



## **Financing Contract**

*(This document represents an indicative template, which can be adapted as appropriate)*

### **FINANCING CONTRACT <sup>1</sup>**

for the implementation of the project "....."

Financed by the European Economic Area (EEA) Financial Mechanism 2014- 2021  
under the RO- Environment Programme „Environment, Climate Change Adaptation and  
Ecosystems”

No. /

Taking into account the following:

- 1) The Memorandum of Understanding on the implementation of the EEA Financial Mechanism 2014-2021 between Iceland, the Principality of Liechtenstein, the Kingdom of Norway, hereinafter referred to as Donor States, and the Government of Romania, hereinafter referred to as the Beneficiary State, jointly referred to as Parties since 13.10.2016;
- 2) Regulation on the implementation of the European Economic Area (EEA) Financial Mechanism 2014-2021, hereinafter referred to as "the Regulation", approved by the EEA Financial Mechanism Committee in accordance with Article 10.5 of Protocol 38c of the EEA Agreement on the European Economic Area (EEA) Financial Mechanism 2014-2021 of 8 september 2016 and confirmed by the Permanent Committee of the EFTA States of 22 September 2016;
- 3) The Agreement of 25 July 2007 (EEA) concerning the participation of Romania in the European Economic Area with effect from 1 August 2007;
- 4) Agreement on the financing of the Bilateral Relations Fund 2014-2021;
- 5) The agreement for the implementation of the Environment, Climate Change Adaptation and Ecosystems Programme;
- 6) The agreement to finance the "Environment, Climate Change Adaptation and Ecosystems" Programme;
- 7) Government Emergency Ordinance No. 34/2017 on the financial management of non-reimbursable external funds through the EEA Financial Mechanism 2014-2021 and the Norwegian Financial Mechanism 2014-2021;
- 8) Order of the Minister of Public Finance No. 2.840/2017 on the methodology for implementing the Government Emergency Ordinance No. 34/2017 on the financial management of non-reimbursable external funds through the EEA Financial Mechanism 2014-2021 and the Norwegian Financial Mechanism 2014-2021;
- 9) Order of the Minister of European Funds No. 348/21.05.2018 for the approval of Regulations for the application of lump sums for travel financed by the bilateral relations

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<sup>1</sup>This document represents an indicative model, which, as the case may be, also applies to bilateral application contracts.



- Fund and the Technical Assistance Fund under the financial mechanisms of the European Economic Area and the Norwegian Economic Area 2014- 2021;
- 10) Government Decision No. 518/1995 concerning certain rights and obligations of Romanian personnel sent abroad for the performance of temporary missions, as amended and supplemented;
  - 11) Decision No. 714/2018 of 13 September 2018 concerning the rights and obligations of personnel employed by public authorities and institutions during the period of delegation and secondment to another locality and travel in the interest of the service;
  - 12) Emergency Ordinance No. 66/2011 of 29 June 2011 on the prevention, detection and sanctioning of irregularities in the procurement and use of European funds and/or national public funds relating thereto, as amended and supplemented;
  - 13) Government Emergency Ordinance No. 86/2014 on the establishment of reorganization measures at central public administration level and for the modification and completion of some normative acts, as well as subsequent amendments and supplements;
  - 14) Government Emergency Ordinance No. 6/2013 for amending and completing Government Emergency Ordinance No. 96/2012 on the establishment of reorganization measures within central public administration and for amending certain normative acts, as well as subsequent amendments and supplements;
  - 15) Government Emergency Ordinance No. 34/2015 on certain measures to stimulate the absorption of non-reimbursable foreign funds, as amended and supplemented;
  - 16) Law No. 98/2016 on public procurement, as amended and supplemented;
  - 17) Government Decision No. 395/2016 on the approval of the methodological norms implementing the provisions on the award of the public contract/framework agreement of Law No. 98/2016 on public procurement, as amended and supplemented;
  - 18) Law No. 53/2003 on the Labor Code, republished, as amended and supplemented;
  - 19) Law No. 287/2009 on the Civil Code, republished, as amended and supplemented;
  - 20) Law No. 500/2002 on public finances, as amended and supplemented;
  - 21) Agreement on the financing of the Bilateral Relations Fund 2014-2021;
  - 22) ORDER No 6712/890 on the approval of procurement procedures for European funded projects implemented in partnership;
  - 23) Order No. 1284/2016 issued by the Ministry of European Funds approving the competitive procedure applicable to private applicants/beneficiaries for the award of supply, service or works contracts financed through European funds;
  - 24) ORDER No. 1.792/2002 — methodological rules on the commitment, validation, authorization and payment of expenditure of public institutions as well as the organization, record keeping and reporting of budgetary and legal commitments;
  - 25) ORDER No. 2332/2017 of 30 August 2017 amending the order of the Minister of Public Finance No. 923/2014 for the approval of the general methodological norms on the exercise of preventive financial control and the specific Code of professional norms for persons carrying out the activity of own preventive financial control;
  - 26) The updated Law on accounting No. 82/December 1991;
  - 27) Government ordinance No 1191999 on internal control and precautionary financial control, republished, as amended and supplemented;
  - 28) Law No. 672/2002 on internal public audit, republished, as amended and supplemented;



- 29) Law No 544/2001 on free access to public interest information, as amended and supplemented;
- 30) Law No. 554/2004 on administrative disputes, as amended and supplemented;
- 31) Law No. 161/2003 on certain measures to ensure transparency in the exercise of public dignity, public functions and business, to prevent and sanction corruption, with subsequent amendments and additions;
- 32) Law No 188/1999 on the Staff Regulations, republished, as amended and supplemented;
- 33) Emergency ordinance No 57/2019 on the Administrative Code;
- 34) Government Ordinance No. 27/2002 on the regulation of the activity of the settlement of petitions, as amended and supplemented;
- 35) Law No. 182/2002 on the protection of classified information, as amended and supplemented;
- 36) Law No. 78/2000 for the prevention, discovery and punishment of corruption, with subsequent amendments and additions;
- 37) Law No. 571/2004 on the protection of personnel from public authorities and other entities reporting breaches of the law;
- 38) Law No. 207/2015 on the Fiscal procedure code, as amended and supplemented;
- 39) Order of the President of the National Authority for the Regulation and Monitoring of Public Procurement No. 509/2011 concerning the formulation of qualification criteria;
- 40) Government Decision No. 43/2020 on the organization and functioning of the Ministry of Environment, Waters and Forests.

#### The signatory parties

1. The Ministry of Environment, Waters and Forests with headquarters in Libertății Blvd., no. 12, sector 5, Bucharest, tel. ...., fax ....., tax registration code 16335444, acting as Programme Operator, legally represented by ....., on the one hand,
- and
2. ...., with head office based in ....., ..... street, no. ...., postal code ....., .....county, phone no. ...., fax ....., tax code ....., legally represented by ....., as the Project Promoter, on the other hand.

have agreed upon the conclusion of this *Financing contract* (hereinafter referred to as "the contract") on the basis of the Evaluation Report No. .... of the financing application submitted under the RO-Environment Programme "Environment, Climate Change Adaptation and Ecosystems" financed by the European Economic Area Financial Mechanism 2014-2021, under the following conditions:

#### **CHAPTER 1. SUBJECT MATTER AND DOCUMENTS ANNEXED TO THE CONTRACT**

Article 1. The object of the contract is the grant of non-reimbursable financing for the implementation of the project "....." under the Programme "Environment, Climate Change Adaptation and Ecosystems" RO – Environment, financed by the EEA Financial Mechanism 2014 - 2021.



Article 1.1 The Project Promoter shall be awarded non-refundable financing under the terms of this contract and in accordance with the rules laid down in the Regulation and the applicable legal framework.

Article 1.2 The Project Promoter shall accept the grant and undertake to implement the project on its own responsibility in accordance with the applicable law, the provisions of this contract and the Annexes which form an integral part of it, namely:

- a) the financing application/project proposal, approved with the clarifications made during the evaluation period;
- b) the budget of the financing application;
- c) the advertising plan, completed in accordance with Annex 4 to the Regulation on the implementation of the EEA Financial Mechanism 2014-2021;
- d) partnership agreement (if applicable).

Article 1.3 The Project Promoter accepts the grant and undertakes to carry out the project on its own responsibility, in accordance with the provisions of this contract and the relevant European and national legislation.

**CHAPTER 2. DURATION OF THE CONTRACT**

Article 2.1 The contract shall take effect on the date of the last signature of the parties.

Article 2.2 The implementation period of the project shall mean the period during which the Project Promoter carries out all the project activities from the date of entry into force of the contract pursuant to Article 2.1 until ....., but not later than .....

Article 2.3. For applicants/partners established in a Donor State which have provided audit services in the application, these may be carried out after the period referred to in Article 2.2 but until the submission of the final report.

**CHAPTER 3. BUDGET AND ELIGIBLE EXPENDITURE**

Article 3.1. The total eligible amount of the Project financed by the Programme Operator shall not exceed ..... Euro respectively .....(value in letters).....Euro or ..... lei respectively ..... lei, equivalent to 90% of the total eligible value of the project, as follows:

Total value of the project (Euro)	Total eligible amount of the project (EUR)	Non-reimbursable amount from the EEA FM (85%) (Euro)	Non-reimbursable eligible amount from national budget (15%) (Euro)	Non-eligible amount (euro)	Project Promoter co-financing and partners (own-euro contribution)
1 = 2 + 5 + 6	2 = 3+4	3	4	5	6
.....	.....	.....	.....	.....	.....



Total project value (RON)	Total eligible project amount (RON)	Non-reimbursable FM EEA (85%) (RON)	Non-reimbursable national budget amount (15%) (RON)	Non-eligible amount (RON)	Co-financing Project Promoter and partners (own contribution - RON)
1 = 2 + 5 + 6	2 = 3 + 4	3	4	5	6
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....

Exchange rate in euro corresponding to the month in which the financing contract is signed: ..... RON.

Article 3.2. The total non-reimbursable grant amount approved by this contract may not be modified for the purposes of an increase.

Article 3.3. The Project Promoter may include in the budget of the project an amount equal to as much as 5 % of the total eligible amount of the project for unforeseen expenditure in accordance with Article 3. Article 7.6.3(k) of the Regulation.

#### CHAPTER 4. PAYMENT ARRANGEMENTS

Article 4.1. The Programme Operator shall make payments to the Project Promoter according to the provisions of the Regulation implementing the EEA Financial Mechanism 2014-2021, the Programme Agreement and the relevant national legislation, i.e. Government Emergency Ordinance No. 23/2013 with its subsequent amendments and supplements and implementing rules. They will take the form of an advance, interim payments and payment of the final balance.

Article 4.2. The final payment will be conditioned by:

a. Approval of the final report, in accordance with the model established by the PO (as presented in Annex 3 of this document), which describes in detail the implementation of the project. The final report shall highlight the results achieved through the project, detailed information on the purchases made (where applicable), detailed information on how the publicity has been ensured, its impact in the media (where applicable), the achievement of indicators, and information on the sustainability of the results obtained;

b. Expenditure relating to external partners shall be verified:

1. on the basis of an audit report drawn up and taken on by an independant auditor qualified to carry out statutory audits of accounting documents, certifying that the expenditure claimed is incurred, for the project concerned, in accordance with the EEA MF implementation Regulation 2014-2021, national law and relevant national accounting practices, either on the basis of a report drawn up and taken on by a competent and independant public official recognized by the relevant national authorities as having the capacity for financial and budgetary control over the entity which made the expenditure and which was not involved in the preparation of financial statements, who will certify that the requested expenditure for the



project is made in accordance with the Regulation on the implementation of the EEA Financial Mechanism 2014-2021, the relevant national law and accounting practices.

Article 4.3. Payments will be made as follows:

- a. Advance payment of up to ..... % grant and ..... % co-financing shall be made within 15 days of the approval of the application for payment (**Annex 4** presented as template in this document) of the advance submitted by the Beneficiary.
- b. Final payment shall be made after approval of the final report and verification of the final payment application (**Annex 4** presented as template in this document) and supporting documents submitted by the Promoter (compensated by advance payment) - for contracts using the advance payment system.

Article 4.4. Currency exchange rules: the conversion into euro of the declared expenditure in LEI will be carried out according to the provisions of Article 9.6 of the Regulation, i.e. for the verification of the documents deposited in euro or another currency the valid Info Euro rate on the date of registration of the payment request in the accounts of the PO will be taken into consideration.

Article 4.5. The Programme Operator may retain up to 10% of the total eligible non-reimbursable project amount for payment of the final balance, which shall be paid within 15 working days of the approval of the final project report. (*this entry is valid for promoters – private entities*)

Article 4.6. In the exceptional case where the Project Promoter makes payments from its own funds, during the period between the date of submission of the technical-financial report (as presented in the Annex 1 and Annex 2 of this document) and the date of receipt of the next installment, the expenditure will then be ultimately replenished from the projects' funds to the account from which the expenditure was made, based on supporting documents.

## **CHAPTER 5. ELIGIBILITY OF EXPENDITURE**

Article 5.1. The period of eligibility of expenditure shall start on the date of signature of this contract and end on the final date of implementation set out in Article 2 of this contract.

Article 5.2. The eligible expenditure shall be that incurred by the Project Promoter and/or Project Partners, which meet the criteria laid down in Article 8.2 of the Regulation and fall within the categories and conditions for direct eligible expenditure referred to in Article 8.3 of the Regulation, as well as in the categories of indirect costs, in accordance with Article 8.5 of the Regulation.

Article 5.3. Expenditure shall be considered eligible if it falls within the categories of eligible expenditure referred to in Article 8 of the Regulation, complies with the provisions of Article 8.12 of the Regulation as to the justification for the expenditure incurred and meets the criteria laid down in Article 8.2 of the Regulation, namely:

- (a) they have been made (invoiced and paid) between the starting date and the final date of eligibility of expenditure, as provided for in the contract; exceptionally, expenditure invoiced in the last month of eligibility and paid within 30 days of the final date of eligibility of expenditure will be considered eligible;
- (b) are related to the subject-matter of the contract and are mentioned in the detailed budget of the project application;



- (c) are proportionate and necessary for the implementation of the initiative;
  - (d) they are used solely for the purpose of achieving the objective(s) of the initiative and the achievement of the expected results, in accordance with the principles of economy, efficiency and effectiveness;
  - (e) they are identifiable and verifiable, in particular by being included in the accounting records of the Promoter or Project Partner and determined in accordance with the accounting standards applicable in the country where the Promoter or Project Partner is established according to generally accepted accounting principles;
  - (f) comply with the requirements of applicable tax and social legislation in force.
- Ineligible expenditure and expenditure related to activities carried out after the expiry of the eligibility period will be borne by the Project Promoter's own budgets or by the partner, under the conditions set out in the Partnership Agreement.

Article 5.4.

- a) Expenditure shall be deemed to have been incurred where the cost has been invoiced, paid, the object of the expenditure has been delivered (in the case of supplies) or executed (in the case of services and works) and recorded in the accounts of the Project Promoter or Project Partner;
- b) Exceptionally, costs for which an invoice has been issued in the last month of eligibility are also considered to have been incurred within the eligibility period if the costs are paid within 30 days of the final date of eligibility;
- c) Overheads and depreciation of equipment are considered to be incurred at the time they are recorded in the accounts of the Project Promoter and/or project partner.

Article 5.5.

- (1) If new or second hand equipment is purchased, only the part of the depreciation corresponding to the duration of the project and the actual rate of use for the purposes of the project can be considered as eligible expenditure.
- (2) The internal accounting procedures of the Project Promoter shall allow for direct reconciliation of the expenditure and declared revenue of the project, with the corresponding accounting statements and supporting documents.
- (3) Exceptionally, costs relating to invoices issued during the last month of eligibility may also be considered as having been incurred during the eligibility period if the costs are paid within 30 days of the final date of eligibility of expenditure under Article 2.2 of this Contract.

Article 5.6. Indirect costs are all eligible expenditure which cannot be identified by the Project Promoter and/or the Project Partner as being directly attributed to the project, but which can be identified and justified on the basis of its accounting system as being carried out in direct connection with the eligible costs attributed to the project. They may not include direct eligible costs. The indirect costs of the project will represent a fair share of the overall overheads of the Project Promoter or Project Partners.

Article 5.7. The Project Promoter or its partners may identify their indirect costs on the basis of the following method: A flat rate of no more than 15% of eligible direct staff costs without a requirement on the part of the PO to carry out a calculation to determine the applicable rate.

Article 5.8 The expenditure excluded is covered by Article 8.7 of the Regulation.

Article 5.9. Expenditure incurred outside the eligibility period determined in accordance with this Contract shall not be considered eligible.



Article 5.10. The Project Promoter is responsible for ensuring the amounts necessary for the payment of ineligible expenditure.

## **CHAPTER 6. VERIFICATION OF EXPENDITURE**

Article 6.1. In order to justify the expenditure incurred and to request interim payments/final payment, the Project Promoter shall submit to the Programme Operator intermediate reports/final report drawn up in the format communicated by the Programme Operator (according to Annex 1, 2 and 3 of this document), accompanied by the procurement files, where applicable, and the supporting documents requested relating to the expenditure declared under it.

Article 6.2. The Project Promoter shall present all the supporting documents required in a cPOy, in paper and electronic form, with the indication "true to the original", signed and stamped by the legal representative or his authorized representative.

Article 6.3. Invoices which will constitute supporting documents shall be issued by the suppliers/suppliers in the name of the Project Promoter and/or Project Partners, as appropriate. They will be marked/stamped by the Project Promoter and/or Project Partners, as appropriate, with the following: "passed for payment for the amount of .....", with the amount and date (year/month/day); with the mention "I certify as to reality, regularity and legality"; "Financed by the European Economic Area (EEA) Financial Mechanism 2014-2021, under contract No ...".

Article 6.4. All supporting documents issued in a language other than Romanian or English shall be presented together with a translation thereof into Romanian or English by an authorized translator, certified by signature and stamp.

Article 6.5. If submitted reports are not complete or require modifications, the Project Promoter shall be required to make the required additions and amendments and resubmit the reports within the deadlines set out in the notification.

## **CHAPTER 7. REPORTING, MONITORING AND CONTROL**

Article 7.1. The Project Promoter shall submit to the Programme Operator interim reports covering technical and financial progress during the reporting period which shall include:

a) a description of the technical progress of the project, i.e. the activities carried out, outputs and results obtained, information on procurement procedures, project timetable, fulfillment of publicity obligations, project changes, fulfillment of project conditions, if relevant, and risk management, during the reporting period;

b) a description of the financial progress of the Project, in the form of an interim financial report by the Project Promoter in the format communicated by the Programme Operator, containing two statements: one on expenditure incurred during the reporting period and the other on expenditure forecast and requested for the next reporting period. It will be accompanied by the related supporting documents and the status of all audit/control missions carried out at project level. The Project Promoter shall justify in the interim financial reports the payments made under the project in Lei equivalent as follows:

1. The currency rate used by the PP for reporting in Lei the expenses incurred by external partners in euro and justified by audit reports is the InforEuro course of the month of the registration in the accounts of the Project Promoter of audit reports received from external partners.



2. If the method of reimbursing expenses made by external partners is applied, then the conversion of the amounts spent from euro into lei is made at the rate of InforEuro in the month of registration in PP's accounts of the payment made to the external partner.

Article 7.2. The final report of the project shall contain the same information as the interim reports. In addition, it will contain information on both the general objective, the specific objectives and the activities of the Project and on the results of the Project under the financing contract, the contribution of the Project to the achievement of the results expected by the Programme, the contribution of the project results to the achievement of the Programme objectives (outputs), cross-cutting aspects relevant to the project, the achievement of the Project's objectives and its sustainability.

Article 7.3.

- (1) The Project Promoter will respect the deadlines for the submission of interim reports to the Programme Operator.
- (2) For the first interim financial report (IFR), the period from the date of signature of the financing contract to the first of the deadlines following the calendar shall be taken into account, regardless of the fact that the reporting period is shorter than 6 months as follows:

Reporting period (expenditure over the period)	Forecast period (estimated expenditure over the period)	Deadline for submission of the intermediate technical-financial report
From 1 January to 30 June	from 1 July to 31 December	15 July
from 1 July to 31 December	from 1 January to 30 June	15 January

Article 7.4. The Project Promoter shall submit the final project report to the Programme Operator no later than 60 days after the completion of the Project implementation period.

Article 7.5. The Project Promoter will provide any other information requested by the Programme Operator necessary to the Programme Operator to fulfill the reporting obligations to the National Focal Point and/or the FMC.

Article 7.6. Monitoring and control of Project implementation shall be carried out by the Programme Operator according to its own procedures, and/or other structures responsible for control/verification/audit within the European Economic Area (EEA) Financial Mechanism 2014-2021.

## **CHAPTER 8. JOINT COMMITMENTS OF THE PARTIES**

Article 8.1 The parties undertake to fulfill their tasks and responsibilities for the implementation of this contract, based on appropriate management, transparency and partnership principles, in accordance with existing national legislation and the provisions of Article 1.5 of the Regulation for the implementation the EEA Financial Mechanism 2014-2021.

Article 8.2 The parties undertake to use the information and documents obtained or to which they have access during the implementation period of the project/action in accordance with this contract, the national legislation in force and the provisions of Article 1.5 of the Regulation implementing the EEA Financial Mechanism 2014-2021 on legal provisions relating to transparency, access to information and protection of personal data.

## **CHAPTER 9. THE RIGHTS OF THE PARTIES**



Article 9.1 The Programme Operator reserves the right to suspend the contract immediately (by notification to the Project Promoter):

a) in the case of suspected breach of the contract by the promoter, until the suspicion is invalidated;

b) if the decision to suspend payments and request reimbursement from the Project Promoter is taken by the Financial Mechanism Committee/Norwegian Financial Mechanism (Financial Mechanism Office- FMO) or by the National Focal Point (NFC).

Article 9.2 The Programme Operator reserves the right to terminate the contract if it is found that the project objectives and indicators as declared by the promoter in the approved financing application have not been met. In this case, the Promoter shall be obliged to reimburse the advance granted or any other amounts received and unjustified;

Article 9.3 The Programme Operator may carry out at Promoter level all activities related to verification of the implementation of the funded initiative in accordance with this contract;

Article 9.4 If the Promoter fails to comply with the time limit referred to in Article 7.2, section (m), the promoter shall notify the advance payment obligation.

Article 9.5 If, within 15 days of the date of the notification under Article 8.4, the promoter fails to repay the amounts requested, the PO will issue a decision to recover the amounts granted in advance under Article 15 of the "Joint order MFP/MFE 2840/6560 of 2017 for the approval of the detailed rules for the application of the provisions of the GEO no. 34/2017 concerning the financial management of non-reimbursable external funds under the EEA Financial Mechanism 2014-2021".

Article 9.6 In case of differences, after checking all supporting documents, the PO reserves the right to recover them from the promoter in accordance with the provisions of the GEO 66/2011.

## **CHAPTER 10. OBLIGATIONS OF THE PARTIES**

Article 10.1 Obligations of the Programme Operator

The Programme Operator shall:

a. verify the expenditure declared and the fulfillment of the results of the project on the basis of the documents submitted by the Promoter, who is responsible for the accuracy of the information submitted, and whether the expenditure declared by the promoter has actually been incurred and incurred in accordance with the Regulation implementing the EEA Financial Mechanism 2014-2021 and applicable national law;

b. to ensure that the advance payment for the project is made;

c. to ensure transparency and the availability of documents for which there is presentation obligation mentioned in the Regulation on the implementation of the EEA Financial Mechanism 2014-2021;

d. to ensure, on the basis of data, information and the state of affairs presented and assumed by the Promoter, that the promoter is fully committed and able to implement the project;

e. Reserves the right to carry out all necessary activities related to verification of the implementation of the funded project application in accordance with this contract;

f. The PO shall take all measures to prevent, establish and sanction irregularities in the use of the grant, including by applying financial corrections, in accordance with the applicable provisions of national law and the Regulation;



g. The PO shall be entitled, in the event of suspected breach of the contract by the Promoter, to suspend all payments immediately until the suspicion is invalidated;

h. The PO reserves the right to terminate this contract if it is found that the project objectives and indicators as declared by the promoter in the project application have not been met. In that case, the promoter shall be obliged to reimburse all or part of the sums received.

#### Article 10.2 Obligations of the Promoter:

The promoter undertakes:

a. To use the grant only for the purpose of carrying out the activities of the project covered by this contract;

b. To implement the project on its own responsibility and in accordance with the application (including the budget), together with the clarifications during the evaluation period, as annexes to this contract, with a view to achieving the objectives as specified and approved;

c. To ensure that all conditions imposed on it apply equally to all its partners;

d. To include in the partnership agreements/contracts with them provisions ensuring the effect described above;

e. To individually be accounted for the correct implementation of the project before the Programme Operator in accordance with the legislative provisions in force, as well as with the Regulation on the implementation of the European Economic Area (EEA) Financial Mechanism 2014 – 2021 and the Environment RO implementation Agreement;

f. To assume full responsibility for damages caused to third parties by way of own fault during and in connection with the implementation of the project. The Programme Operator will be relieved of all liability for damage caused to third parties/project partners at the fault of the Project Promoter or project partners;

g. To comply with its obligations regarding communication and information and respect the visual identity of the EEA Financial Mechanism 2014-2021 and ensure appropriate publicity for this project and its sources of funding;

h. To make available to the Programme Operator all required information related to the implementation of the project;

i. Where the submitted reports are not complete or require modifications, the Promoter shall be required to make the solicited additions and amendments and to resubmit the reports within the time limits set out in the notification;

j. To comply with all applicable rules where the project provides for procurement, with the Project Promoter fully responsible for the conduct of the procurement process;

k. To ensure the sustainability of the project results as provided for in the Regulation on the implementation of the European Economic Area (EEA) Financial Mechanism 2014 to 2021 and the Agreement on the implementation of the RO Environment Programme – "Environment, Climate change Adaptation and Ecosystems;

l. To grant immediate and unhindered access to the audit, control or verification actions carried out by the relevant structures under the EEA Financial Mechanisms 2014-2021, in relation to the use of the grant;



m. To take all necessary measures to avoid any conflicts of interest and inform the Programme Operator without delay of any situation that constitutes or might give rise to any such conflict of interest;

n. All documents will be kept for 5 years after the approval of the final report of the RO-Environment Programme, "Environment, Climate Change Adaptation and Ecosystems";

o. To supply the PO with the application for advance/final payment in accordance with the model laid down by the PO (**Annex 4** of this document);

p. To supply the PO with all supporting documents required as evidence of expenditure incurred, together with the final report, within a maximum of 60 days of the end of the project implementation period established under the Contract.

Payment applications shall be submitted in Romanian/English in accordance with the model established by the PO (**Annex 4** presented in this document).

r. To provide the PO with supporting documents justifying the advance, marked "financed under the EEA Financial Mechanism 2014 – 2021 under contract No..." in the cPOy marked "certified true cPOy" and a list of supporting documents provided, in accordance with the model established by the PO.

The Promoter states its agreement that his or her personal data will be used and processed for the purposes of his or her activities by the Programme Operator;

s1. To keep separate accounts for this project using specific analytical accounts ,

s2. To be familiar with, comply with and apply the provisions of the Regulation on the implementation of the Financial Mechanism of the European Economic Area (EEA) 2014 -2021 and the Agreement on the implementing of the RO Environment Programme;

t. To provide the PO with interim reports (WHERE APPLICABLE)/final report within the time limits laid down in this contract, accompanied by the supporting documents required as proof of expenditure effected, in accordance with the PO's instructions. External documentary evidence, issued by a supplier outside Romania to the Promoter or Partner, will be presented in English or accompanied by a translation thereof into Romanian or English by an authorized translator;

v. To take all measures to prevent irregularities as defined in national legislation on the prevention, detection and sanctioning of irregularities and in the Regulation;

x. To keep separate accounts for this initiative using specific analytical accounts;

y. To pay amounts declared ineligible as well as unused amounts within a maximum of 15 days of receipt of notification from the PO to that effect;

z. To declare that the activities and expenditure under the RO-Environment Programme are not and have not been funded, in part or in full, from any other public or private sources of financing;

aa. To declare that it agrees that its personal data will be used and processed for the purposes of the activities by the PO.

bb. To ensure that project partners are informed sufficiently in advance of project changes

cc. Shall transmit to project partners the amounts received from the Programme Operator and due to them within a maximum of 5 days and provide proof of the bank transfer.

## CHAPTER 11. MODIFICATION OF THE CONTRACT



Article 11.1. Any amendment to the Contract or its annexes must be made in writing, by means of an amendment to the contract in the event of major modifications or by means of a notice attached to the contract in the case of minor modifications. Exempt from these provisions are the changes in the budget lines within the project budget, if they do not affect the main objective of the project, and the financial impact is limited to the transfer of a maximum of 20% of the amount initially allocated for a budget line of eligible expenses, within the framework of another / other budget line of eligible expenditure included in the detailed budget of the project.

**Article 11.1.1. Major changes**

a. A major change will be considered to signify any change affecting the value, duration, activities and results, changes which would call into question the decision to allocate the grant, and also the eligibility of the Promoter, changes to the budget lines of the project, if they do not affect the main objective of the project, and the financial impact exceeds 20% of the amount initially allocated for one eligible expenditure budget line under another eligible expenditure budget line(s) included in the detailed project budget.

b. If the modification is requested by the Promoter, it must send the request to the PO at least 10 days before the date on which the amendment is intended to enter into force.

c. The Promoter shall attach to the request the justification for the change it wishes to make, the possible impact on the budget lines and the risk assessment on the activities and results of the project, as well as the prPOosal for an amendment.

d. The Programme Operator shall analyze the documents received and if the modification is necessary and duly justified, grant approval to the amendment of the contract by signing the addendum which will become part of the contract.

**Article 11.1.2. Minor changes**

a. Minor changes shall be considered to be: a change of address, bank account, person or contact details, the administrator, a change in the calendar of activities or other such changes that have no impact on the budget of the project.

b. Minor changes may only be notified to the PO, but shall not affect the right of the PO to POpose the modification made by the Promoter, in writing, within 7 days of receipt of the notification.

c. The Promoter is required to provide the Programme Operator with detailed justification of the changes and an analysis of their impact on the project.

d. If no reply has been received within this period from the PO, it shall be considered as tacit approval of the amendment.

**CHAPTER 12. PUBLICITY OF THE PROJECT**

Article 12.1. The Project Promoter shall undertake to comply with the information and publicity obligations in accordance with the Regulation and the information and publicity requirements in Annex 4 thereto, taking all necessary measures to ensure the implementation of the undertaken Publicity Plan.

Article 12.2. The Project Promoter shall notify the Programme Operator at least 14 days in advance of any promotion events planned under the Project advertising plan. Any material intended for the publicity of the project shall be submitted to the Programme Operator for approval before the Project Promoter or Project Partners have carried it out.



Article 12.3. Throughout the Project's official communication (e.g. any notification, publication, website or project event, including conferences or seminars), it must be specified that the project has received funding under the Programme "Environment, Climate change Adaptation and Ecosystems" RO- Environment, financed by the Financial Mechanism of the European Economic Area (EEA) 2014-2021, through the appropriate display of the visibility elements, in accordance with the provisions of the EEA MF Visual identity Manual 2014-2021.

**CHAPTER 13. NOTICES AND WRITTEN COMMUNICATIONS**

Article 13.1 Any communication between the parties concerning or in connection with this Financing Contract or its performance shall be drafted and transmitted in writing in Romanian or in English.

Article 13.2 Communications between the parties shall be sent by post, fax, electronic mail or delivered to the addresses designated by the parties for that purpose. Any written document must be recorded both at the time of transmission and at the time of receipt.

Article 13.3 Where there is a time limit for the receipt of a written communication, the sender must request acknowledgment of receipt of such communication.

Article 13.4 Any notice, consent, approval, certification or decision of any party to the contract shall, unless otherwise provided, be in writing and shall be dispatched without undue delay.

Article 13.5 The official addresses to which all documents are to be sent are as follows:

(1) Mailing address (PO):

Directorate for Accessing External Funds  
Ministry of Environment, Waters and Forests  
12, Libertății Blvd., sector 5, Bucharest, Romania

(2) Contact person (beneficiary):

.....  
Position: .....  
Tel.:.....  
E-mail: .....  
Registered office: .....

The Parties shall communicate in writing, within five working days, any changes to the above-mentioned official addresses

**CHAPTER 14. TERMINATION OF THE CONTRACT**

Article 14.1 The contract is terminated, in accordance with the law, by enforcement, by agreement of the parties, unilateral termination, expiry of the time limit, fulfillment or, where appropriate, failure to comply with the contract, forced impossibility of enforcement, and any other legal causes.

Article 14.2 The parties may request termination of the financing contract, which is equivalent to early termination of the contract and which occurs in the event of a contracting party's failure to perform obligations arising from the conclusion of the contract, as follows:

- a) The PO reserves the right to terminate the contract if it is found that the project objectives and indicators, as stated by the promoter in the approved financing application, have



not been fully fulfilled (de jure); without the need for further formality and without the intervention of any authority or court.

b) The Promoter may request termination by written notification (delay) addressed to the PO as soon as said Promoter becomes aware that he is unable to comply with the contract, in which case the PO shall notify the promoter of the obligation to refund the advance granted or any other amounts received and not justified.

**CHAPTER 15. APPLICABLE LAW**

Article 15.1 The provisions of this contract will be governed, interpreted, understood and applied in accordance with current national law and the legal framework of the EEA Financial Mechanism 2014-2021.

Article 15.2 All possible disputes arising from or relating to the implementation of this contract which cannot be resolved amicably will be settled by the competent courts.

Article 15.3 The Parties agree that this contract is governed by Romanian law.

**CHAPTER 16. FINAL PROVISIONS**

Article 16.1 The language of the Financing Contract will be Romanian.

Article 16.2 The term "day" refers to a calendar day unless otherwise specified separately.

Article 16.3 If there are inconsistencies or differences between the provisions of this contract on the one hand, and of the national legislation in force or the Regulation on the other, the latter shall prevail.

Done in 2 original copies in Romanian, one copy for each signatory party.

**Programme Operator**

**Project Promoter**

**Minister of Environment, Waters and Forests**

**Costel ALEXE**

**Legal Representative**

.....  
.....

**Date .....**

**Date .....**



## Annex 1

### Intermediary (technical) Progress Report

Entity name, contact information	
Project title and code	
Project localization	
Project value	Lei/Euro
Project implementation period	
Reporting period	

#### 1. PROJECT ACTIVITIES IMPLEMENTATION

*Describe briefly the actions implemented inside every activity in the specified reporting period, following the model:*

Activity/sub-activity name	Progress description during the reporting period	Planned implementation period	Actual implementation period
<i>Activity 1</i>			
<i>Sub-activity 1.1.</i>			
<i>Sub-activity 1.2.</i>			
<i>Activity 2, etc.</i>			
Are there deviations from the original calendar? What are they?			
If there are important deviations regarding activities/sub-activities implementation, answer the following questions:			



What are the specific motives of the deviations?	
What are the implications on the project?	
What corrective measures have been or will be taken?	
Other comments:	

## 2. INDICATORS ACHIEVEMENTS AND QUALITY OF THE RESULTS

Activity/ sub- activity name	Name of the result	RESULT INDICATOR				
		Scheduled date of implement ation	Expected value	Accomplished value until the last approved report	Accomplis hed value in the reporting period	Implemen- tation rate (%)
<i>... insert lines for every assumed indicator</i>						

## 3. PUBLIC PROCUREMENT

*Where procurement procedures were used/launched, please provide brief information on the procedures. Provide references and documentation where appropriate. Present the implementation stage of the procurement plan according to the following model:*

Current number	Purchased service/ equipment/ work description	Estimated value (RON, VAT included)	Procure- ment procedure used	Procedure starting date	Completion date (estimated)	Procedure stage	Contractual value (if applicable) – RON, VAT included



If there are important deviations regarding procurement procedures progress, answer the following questions:							
What are the specific reasons of the deviations?							
What are the implications on the project?							
What corrective measures have been or will be taken?							

**4. INFORMATION AND PUBLICITY**

*Which were the information and publicity actions implemented during the reporting period? Present the progress registered in the implementation of the publicity plan. Please provide actual examples (web address, attached files, etc.) of the measures through which the project contributed to the increasing of the information and publicity degree on the EEA Financial Mechanism and Program 2014–2021.*

**5. RISC MANAGEMENT**

Are there any changes in the project risk situation? In the cases of risk-related issues/incidents occurrence, please specify how were they handled?  
Show the progress registered in the implementation of the risk management plan for your project.

**6. OTHER RELEVANT INFORMATION**

**7. Contractual issues (notifications, amendments etc.)**

*Please specify all notifications, amendments, as well as any other documents that intervened between Program Operator and project promoter regarding the project implementation until the date of the present progress report.*

**8. FINANCIAL PROGRESS**



In this section, the following will be presented:

- Detailed expenditures incurred during the current reporting period;
- Balance sheet situation at the date of the report;
- Expenditures estimation for the next reporting period.

The information mentioned above will be structured according to the model Financial Report (as presented in **Annex 2<sup>2</sup> of this document**), for the verification and authorization of expenditures within the projects financed by the RO-Environment Program.

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<sup>2</sup> Annex 2 will be filled by using the provided electronic format (.xls)





ACTIVITY 3 ....., etc.									
OVERALL TOTAL									

Estimation of the expenditures that are to be incurred during the next reporting period							
Next reporting period:				month/year - month/year			
Expenditure category	Amount estimated without VAT (RON)	Amount estimated VAT included (RON)	Amount approved in the budget	Amount estimated in EURO	National Co-financing (RON) 15%	FM EEA grant contribution (RON) 85%	Contribution of the Applicant/Parteners (RON) - 10%
Activity 1 .....							
expenditure category x...							
...							
...							
TOTAL ACTIVITY 1							
ACTIVITY 2							
TOTAL ACTIVITY 2							
ACTIVITY 3 ..... Etc.							
...							
OVERALL TOTAL							
SIGNATURE, Legal Representative							

## FINAL TECHNICAL FINANCIAL PROJECT REPORT

Name of the organization, contact details	
Project title and code	
Project location	
The value of the project	<i>RON/Euro</i>
The initial implementation period of the project, according to the financing contract	<i>As provided in the financing contract at the date of its signing.</i>
Effective project implementation period	<i>The number of months and the implementation period will be specified according to the last additional act extending the project implementation period.</i>
Reporting period	<i>From the date of signing the contract until the last day of implementation according to the financing contract and the last act additional extension of the period of implementation.</i>

## Summary

<p><b>The general objective of the project:</b> (description of it as it was provided in annex no. 6 to the financing contract)</p> <p><b>Specific Objectives:</b> (the intended objectives will be listed in annex no. 6 to the financing contract)</p> <p><b>Project activities:</b> (as provided in annex no. 6 to the financing contract)</p>
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## 9. Project results according to the financing contract

Name of the activity / Sub-activity	Denumire rezultat	Data planificată de realizare	Valoare prognozată	Procent de realizare
<i>Activity 1</i>				
<i>Sub-activity 1.1.</i>				
<i>Sub-activity 1.2.</i>				
<i>Activity 2, etc.</i>				
Other comments:				

**10. The contribution of project to the achievement of the results expected (output) by the RO-Environment Program**

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**11. The contribution of project results to the achievement of the objectives (outcome) of the RO-Environment Program**

The indicators of the RO-Environment Program are set at a reference minimum, namely: (the indicators for each call provided will be specified in the funding guide and the number of results foreseen in the project).

**12. IMPLEMENTATION OF PROJECT ACTIVITIES**

**4.1 DESCRIPTION OF THE ACTIVITY**

<b>Name of the activity / sub-activity</b>	<b>Description of activities and results obtained</b>	<b>Implementation period according to the financing contract</b>	<b>Actual completion period</b>
<i>... lines will be inserted for each assumed indicator</i>			
<b><i>Were there any deviations from the original schedule? Which have been?</i></b>			
<b>If there have been significant deviations in the implementation of activities / sub-activities, answer the following questions:</b>			
<b><i>What were the specific reasons for these deviations?</i></b>			
<b><i>What were the implications for the project?</i></b>			
<b><i>What corrective action has been taken?</i></b>			
<b><i>Other comments:</i></b>			

#### 4.2. Contractual aspects (notifications, additional documents, etc.)

Please mention all notifications, additional documents as well as any other documents that have occurred between the Program Operator and the project promoter related to project implementation.

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#### 13. ACHIEVEMENT OF INDICATORS AND THE QUALITY OF THE RESULTS<sup>3</sup>

Activity name	Name of result	The importance of the result and its use	Value Forecasted	Percentage of achievement	Sustainability	Beneficiaries of the result

#### 14. PUBLIC PROCUREMENT

Please provide brief information on the progress of the procurement procedures. Provide references and documentation where appropriate.

No.	Description of service / of the equipment / work purchased	Estimated value (RON, VAT included)	Procurement procedure used	Contracted value (RON), VAT included	The utility in order to achieve the project indicators	Sustainability	Beneficiaries

There were significant deviations regarding the conduct of procurement procedures, answer the following questions:

What were the specific reasons for these deviations?	
What were the implications for the	

<sup>3</sup> The final report will include reports on the implementation of each activity / sub-activity separately, correlated with deliverables. The implementation reports will contain information on the results of the activities / sub-activities (such as studies, reports, data sets, etc.)

project?	
What corrective measures were taken?	

**15. INFORMATION AND ADVERTISING**

*What were the information and publicity actions implemented during this reporting period?  
Present progress in implementing the advertising plan  
Please provide concrete examples (web address, attachments, etc.) of the measures by which the project contributed to the increase of the degree of information and publicity of the EEA Financial Program and Mechanism 2009 - 2014.*

**16. RISK MANAGEMENT**

*Are there any changes to the risk situation of the project? If there were issues / incidents associated with the risks, please specify how they were managed?  
Present the progress of the implementation of the risk management plan related to your project.*

**17. TRANSVERSAL AND HORIZONTAL THEMES**

*Please briefly present the way in which the implementation of the project contributed to the cross-cutting themes of the program:*

- good governance and sustainable development
- transparency
- gender equality
- zero tolerance for corruption

**18. BILATERAL COOPERATION**

*If the project is implemented in partnership with organizations from Donor States, please briefly present how the partnership took place during the current reporting period.  
If you have encountered difficulties from a partnership perspective, please describe the problems encountered and the way they were managed.*

**19. OTHER RELEVANT INFORMATION**

**20. FINANCIAL PROGRESS**

In this chapter the following will be presented:

- detailing the expenses incurred during the current reporting period;
- balance sheet situation at the reporting date;
- estimate of expenses for the next reporting period.

The information mentioned above will be structured according to the model Financial Report (as presented in **Annex 2<sup>4</sup> of this document**), for the verification and authorization of expenditures within the projects financed by the RO-Environment Program.

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<sup>4</sup> Annex 2 will be filled by using the provided electronic format (.xls)

**Annex 4 - Advance / Intermediate / Final Payment Request**

**PP HEADER**

***ADVANCE / INTERMEDIATE / FINAL PAYMENT REQUEST***

**1. Advance / intermediate / final payment request no..... from the date of .....**

**2. Data about the Project Promoter:**

Name:

Address:

Tax code:

Project manager:

(Name, title/position, telephone, fax, e-mail)

**3. Details of the account opened with the treasury**

Treasury

IBAN ACCOUNT

**4. By this Advance / Intermediate / Final Payment Request request the amount of: ..... RON, in accordance with art. .... from the Financing contract no. ....**

**Project Promoter Representative:**

**Name and surname:**

**Title/Position:**

**Signature:**

**Date:**