted by the Operator in the European Economic Area, especially in Belgium and Norway. In addition, this personal data may be transferred to the following categories of persons: financier (the Financial Mechanism Office of the EEA and Norway Grants), evaluators and/or auditors during their controls at the request of the financier, partners within the ACF Romania consortium - it being consisted out of: Civil Society Development Foundation, Romanian Environmental Partnership Foundation, Resource Center for Roma Communities, PACT Foundation based in Romania, Frivillighet Norge based in Norway, tax authorities and other public authorities in case of a potential control by them. The policy regarding the processing of personal data on the entire Active Citizens Fund Romania programme can be consulted at: <https://activecitizensfund.ro/politica-gdpr/>. The parties are authorized to process the personal data mentioned in art. 19.4 for a period of 10 years from the date of approval of the final report by the Operator.
- 19.6.** The Promoter and the Operator undertake to process Personal Data only in the context of this Contract and for the purpose of meeting project objectives, reporting the implementation stage and project results, sending supporting documents related to technical and financial reports, for statistical purposes and to promote the project to the general public.
- 19.7.** The Promoter undertakes to inform the project partner(s), if applicable, the contractors and/or its employees/representatives regarding the processing of their Personal Data in the context of this Contract and to obtain the corresponding consent from them, if necessary according to law. The Promoter also has the obligation to ensure that the project partner(s), if the project is carried out in partnership, will comply with the legislation on personal data protection as well as the obligations arising from this article in all activities, acts and deeds that are connected with the project which is the subject of this Contract. The Operator will be absolved of any liability in case of any damage caused to third parties by the Promoter and/or by his partners as a result of non-compliance with the legislation on personal data protection.
- 19.8.** The Promoter undertakes to inform the project beneficiaries or other relevant persons regarding the fact that the Personal Data it processes will be transferred to the Operator for the purpose mentioned in art. 19.6, as well as to inform or obtain the consent of the project beneficiaries or other relevant persons according to requests and on behalf of the Operator. The Promoter has the obligation to collect from the beneficiaries Annex 7 - GDPR Form to this Contract, as well as to send these documents to the Operator at the latter's request. The forms filled in by the beneficiaries must be archived by the Promoter for a period of 10 years from the date of approval of the final report by the Operator.
- 19.9.** Each Party must ensure that it has adequate technical and organizational measures in place to ensure an adequate level of security against unauthorized or illegal processing of Personal Data, as well as against the destruction, loss, alteration, unauthorized disclosure or unauthorized access to personal data that have been personally transmitted, stored or processed.
- 19.10.** The Promoter will assist the Operator in complying with all applicable requirements under data protection legislation. In particular, the Promoter undertakes to:
- a) consult the Operator regarding any notifications addressed to the data subjects in connection with the Personal Data in the context of this Contract;
 - b) immediately inform the Operator regarding the receipt of any request for access from the data subject related to the execution of this Contract;
 - c) provide assistance to the Operator regarding compliance with any access request received from the data subjects;

- d) assist the Operator in responding to any request from a data subject and ensure compliance with its obligations under data protection legislation regarding security, Personal Data breach notifications, impact assessments and consultations with supervisors or regulators;
- e) notify the Operator without undue delay of any violation of the data protection legislation regarding the execution of this Contract;
- f) at the written request of the Operator, to delete or return Personal Data and copies thereof at the termination of the Contract, unless the law provides for the retention of personal data;
- g) keep complete and accurate records and information to demonstrate compliance with the provisions of this article;
- h) provide to the Operator the contact details of at least one employee as a contact person responsible for the management of all issues arising from the application of the data protection Legislation. On behalf of the Operator the designated person will be [.....], e-mail address [.....]. On behalf of the Promoter the designated person will be [.....] - e-mail address [.....].

- 19.11.** The obligations mentioned in art. 19.10 apply to each other in the relationship between the Promoter and the Operator.
- 19.12.** Any significant violation of art. 19.1 - 19.11, by the Promoter, if not remedied within 30 days from the written notification of the Operator gives the latter the right to unilaterally terminate the Contract, by right, with immediate effect, without delay or other preliminary judicial or extrajudicial formalities, by written notification addressed to him.
- 19.13.** Each party shall indemnify the other party against all costs, expenses, damages and losses suffered or incurred by the injured party resulting from or in connection with the violation of this article or the provisions of data protection law by the compensating party, its employees or representatives.

Article 20 – Conflict of interest

- 20.1.** The Promoter undertakes to take all necessary measures to avoid and put an end to any situation of conflict of interest that could affect the execution of this Grant Contract in conditions of impartiality and objectivity.
- 20.2.** Conflicts of interest may arise primarily for reasons involving economic interests, political or national affinities, family or emotional ties, or any other common ties or interests. Any conflict of interest that may arise during the implementation of this Contract must be notified immediately, in writing, to the Operator.
- 20.3.** If such a conflict of interest is notified by the Promoter, the Operator is entitled to request the Promoter to take all necessary measures to remedy the negative effects/generated by the conflict of interest.

Article 21 – Privacy

The Promoter and its partner(s) undertake to maintain the confidentiality of any document, any information or any other material communicated to them under the condition of confidentiality, at least 10 (ten) years from the date of approval of the final report by the Operator.

Article 22 – Irregularities

- 22.1.** According to the rules of the Funding Programme, the irregularity is a violation of:
- a) the implementing rules of the Programme;
 - b) this Grant contract (including all annexes);
 - c) any provision of European Union law; or
 - d) any provision of the national law of the Beneficiary State,
 - e) any provision of Romanian law, which affects or impairs the implementation of the Programme and or the Grant Contract, for example by unjustified or disproportionate expenses, by affecting the correctness of the selection process (eg false statements), by reducing or determining the loss of amounts of money by the Operator or donors within the Programme and/or the Contract.
- 22.2.** If the Operator has, during the verification actions or audits undertaken both during the implementation of the project and at the time of the analysis of the final report, the suspicion of an irregularity, it may

take the decision to suspend payments and/or suspend the implementation of the project until the final decision on the irregularity is made.

- 22.3.** The Operator may decide on one of the following measures when it identifies an irregularity in connection with this Grant Contract:
- a) termination of the Grant Contract and requesting the partial or total refund of the amounts already paid/transferred based on the Contract by the Operator to the Promoter, according to art. 15;
 - b) may allow the Promoter to continue the execution of the Contract, but may apply a financial correction proportionate to the damages or gravity of the identified irregularity.
- 22.4.** If the Operator has decided to apply a financial correction in accordance with art. 22.3 b), the amount representing the financial correction can no longer be used within the project.

Article 23 – Refund of the non-reimbursable funding

- 23.1.** In situations where the Operator requests the Promoter to return the unspent amount representing the negative balance resulting from the verification of the final technical and financial report, within the Project, or the amount requested as a result of detecting an irregularity, according to art. 22.3 point a) or 22.3 point b) , as a general rule, will grant a period of 10 calendar days to the Promoter to make the payment.
- 23.2.** The negative balance calculated as a result of the verification of the final technical and financial report means the negative difference resulting from the deduction from the total eligible expenses from the non-reimbursable funding accepted by the Operator following the approval of the final report of the total amount of the payments made to the Promoter before the approval of the final report and the calculation of the final balance.
- 23.3.** The Promoter will reimburse to the Operator the amount mentioned in art. 23.1 in the following bank account:

Account holder name: EFTA FMO
IBAN Code: BE86 3631 8620 2250
Bank, branch: ING Belgium SA/NV
Bank/branch address: Avenue Marnix 24, B-1000 Brussels
SWIFT Code: BBRUBEBB

- 23.4.** The amounts that will have to be returned to the Operator will be compensated with the amounts that the Operator is obliged to pay to the Promoter, according to art. 4.1. of this Contract.
- 23.5.** The bank commissions related to the refund of the amounts due to the Operator from the Promoter will, as a rule, be **exclusively** borne by the Promoter.
- 23.6.** If the Promoter does not repay in time the amounts mentioned in art. 23.1, the Operator is entitled to use all the legal and judicial means at his disposal to ensure the fulfillment of the contractual obligation.
- 23.7.** In the case mentioned in art. 23.5, the Promoter will no longer be eligible to continue to receive support under the Programme or to request any other funding from the Active Citizens Fund Romania programme.

Article 24 – Intellectual property rights

- 24.1.** The ownership, title and industrial and intellectual property rights over the results or over any works that may result from the implementation of the Project which is the object of this Contract or as a result of its activities belong to the Promoter and/or the partner(s).
- 24.2.** Without prejudice to the provisions of art.24.1 the Promoter shall grant the Operator, as well as the Consortium members within the Active Citizens Fund Romania Programme the right to use free of charge and to reproduce for the purpose of promoting the aforementioned Programme all the results and works achieved within the Project, regardless of their form, respecting existing industrial and intellectual property rights.

Article 25 – Assignment of the Contract

- 25.1.** This Contract, as well as all rights and obligations arising out of its execution may not be subject to total or partial assignment, novation, subrogation or any other mechanism of transmission and/or transformation of obligations and rights in the Grant Contract by the Promoter.
- 25.2.** If, due to exceptional circumstances, the Operator loses its status as Fund Operator of Active Citizens Fund Romania, this Contract, as well as all rights and obligations arising from its execution will be automatically transferred to the Financial Mechanism Office, which shall be entitled to retransfer them to any legal person designated as a replacement Fund Operator. In this case, the assignment will take effect for the Promoter from the moment it is notified of the assignment by the initial Operator.

Article 26 – Applicable law, dispute settlement and invalidity of the Contract

- 26.1.** Disputes arising out of this contract, including those relating to its validity, interpretation, performance or termination will be settled amicably.
- 26.2.** The parties will do their utmost to settle amicably any dispute between them during the implementation of this Grant Contract. In the event that amicable settlement is not possible, within 15 days from the first request for amicable settlement, disputes between the parties will be resolved by the competent courts at the premises of the Operator. The amicable settlement can be achieved between the parties through any means of communication, for example: e-mail, videoconference, teleconference, meeting at the Operator's headquarters, etc.
- 26.3.** The law applicable to this Contract is Romanian law.
- 26.4.** If a clause of this Contract is declared void, the other provisions of the Contract will not be affected by such invalidity.

Article 27 – Annexes

The following documents are attached to this Contract and represent an integral part thereof:

- Annex 1 – The Project (*which includes the Application Form and its annexes and the response to the general and specific conditions and pre-contract documents*)
- Annex 2 – Budget
- Annex 3 – Guidelines for budgeting
- Annex 4 – Payment claim
- Annex 5 – Information and communication rules
- Annex 6 – Rules on procurement
- Annex 7 – GDPR Form
- Annex 8 – Agreement for the processing of personal data

Concluded in two originals in the Romanian language, one original for each signatory party, having equal value.

[Name of the organization]

[Name of the organization representing the Fund Operator]

[Name and surname]

[Name and surname]

[Position of the person authorised to sign]

[Position of the person authorised to sign]

[Signature]

[Signature]

[Date]

[Date]