



MINISTRY OF ENVIRONMENT,  
WATERS AND FORESTS

Iceland   
Liechtenstein  
Norway grants

**The financial mechanism of the European Economic Area 2014-2021  
of the RO-Environment Programme,  
"Environment, Adaptation to Climate Change and Ecosystems"**

**Guidelines for Applicants  
Bilateral Relations Fund**

**Launch of the 1<sup>st</sup> Call:** September 16<sup>th</sup>, 2020

**Deadline for submitting the Financing Applications:** until the depletion of allocated funds

**Budget of the call - 50.000 euro**



## CONTENT

1. Context
2. Institutional and legislative framework
  - 2.1. Institutional framework
  - 2.2. Legal framework
3. About the Fund for Bilateral Relations
4. Eligible Beneficiaries and Partners
5. Eligible activities
6. Budget and financing
7. Eligibility and payments
  - 7.1 Eligibility
  - 7.2 Payment
8. Submission of funding applications:
9. Application Evaluation
10. Contestations
11. Contracting
12. Reporting
13. Contact
14. Annexes



Objective: The objective of the Applicant's Guide of this Bilateral Fund is to facilitate the establishment of bilateral partnerships between eligible entities from the Donor States Iceland, Liechtenstein and Norway and Romania as Beneficiary State with the intention to prepare joint project applications for future project calls which will be launched under the RO-Environment Programme.

## 2. Institutional and Legal Framework

### 2.1. Institutional framework

**The Ministry of European Funds** acts as the **National Focal Point** and represents Romania in its relations with the Financial Mechanism Committee. The National Focal Point will have the overall responsibility to achieve the objectives of the EEA Financial Mechanism 2014 - 2021, and to implement it in Romania.

The **Certifying and Paying Authority** within the Ministry of Public Finance acts as **Certifying Authority (CA)**; it certifies the amounts included in the expenditure statements submitted to the Financial Mechanism Office and receives the EEA Grants amounts transferred to Romania.

The **Central Harmonization Unit for Public Internal Audit (CHUPIA)** within the **Ministry of Public Finance** acts as the Audit Authority and performs audits of the management and control systems, at Programme and individual projects level.

The **Ministry of Environment, Waters and Forests** acts as **Programme Operator (PO)** and is in charge with preparing and implementing the Programme in compliance with the principles of economy, efficiency and effectiveness; it mainly performs the following activities:

- ensures that the projects contribute to the overall objectives of the European Economic Area (EEA) Financial Mechanism 2014-2021 and of the Programme;
- receives the applications, evaluates, notifies applicants of the result of the evaluation and signs financing contracts for each application who is in the list of grants approved by PO;
- verifies the compliance of the expenditures declared by the Beneficiaries, their compliance with the Regulation on the Implementation of the European Economic Area (EEA) Financial Mechanism 2014- 2021, the Programme Agreement and the national and EU legislation;

The RO-Environment Programme partner from the Donor States is the Norwegian Environment Agency.



## 2.2 Legal framework

The present call for applications is governed by the legislation and regulations that are specific to the European Economic Area (EEA) Financial Mechanism 2014-2021 and to the RO-Environment Programme.

- a) Memorandum of Understanding on the implementation of the EEA Financial Mechanism 2014-2021 between Iceland, The Principality of Liechtenstein and Kingdom of Norway and the Government of Romania, signed on 13 of October 2016;
- b) Protocolul 38b of the Agreement on the European Economic Area;
- c) Regulation on the implementation of the European Economic Area (EEA) Financial Mechanism of the 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 Financial Mechanism of the European Economic Area (EEA) 2014-2021 from September 8, 2016 and confirmed by the Standing Committee of the EFTA States from September 22, 2016;
- d) RO-Environment Programme Agreement
- e) Agreement on the Financing of the Fund for Bilateral Relations 2014-2021
- f) Government Emergency Ordinance no. 34 / 05.05.2017 regarding the financial management of the non-reimbursable external funds related to the Financial Mechanism European Economic Area 2014-2021 and the Norwegian Financial Mechanism 2014-2021, approved by Law no. 206/2017, as subsequently amended and supplemented;
- g) Order of the Minister of Public Finance and the Minister of Development, Public Administration and European Funds no. 2840/6560/2017 for the approval of the Methodological Norms for applying the provisions of the Government Emergency Ordinance no. 34/2017 on the financial management of the non-reimbursable external funds related to the Financial Mechanism of the European Economic Area 2014-2021 and the Norwegian Financial Mechanism 2014-2021;
- h) Order of the Minister of European Funds no. 348 / 21.05.2018 for the approval of the Rules for applying the lump sums for trips financed from the Fund for bilateral relations and the Technical Assistance Fund within the Financial Mechanism of the European and Norwegian Economic Area 2014-2021
- i) Government Emergency Ordinance no. 66/2011 of 29 June 2011 on preventing, finding and sanctioning the irregularities found in accessing and using European funds and/or related public national funds, approved by Law no. 142/2012, with subsequent changes and additions.
- j) Government Decision no. 875 / 2011 for approving the Methodological Norms for applying the provisions of the Government Emergency Ordinance no. 66/2011 on preventing, finding and sanctioning the irregularities found in accessing and using European funds and/or related public national funds, with subsequent changes and additions.
- k) Government Decision no. 43/2020 on the organization and functioning of the Ministry of Environment, Waters and Forests.



### 2.3. About Fund for Bilateral Relations

The Fund for Bilateral Relations is a flexible source of support for initiatives of common interest for both donor and Romanian entities, which will help to strengthen cooperation and improve mutual knowledge and understanding between institutions, private or public organizations in Romania, on the one hand, and Norway, Iceland and Liechtenstein, on the other. The fund aims to strengthen contact, cooperation and knowledge at all levels - administrative, political and cultural between Romania and donors.

The fund managed at the level of the Programme Operator (Ministry of Environment, Waters and Forests) with the role of supporting bilateral initiatives in the context of the RO - Environment Programme, "Environment, Adaptation to Climate Change and Ecosystems", is in the amount of 150,000 euro. The Budget for this call is 50,000 euro.

**General objective of the Programme:** improving the ecological status of ecosystems and reducing the advanced effects of pollution and other human activities; mitigating climate change and reducing vulnerability to climate change.

The programme is structured on the following 4 major areas:

1. Improving the ecological status of supported habitats;
2. Improving the capacity to manage and address the risks posed by hazardous substances;
3. Increasing local capacity to reduce emissions and adapt to climate change;
4. Improving geographical information tools for existing decision-makers.

### 3. Context

The EEA Grants represent the contribution of Iceland, Liechtenstein and Norway to reducing economic and social disparities in the European Economic Area and to strengthening bilateral relations with the 15 beneficiary states of the European Union.

The Memorandum of Understanding was signed by the Romanian Government on 13 October 2016 in Bucharest, and it establishes the identification of the programs approved for financing with the main expected objectives and results, the identification of the Programme Operators, and the accepted pre-defined projects.

More information regarding the European Economic Area (EEA) Financial Mechanism 2014-2021 can be obtained from the following websites: [www.eeagrants.org](http://www.eeagrants.org).

**The Programme will seek to stimulate and develop long-term cooperation between Iceland, Liechtenstein, Norway (hereafter referred to as “the Donor States”) and Romania, and to encourage bilateral project partnerships in the following focus areas of the Programme:**

- a) **Ecosystems and biodiversity.** The programme will address restoration of wetlands and peatlands and will target the most severely degraded wetlands/peatlands. The restoration will ensure the long-term maintenance of these fragile ecosystems and at the same time will help reduce or prevent the release of carbon dioxide and methane into the atmosphere, thus reducing the effects of climate change. Funds will be awarded through



an open call financing 4 projects through a financing that will be opened later (NE Zone 1 - 12 zones, NE Zone 2 - 12 zones, Center Zone - 11 zones, NV Zone - 10 zones). The peatlands have been grouped by regions, so that the projects can be implemented in a more efficient way. The rehabilitated area is estimated at 11,22 km<sup>2</sup>.

**b) Hazardous substances.**

**c) Climate change mitigation and adaptation.**

- 1) Eight municipalities will be supported via a small grants scheme to develop adaptation and mitigation plans.
- 2) Subsequently, an open call for the most relevant plans and local measures will be launched, to assess and select the most appropriate measures for implementation. Up to 4 plans will be supported.

**4. Eligible Beneficiaries and Partners**

Beneficiaries and eligible partners under the RO-Environment Programme are considered any public or private entity, commercial or non-commercial, as well as non-governmental organizations established, as legal entities, in the donor states (Iceland, Liechtenstein or Norway) or in the beneficiary state (Romania).

To be eligible for this call, applicants and partners must meet the following conditions:

- a) To be registered as legal entities in Romania or in one of the Donor States
- b) To be able to carry out activities in the fields of interest of the RO-Environment Programme
- c) It falls into one of the categories mentioned in the previous paragraph

**5. Eligible activities**

In accordance with Article 8.8 of the Implementing Regulation, the following types of activities are considered eligible under the Bilateral Relations Fund:

- a) Activities aimed at strengthening bilateral relations between Donor States and Beneficiary States
- b) Search for partners for projects in partnership with Donor States, before or during the preparation of a project application, development of such partnerships and preparation of a project application in partnership with Donor States
- c) Relationship, exchange, sharing and transfer of knowledge, technology, experience and good practices between Beneficiary States entities and Donor States entities and / or international organizations
- d) Activities aimed at strengthening cooperation and the exchange of experience and good practices between Programme Operators and other similar entities within the Beneficiary States and Donor States, as well as international organizations, provided that at least one entity from the Donor States is involved in activity.

***This call for proposals for applications under the Bilateral Relations Fund aims to support the identification of project development partners in partnership with entities from Donor States under the RO-Environment Programme.***



Activities can only be carried out in Romania, Norway, Iceland or Liechtenstein (Donor States). The activities of the application must involve a Partner from Romania (if the applicant is from the Donor States) / a partner from the Donor States (if the applicant is from Romania).

**The role of the bilateral initiative is to facilitate the expression of a partnership intention (Letter of Intent) between the applicant and at least one Partner, in order to develop a future project to be implemented within the RO-Environment Programme. The partnership intention (The partnership expression of interest) will be concluded in English, according to art. 3 point 2 of the Programme Agreement and art. 7.7 point 4 of the Regulation.**

**Bilateral initiatives will pursue the fulfilment of the following indicators:**

1	Number of letters of intent to be concluded
2	Number of project proposals to be submitted
3	Number of persons / experts in Romania involved in bilateral activities
4	Number of persons / experts from Donor States involved in bilateral activities

## 6. Budget and Financing

**Budget of the call: 50.000 Euro.**

*Note: The Programme Operator is entitled to adjust the budget of the call, based on an analysis of the interest shown by applicants and depending on the possible savings.*

**Non-reimbursable grant rate:** 100% of eligible costs.

a) In the case of travel support, the financing from the Bilateral Relations Fund is a flat rate grant (is a standard rate). An Applicant may receive funding under this application for bilateral Initiatives only once and may be awarded for the travel of a maximum of 2 persons within the applicant organization. For external trips to Donor States/ Romania the maximum amount for one person is regulated according to Order of the Minister of European Funds no 348/2018:

- EUR 1,260 for traveling to Norway from Romania
- EUR 1,635 for traveling to Iceland from Romania
- EUR 1,025 for travel to Liechtenstein from Romania
- EUR 1,280 for travel to Romania from Donor States

The amounts are calculated for 3 full days. Lump sums are granted for a full day (24 hours) and not for fractions of time. An applicant may receive financial support from the Bilateral Relations Fund only once.

**The real cost method does not apply in this call for bilateral initiatives.** (*Real costs are costs actually paid. This method does not apply to the call proposal but applies the lump sum as provided for the Order of the Minister of the European Funds no. 348/2018 f for the approval of the Rules for the application of lump sums for travel financed by the Bilateral Relations Fund and the Technical Assistance Fund under the financial mechanisms European and Norwegian Economic Area 2014 – 2021. The results / objectives achieved by the work carried out are*



*defining the award of the funding)*

## 7. Eligibility and Payments

**Call launch date:** September 16<sup>th</sup>, 2020

**Deadline for submission of proposals for bilateral initiatives:** until the funds dedicated to this call are exhausted. Proposals for bilateral initiatives will be evaluated in chronological order, depending on the date of registration.

All bilateral initiatives funded under this call must be completed before submitting the project application for one of the 3 areas of the Ro-Environment Programme.

### 7.1 Eligibility

According to Chapter 8 of the Regulation on the implementation of the European Economic Area (EEA) Financial Mechanism 2014-2021, the eligible expenditure of a bilateral initiative is that which meets the following criteria:

- a) there are indicated in the budget of the bilateral initiative;
- b) they must be used for the sole purpose of achieving the outcome(s) of the bilateral initiative, in a manner consistent with the principles of economy, efficiency and effectiveness;
- c) there are identifiable and verifiable, in particular through being recorded in the accounting records of the applicant and determined according to the applicable accounting standards of the country where the applicant is established and according to generally accepted accounting principles.

Conditions for the eligibility of expenditures:

- The costs are in connection to/or associated with the search for Partners for Donor State partnership projects and the development of such partnerships;
- A partnership project must consist of at least one entity from Romania and one entity from one of the Donor States;
- The applicant must present a project idea in the areas related to the RO-Environment Programme - and demonstrate that they intend to get involved either as a promoter or as a partner carrying out important activities within the project (Partnership expression of interest).

Types of eligible expenditures (both Romanian and Donor States applicants): travel costs granted as a lump sum. Lump sums for travel include costs related to transport, accommodation and per diems (which include expenses related to meals, local transport, travel insurance, telephone calls, foreign exchange commissions, fare differences).



## 7.2 Payments

Applicants may opt for either an advance payment and a final payment system, depending on the funding needs of the proposed bilateral initiative, as follows:

- The advance payment involves the granting of an advance for the scheduled activities of a maximum of 100% for public entities and a maximum of 70% for other entities of the eligible value of the action, based on a request for advance payment, in accordance with Annex 4 to this Guide.
- A final payment of the difference of 30%, on the basis of a final payment request, in accordance with Annex 4 to this Guide.
- reimbursement of expenses incurred by the Promoter based on the request for reimbursement submitted together with the implementation report and the supporting documents.

## 8. Submission of funding applications:

Applications are submitted in Romanian and English language for applicants from Romania and in English language for applicants from Donor States.

### The application file will include:

- Funding application (Annex 1 to this guide) in Romanian / English. The applicant will submit the completed funding application in scanned format (pdf) signed by the applicant's legal representative;
- Declaration of eligibility (Annex 2 to this guide) in Romanian / English. The applicant will send the annex completed and signed by the legal representative of the applicant;
- Invitation send to the beneficiary or equivalent correspondence
- Proof that the persons making the trips are employees of the applicant or his partner
- Proof of registration in the Register of Associations and Foundations, if the applicant is such an entity.
- Power of attorney, if applicable

Both Romanian applicants, as well as applicants from Donor States will express the budget in euro and lei (using the inforeuro exchange rate valid on the date the application is submitted).

The application file shell be sent electronically, scanned in pdf. format, up to 10MB size, to e-mail address [See2014-2021@mmediu.ro](mailto:See2014-2021@mmediu.ro) and in cc to [daniela.covalinschi@mmediu.ro](mailto:daniela.covalinschi@mmediu.ro), with acknowledgment receipt. All documents exceeding this dimension are transmitted using “wettransfer” application with the subject “funding application .... (Applicant's name)”. The date of submission of the application will be considered the date of confirmation of receipt with registration number from the Programme Operator. If the applicant does not receive the registration number he has the obligation to contact the Programme Operator.

Each applicant will be informed of the outcome of the evaluation. The applicant whose proposal has been rejected may submit another proposal.



The original financing application will be submitted after its approval, as an annex to the financing contract.

*Note: Expenses incurred by the Applicant must be made between the initial date and the final date of the application, according to the contractual provisions.*

## 9. Evaluation of the Applications

Submitted applications are evaluated continuously as they are registered, until the entire financial allocation is spent. The evaluation shall be performed by experts appointed by the Programme Operator in accordance with the Evaluation Grid (Annex 7 to this guide) in maximum 7 working days. During the evaluation, the Programme Operator may request, if deemed necessary, a maximum of two clarifications. Only applications that receive a "YES" in all fields will qualify for funding. The list of approved applications will be continuously updated on the website [www.eeagrantsmediu.ro](http://www.eeagrantsmediu.ro) until the funds are exhausted according to those mentioned above in chap. 7.

## 10. Contesting

Dissatisfied applicants may file complaint with the Programme Operator within 5 working days from the date of receipt of the rejection notification. If the last day of the term is a non-working day, the term ends at 24.00 of the next working day. In the case of appeals that will be submitted in printed format at the headquarters of the Programme Operator, its work schedule will be taken into account, namely: from Monday to Thursday between 08.30 - 17.00, Friday between 08.30 - 14.30.

Contesting will be sent to the Programme Operator, in one of the following ways:

- by email: [See2014-2021@mmediu.ro](mailto:See2014-2021@mmediu.ro) and in cc la [daniela.covalinschi@mmediu.ro](mailto:daniela.covalinschi@mmediu.ro) , .
- in printed format, at the headquarters of the Programme Operator:

Contesting shall be in writing and shall contain the following elements:

- a) the name and surname of the legal representative of the applicant;
- b) the name and headquarters of the applicant, the fiscal identification code, registration number in the Trade Register. The e-mail address or fax number, as the case may be, to which the reply may be communicated shall also be indicated;
- c) Specifying the document that is the object of the appeal;
- d) The object of the contesting;
- e) Motivation in fact and in law of the contesting;
- f) Signature of the legal representative of the contestant.

## 11. Contracting

The applicant will be informed of the result of the evaluation within a maximum of 3 working days from the end of the evaluation. When signing the contract the applicant will present the "Financial Identification form" provided in Annex 6 of this guide. The contract will be signed



within a maximum of 15 working days from the notification of the Applicant regarding the acceptance of the application.

Applicants admitted to receive funding will sign a Financing Contract in triplicate with the Programme Operator. The financing contract shall set out the terms and conditions of the financing, as well as the roles and responsibilities of the parties, and the provisions relating to payments.

In order to receive financial support for the bilateral initiative, the applicant is required to open a dedicated account and submit an account statement or address attesting to the applicant's bank account.

The value of the financing contract concluded between the Programme Operator and applicant is expressed in euro and lei, calculated at the exchange rate valid in the month of signing the contract.

All payments will be made in LEI for Romanian applicants and in EURO for Donor States applicants, in accordance with the provisions of the Financing Agreement and the Implementing Regulation.

## 12. Reporting

Within 30 days of the completion of the travel provided for by the bilateral initiative, applicants must submit an Implementation Report (Annex 5), accompanied by a request for payment - (Annex 4) and supporting documents to prove compliance with the indicators ( travel reports, boarding passes, meeting photos, partnership expression of interest) listed in Annex 3 to this guide.

The documents, copies according to the original, and in scan format (external memory / CD / DVD) will be submitted to the registry of the Programme Operator.

## 13. Contact

For clarifications, the applicants may address the following contacts:

### 1. Ministry of Environment, Waters and Forests

Contact persons:

Marisanda Pîrîianu - Director of the External Funds Access Department, Programme Manager

E-mail: [marisanda.piridianu@mmediu.ro](mailto:marisanda.piridianu@mmediu.ro)

Phone: +40 21 408 9587

Daniela Covalinschi - public manager, Public Policy Unit, responsible for bilateral relations

Phone: +40 21 408 9622

[daniela.covalinschi@mmediu.ro](mailto:daniela.covalinschi@mmediu.ro)

### 2. Contact details for additional partner search information for Norway, Iceland and Liechtenstein:



MINISTRY OF ENVIRONMENT,  
WATERS AND FORESTS

Iceland   
Liechtenstein  
Norway grants

### **Norwegian Environment Agency**

Contact:

**Svein Terje Baatvik**

svein.terje.batvik@miljodir.no

Senior Adviser, Section for the High North and Bilateral Relations

Norwegian Environment Agency

Phone: +47 73 58 05 00

Mobile: +47 91 61 84 44

E-mail: svein.terje.batvik@miljodir.no

Address: PO Box 5672 Torgarden, N-7485 Trondheim, Norway

Physical address in Oslo: Grensesvingen 7, N-0661 Oslo

Physical address in Trondheim: Brattørkaia 15, N-7010 Trondheim

Web: [www.environmentagency.no](http://www.environmentagency.no) - [www.environment.no](http://www.environment.no)

### 14. Annexes

Annex 1 - Funding application

Annex 2 - Declaration of eligibility

Annex 3 - Supporting documents to justify the expenses

Annex 4 - Request for payment

Annex 5 - Implementation report

Annex 6 - Financial identification form

Annex 7 - Evaluation grid

Annex 8 - Template Partnership expression of interest

Annex 9 – Template Financing Contract



*Annex 1*

**APPLICATION FORM**

**PROGRAMME RO ENVIRONMENT**

**Area of the Programme .....**

**the Norway Grants 2014 - 2021**

**Call for proposals**

**Under the Fund for Bilateral Relations**

**within Programme Ro – Environment**

**Environment, Climate Change Adaptation and Ecosystems**

**Project title: .....**

**Name of the Applicant: .....**

---

*(NOTE: the text written in parenthesis, in italics is for explaining the requirements of the application and constitutes instructions for completing the application form and will be deleted when it is completed with the project data)*



## Funding Application form

### A. GENERAL INFORMATION

#### A.1. FINANCING APPLICATION REGISTRATION

*(to be filled by the Programme Operator)*

**Agency:**

**Registration date:** .....

**Name and surname of the registrar:**

.....

*(fill in the name of the responsible person on the behalf of the Programme Operator)*

**Registration number:** .....  
*(fill in the registration number from the Programme Operator registry)*

**Signature:** .....

#### A.2. PROJECT IDENTIFICATION DATA

**Call for projects:**

**Restoration of wetlands and peatlands**

**Applicant name**

*To be completed by the applicant*

**Application title**

*To be completed by the applicant*

**Application duration**

*To be filled in by the applicant*

- **Beginning date**
- **End date**

*Mention the period in which the application will be implemented (visit date)*

**The total value of the application**

*To be filled in by the applicant (the value will be presented in lei and Euro) \**

**Eligible value of the application**

*To be filled in by the applicant (the value will be presented in lei and Euro) \**

**Requested financial contribution requested:**

*To be filled in by the applicant (the value will be presented in lei and Euro) \**

*\* Euro values will be based on the InforEuro exchange rate valid in the month in which the application was submitted*

#### A.3. APPLICATION SUMMARY

*(fill in the information below, maximum 2 pages)*

*Project title:.....*

*A short description of the project will be made which will address the following aspects:*

- *Justification of the need for intervention,*
- *Concise presentation of the main activities,*



*Please describe the expected results of the bilateral application, both in terms of the future funding application and from other perspectives (collaborations, project ideas, published materials and / or articles, etc.).*

*Detail the planned (future) project: idea, objectives, expected results. Describe the roles proposed in the (future) project of your organization and potential project partner.*

*The manner in which the results of the bilateral initiative will contribute to strengthening bilateral relations between donor states and Romania will be highlighted.*

**A.4. Please specify whether this project (or some of the proposed activities) is the subject of another public funding application or has received public funding.**

Yes  / No

If yes, please specify the following information:

**The name of the programme and no. project registration** .....

**Activities financed from other sources (public funds)** .....

**Source of funding** .....

**A.5. Details of persons\* who want to travel**

Organisation	Name	Surname	Position in organisation	Relevant experience for application

\*a person is eligible only on a bilateral application. The person must be employed in the applicant's organization. A maximum of 2 people from the bilateral application will receive the lump sum.

**A.6. The application aims for a project proposal in the following fields:**

- Ecosystems and biodiversity
- Hazardous substances
- Climate change and adaptation

**B. DESCRIPTION OF THE APPLICANT AND PARTNERS**

**B.1.1. INFORMATION ABOUT THE PROJECT APPLICANT**

Abbreviated name

**Legal information regarding the applicant**



Applicant's type <sup>1</sup>	Public institutions			
	Non governmental organisations			
	Trading companies			
	Research institutions			
	Education institutions			
	Others:			
Applicant's category <sup>2</sup>	Public entity			
	Private entity			
Year of establishment of the entity:				
Is the applicant a VAT payer <sup>3</sup> ?	YES		NO	
Unique registration code (CUI / Fiscal Identification Code (CIF))				
Nr. Trade Register Registration (if applicable)				
Registration number in the Register of Associations and Foundations (if applicable)				
Fiscal code				
<b>Applicant mailing address</b> (fill in the mailing address of the main office)				
Street		Number		Postal code
Locality		County		
<b>Applicant legal representative</b> (fill in the data of the person who has the right, according to articles of incorporation, to represent the entity and sign on its behalf)				
Name and surname				
Position				
Telephone number				
Fax number				
E-mail address				
<b>Contact person</b> (fill in the information about the person that will coordinate the Project)				

<sup>1</sup> Check one of the provided categories

<sup>2</sup> Check one of the provided categories

<sup>3</sup> Check YES or NO, as appropriate



<i>implementation – the Project Manager)</i>	
Name and surname	
Position	
Telephone number	
Fax number	
E-mail address	

<b>B.1.2. RELEVANT EXPERIENCE OF THE ORGANIZATION / INSTITUTION IN THE SPECIFIC FIELD COVERED BY THE PROJECT</b> <i>(maximum 2,000 characters with spaces)</i>
<i>A brief description of the relevant experience of the organization in the specific field covered by the project will be presented.</i>

<b>B.2.1. PROJECT PARTNER INFORMATION</b> <sup>4</sup>			
Abbreviated name (acronym)		Participant number	
Legal information regarding the Partner			
Partner name			
Applicant's type	Non governmental organisations, or civil society organisations		
	Public institutions		
	Research institutions		
	Education institutions		
	Trading companies		
	Others:		
Country of origin <sup>5</sup>			
Applicant's category	Public entity		
	Private entity		
Year of establishment of the entity:			
Is the applicant a VAT payer <sup>6</sup> ?	YES		NO
Unique registration code (CUI / Fiscal Identification Code (CIF)			
No. Trade Register Registration (if applicable)			
Registration number in the Register of Associations and Foundations (if applicable)			

<sup>4</sup> If there are more than one Partners, fill in a form for each Partner.

<sup>5</sup> Choose: Romania, Norvegia, Islanda, Liechtenstein

<sup>6</sup> Check YES or NO, as appropriate



Fiscal code			
<b>Partner mailing address</b> (fill in the mailing address of the main office)			
Street		Number	
Town		County	
Postal code			
<b>Partner legal representative</b> (fill in the data of the person who has the right, according to articles of incorporation, to represent the entity and sign on its behalf)			
Name and surname			
Position			
Telephone number			
Fax number			
E-mail address			
<b>Contact person</b> (fill in the information about the person that will coordinate the Project implementation – the Project Manager)			
Name and surname			
Position			
Telephone number			
Fax number			
E-mail address			
<b>Partner's involvement in the technical implementation of the Project</b>			
We are responsible for the implementation of the following activities/sub-activities:		(list here the activities for which the partner is responsible)	
The cost of activities/sub-activities that fall under the responsibility of the Partner is estimated at (if the activities/sub-activities are not fully financed by the Partner, the amount/ the percentage contribution of the Partner will be specified):		(list here the costs in RON for every activity/sub-activity)	
<b>Partner financial involvement (if applicable)</b>			
We will contribute with the following amount to the project financing:		(list the amount in RON)	

**B.2.2. RELEVANT EXPERIENCE OF APPLICANT IN THE SPECIFIC FIELD COVERED BY THE PROJECT** (maximum 2,000 characters with spaces)

A brief description of the relevant experience of the organization in the specific field covered by the project will be presented.

**C. INDICATORS**

Fill in the predicted value of the indicators in the table.



INDICATORS (output)	Value at the beginning of the application implementation period	Value at the end of the project implementation period	INDICATORS (Result)
Number of letters of intent to be concluded			
Number of project proposals to be submitted			
Number of persons / experts in Romania involved in bilateral activities			
Number of persons / experts from Donor States involved in bilateral activities			

#### D. Application budget

Persons	No. of day/person	Subsistence value/day	Total subsistence	Transport	Total	Total grant request
(1)	(2)	(3)	(4)=(2)*(3)	(5)	(6)=(4)+(5)	(7)
Person 1: Name						
Person 2: Name						

Note:

*Please pay attention, when completing the budget, to all eligibility criteria for costs, as reflected in the Applicant's Guide.*

*All expenses that will be included in the financial report and must be justified with financial accounting documents (invoice and proof of payment of airline tickets, electronic tickets and boarding passes, invoices and / or receipts for all costs incurred, documents for per diem costs in accordance with national legislation (proof of payment), list of participants, etc*

Careful!

ANNEX 1 WILL BE A MAXIMUM OF 10 PAGES (CALIBRATION FONT 11)

The undersigned, as the legal representative of the "name of the applicant", being aware that false statements are punishable by criminal law, confirm on behalf of our institution / organization that the information contained in this form is true, complete and correct and can be proven through official documents that can be made available to the Programme Operator.

Name and surname of the legal representative

The position

Signature of legal representative

Stamp

Date and place



## Annex 2\_ Statement of eligibility

### STATEMENT ON ELIGIBILITY OF THE PROJECT PROMOTER/PROJECT PARTNER

The undersigned <name of legal /authorized representative, as it appears in official identity papers>, holder of the Identity Card series <.....> no. <.....>, issued by <.....>, Personal Numerical Code <.....>, as <position> of <entity name>:

being aware that false declarations are punished by the criminal law, and considering the financing application for <project title>, of which the present statement is an integral part, within the Programme „Environment, Climate Change Adaptation and Ecosystems” (RO –Environment) from Ministry of Environment, Waters and Forests funded by the Financial Mechanism 2014-2021 of the European Economic Area,

I hereby declare the following:

- a) <entity name> acting as <Project Promoter>/<Project Partner> have the financial resources and professional skills and qualifications required for implementation of the project <project title> described in the financing application;
- b) The activities proposed in the financing application **did not benefited** and **do not benefit of public funding** from public/external reimbursable and non-reimbursable funding;
- c) *To be completed only for non-governmental organisations:* Association/Foundation/Federation...<organisation name>...is constituted according to GO no. 26/2000 provisions regarding associations and foundations, with subsequent modifications and completions which does not serve to a commercial scope, it's independent of local authorities, regional and central, of public entities, political parties and commercial societies.
- d) <entity name>:
  - Did not made, at any moment, the subject of a final judgment (*res judicata*) for fraud, corruption, involvement in a criminal organization or any other illegal activity affecting the financial interests of the Union;
  - It is not bankrupt nor under compulsory liquidation, admission in composition with creditors or controlled management, did not suspended business activities, it is not subject of proceedings concerning such previously mentioned matters, and is not in any other similar situation which would arise from a similar procedure provided for in national legislation or regulations;
  - It has fulfilled all its obligations related to taxes and duties payment and social insurance contributions according to the laws of the country where it is legally registered;
  - It has not been convicted by a final judgment (*res judicata*) for an offence concerning the professional conduct of its legal representatives/ management structures in the last 3 years;
  - It was not proven guilty of serious professional misconduct by any means that the Programme Operator may justify;



- It has not been declared to be severely non-compliant with contractual obligations regarding public procurement and/or contracting procedures within the European Economic Area;
- It has not tried and will not try to obtain confidential information or to influence the evaluators contracted by the Programme Operator during the financing applications evaluation process;
- It has not provided false information to the Programme Operator;
- It is not in a situation of conflict of interests that might arise in connection with the present call for projects (conflict of interests can arise particularly as a result of economic interests, political or national affinities, family or emotional ties, or any other relevant connection or any other shared interest);

The undersigned, I hereby declare to promptly inform the Programme Operator about any situation that may qualify as a conflict of interests or that could give rise to a conflict of interests with regard to the project proposed for financing.

The undersigned, I hereby declare not to provide false or inaccurate declarations with regard to the provision of information requested by the Programme Operator.

The undersigned, I hereby declare to inform the Programme Operator within 3 days of any change occurring in the above-mentioned circumstances during the financing application evaluation and selection procedure, as well as during the financing contract performance in case of approval of the proposed project.

The undersigned, I hereby authorize any institution, company, bank, other legal entities to provide information to the Programme Operator authorized representatives with regard to any technical and financial aspect related to the entity's activity.

The undersigned, I hereby declare that I understand and accept that the deliberate provision of incorrect and/or incomplete data in relation to the above circumstances may result in exclusion from selection and evaluation procedure in non-reimbursable funding awarding process and to the rejection of the financing application.

The undersigned, I hereby certify that the above-provided information is true, complete and correct in every detail and that I understand that, in order to verify and confirm the declarations, the Programme Operator is entitled to ask for statements and documents accompanying the financing application, or any additional information regarding eligibility, experience, expertise, and resources available within the entity.

Name of Applicant entity	
Name and surname of the signing representative	
Position	
Applicant entity's signature and seal	
Date and place	



**Annex 3 – Supporting documents to justify expenses**

**SUPPORTING DOCUMENTS TO JUSTIFY EXPENSES**

The attached accounting documents / requested for the justification of the expenses are marked with the phrase “Financed through the EEA Financial Mechanism 2014-2021 according to the financing contract no. .... ”and shall be sent in a certified copy“ in accordance with the original ”.

**I. Supporting documents requested from applicants / partners from Romania or donor states (public or private)**

1. For travel costs according to Order of the Minister of European funds no. 348/2018 for the approval of the Rules for the application of lump sums for travel financed by the Bilateral Relations Fund and the Technical Assistance Fund under the financial mechanisms European and Norwegian Economic Area 2014 - 2021, occasioned by the implementation of the application and for the payment and authorization of financial support, justifying documents:

- a) boarding passes
- b) the travel report approved by the legal representative of the applicant
- c) account statements for proof of the transfer of lump sums to the personal accounts of the participants
- d) accounting records (account statements showing the entire lump sum according to the financing contract
- e) other supporting documents showing the achievement of the objectives.

2. All supporting documents will be submitted in Romanian or English

**III. List of supporting documents**

The supporting documents will be accompanied by the list of supporting documents submitted, according to the model below.

Name of the project / action:

Contract number:

applicant:

Current No.	Document no.	Total with VAT	Type of expence	Paid on..... according to account statement
1				
2				

**TOTAL**

Date

Signature of the applicant 's legal representative



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

**APPLICANT HEADER**

***ADVANCE / FINAL PAYMENT REQUEST***

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

**2. Data about the applicant:**

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/EURO, in accordance with art.  
..... from the Financing contract no. ....

**Applicant Representative:**

**Name and surname:**

**Title/Position:**

**Signature:**

**Date:**



Anexa 5– Implementation report

**Implementation report**

Title of bilateral application:

Financing contract no:

Applicant Name:

Name acronym

Application location:

Application description

It describes the activities, the programme / agenda of the visit, the meetings with the entities contacted as potential partners, the main topics discussed

Application results:

It describes the results of the bilateral initiative, immediate and future results that will materialize in the project proposal or having other perspectives (collaboration, project ideas, advertising material and articles, etc.)

It will be highlighted how the results of the bilateral initiative have contributed to the strengthening of bilateral relations through cooperation and the development of common results, by improving mutual knowledge and understanding between Donor States and Romania.

Indicators resulting from the bilateral initiative:

<b>INDICATORS (output)</b>	Value at the beginning of the application implementation period	Value at the end of the project implementation period	INDICATORS (result)
Number of letters of intent to be concluded			
Number of project proposals to be submitted			
Number of persons / experts in Romania involved in bilateral activities			
Number of persons / experts from Donor States involved in bilateral activities			

Problems encountered during application deployment, if they were:

Maximum 100 words



MINISTRY OF ENVIRONMENT,  
WATERS AND FORESTS



The undersigned, being aware that false statements are punishable by criminal law, confirm on behalf of our institution / organization that the information contained in this form is true, complete and correct and can be proved by official documents \* that can be put to at the disposal of the Programme Operator.

Name, first name of the person who traveled
Function:
Legal representative signature
Date:

Approved by:

Name, surname, legal representative
Function:
Legal representative stamp and signature
Date:

*\* The implementation report, which will not exceed 6 pages, will have attached the supporting documents necessary for the economic and financial checks and other documents (photos, meeting agendas, lists of participants, other relevant documents).*



Annex 6 – **FINANCIAL IDENTIFICATION FORM**

**FINANCIAL IDENTIFICATION FORM**  
(Please fill in using BLOCK CAPITAL letters)

<b>ACCOUNT HOLDER</b>
<b>NAME:</b>
<b>VAT NUMBER:</b>

<b>BANK</b>
<b>NAME:</b>
<b>BRANCH ADDRESS:</b>
<b>ACCOUNT NUMBER:</b>
<b>IBAN:</b>
<b>BIC/SWIFT:</b>

BANK STAMP+SIGNATURE OF BANK REPRESENTATIVE (Both Obligatory) (1)
--

DATE+SIGNATURE ACCOUNT HOLDER: (Obligatory)
--

*(1) The bank stamp and signature of its representative are not required if this form is accompanied by a copy of a bank statement. The signature of the account holder is obligatory in all cases*



Anexa 7 – Evaluation grid

**Evaluation grid**  
**Fund for Bilateral Relations at Programme RO Environment Level,**

**M.E.W.F. Registration no.:**

**DAEF Registration no.:**

**APPLICANT:**

**Application TITLE:**

**Eligible application budget**

**Partner for application yes/no**

Criterion	yes	no	Evaluator comments
<b>Formal and administrative evaluation</b>			
Is the Financing Application form in two copies (one in Romanian and one in English) for Romanian applicants, respectively English language for Donor States?			
Does the Financing Application form have all the fields filled in?			
Has the applicant completed and signed the Declaration of Eligibility?			
There is, in the file, the proof of registration in the Register of Associations and Foundations, if the applicant is such an entity.			
If the authorized person signs the funding application, the power of attorney document is attached			
<b>Eligibility</b>			
Does the applicant fall into the category of eligible beneficiaries?			
Does the applicant have relevant competence / experience regarding the implementation of the application?			
The application targets a project proposal on one of the areas detailed in the “Context” of the guide, answers the areas: -Ecosystems and Biodiversity -Dangerous substances -Climatic changes?			
The proposed activities will be implemented in Romania, Norway, Iceland or Liechtenstein			
Does the application contribute to the objectives of the Bilateral Relations Fund?			
<b>Eligibilitate</b>			<b>Admis/Respins</b>

**Nume și semnătură evaluatori:** .....

**Data:**



**Annex 8** – template Partnership expression of interest

**PARTNERSHIP EXPRESSION OF INTEREST**

<Full name of the Partner organization> with the official address in <official address: country, postcode, city, street, no.>, registration number <registration number>, legal registration form: <NGO, public or private entity, commercial or non-commercial>, legal representative <name of legal representative>, hereinafter called Partner,

expresses the interest and the availability to meet with <Name of Applicant> with the official address in <official address: country, postcode, city, street, no.>, registration number <registration number>, legal representative <name of legal representative>, hereinafter called Applicant to discuss the possibility to collaborate in future projects in Programme RO-Environment Environment, Climate Change Adaptation and Ecosystems

I declare that:

- <name of the Partner organisation> has legal personality in accordance with <please refer to the specific provisions of the national legislation and/or the official document which acknowledged the legal status of the partner organisation>;
- <name of the Partner organisation> fulfils all eligibility criteria for being potential partner, as detailed in the Call for bilateral initiatives;
- <name of the Partner organisation> will contribute to implementation of the partnership action proposed by <name of the Applicant Organisation>;
- <name of the Partner organisation> is able, according to its status, to act in the field addressed by the bilateral initiative;
- <name of the organisation>'s involvement in the bilateral initiative is non-commercial;
- <name of the organisation> will be directly involved in the bilateral initiative and it does not act as an intermediary entity;
- <name of the organisation> undertakes to comply with democratic values and human rights.
- the information contained in this form are true, complete and accurate and can be proved by official documents which can be made available, upon request, to the Programme Operator.

This expression of interest does not engage any further obligation towards the conclusion of a partnership agreement.

Name and surname of the legal representative:
Position:
Signature of the legal representative: Stamp (if applicable)
Date and place:



**Annex 9** – template Financing Contract

**Financing Contract**

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

**FINANCING CONTRACT**<sup>7</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 to finance the "Environment, Climate Change Adaptation and Ecosystems" Programme;
- 6) 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;
- 7) Order of the Minister of European Funds no. 348 / 21.05.2018 for the approval of the Rules for the application of lump sums for travel financed from the Bilateral Relations Fund and the Technical Assistance Fund within the financial mechanisms European and Norwegian Economic Area 2014 - 2021;

---

<sup>7</sup>This document represents an indicative model, which, as the case may be, also applies to bilateral application contracts.



- 8) Government Decision no. 518/1995 regarding some rights and obligations of the Romanian personnel sent abroad for the accomplishment of some temporary missions, with the subsequent modifications and completions
- 9) 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;
- 10) 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;
- 11) Government Emergency Ordinance No. 34/2015 on certain measures to stimulate the absorption of non-reimbursable foreign funds, as amended and supplemented;
- 12) Law No. 53/2003 on the Labor Code, republished, as amended and supplemented;
- 13) 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, District 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 Bilateral Initiative 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 application for funding under Bilateral Fund 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 Bilateral Initiative 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.

- a) the financing application.
- b) the budget of the financing application.



Article 1.2 The Bilateral Initiative 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:

## **CHAPTER 2. DURATION OF THE CONTRACT**

Article 2.1. The contract shall enter into force on the day following that on which it was signed by the last of the parties.

Article 2.2 The implementation period of the project shall mean the period during which the Bilateral Initiative 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 .....

## **CHAPTER 3. BUDGET AND ELIGIBLE EXPENDITURE**

Article 3.1 The total eligible value of the application that is the object of the financing granted by the Programme Operator for the implementation of the bilateral initiative is ..... Euro respectively ..... (value in letters) the equivalent in lei in the amount of ..... lei respectively ..... (value in letters)

Article 3.2 The value indicated in art. 3.1. will be used in accordance with the budget of the approved application, the annex to this contract.

Article 3.3. The total non-reimbursable grant amount approved by this contract may not be modified for the purposes of an increase and any costs in excess of this amount will be borne by the Bilateral Initiative Promoter.

## **CHAPTER 4. PAYMENT ARRANGEMENTS**

Article 4.1. The Programme Operator shall make payments to the Bilateral Initiative 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. 34/2017 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. Payments will be made in lei for Bilateral Initiative Promoter from Romania and in euro for Bilateral Initiative Promoter from Donor States in the bank account mentioned in the advance payment request or in the final payment request, on the principle of reimbursement, as the case may be, in accordance with the model in the Applicant's Guide

Article 4.3 The Bilateral Initiative Promoter may request an advance of up to 100%, in the case of public authorities / institutions and a maximum of 70%, in the case of private law entities, of the total eligible amount of funding.

Article 4.4. The final payment will be conditioned by:

- a. Approval of the final report, in accordance with the model established by the PO, 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 indicators were achieved.



- b. The (final) payment request must be completed in accordance with the model in the Applicant's Guide and submitted by the Bilateral Initiative Promoter together with the Implementation Report and the related supporting documents, within a maximum of 30 days from the date of the end of the trip.

Article 4.5 Foreign exchange rules: the conversion into euro of the expenses declared in LEI will be carried out according to the provisions of article 9.6 of the Regulation, respectively when verifying the documents deposited in euro or other currency, the Inforeuro exchange rate in OP accounting.

Article 4.6. All supporting documents issued in a language other than Romanian or English will be presented accompanied by their translation into Romanian or English, performed by an authorized translator, assumed by signature and stamp.

Article 4.7 All supporting documents issued in a language other than Romanian or English will be presented accompanied by their translation into Romanian or English, performed by an authorized translator, assumed by signature and stamp.

## **CHAPTER 5 - COMMON COMMITMENTS OF THE PARTIES**

Article 5.1 The parties undertake to fulfill their tasks and responsibilities regarding the implementation of this contract, based on proper management, principles of transparency and partnership, in accordance with the national legislation in force and the provisions of art.1.5 of the Implementing Regulation. EEA Financial Mechanism 2014-2021.

Article 5.2 The parties undertake to use the information and documents obtained or to which they have access during the implementation of the action in accordance with this contract, with the national legislation in force and with the provisions of art.1. 5 of the EEA Financial Mechanism Implementing Regulation 2014-2021 on the legal provisions regarding transparency, access to information and protection of personal data.

## **CHAPTER 6 - RIGHTS AND OBLIGATIONS OF THE BILATERAL INITIATIVE PROMOTER**

Article 6.1 The Bilateral Initiative Promoter undertakes to use the non-reimbursable financing only for the purpose of implementing the activities described in the financing application and to be accountable to the Programme Operator for the way in which the non-reimbursable financing is spent.

Article 6.2 The Bilateral Initiative Promoter is fully responsible for the implementation of the activities described in the financing application in accordance with the responsibilities assumed by this contract.

Article 6.3 Bilateral Initiative Promoter is obliged to communicate to the Programme Operator all the facts or data that have or may have an impact on the implementation and / or the obligations arising from this contract and its annexes.

Article 6.4 The Bilateral Initiative Promoter has the obligation to complete and submit the Payment Request (according to the form in the Applicant's Guide), accompanied by the Implementation Report (according to the form in the Applicant's Guide) and the supporting documents required in the Applicant's Guide, as well as documents to certify the registration in



the accounting of the lump sums, using separate analytical accounts, within 30 calendar days from the completion of the partnership action.

Article 6.5 The Bilateral Initiative Promoter has the obligation to respect the visual identity elements of the EEA Financial Mechanism 2014-2021 and to ensure a publicity corresponding to the bilateral initiative and its source of financing;

Article 6.6 The Bilateral Initiative Promoter has the obligation to accept the control and verifications of the structures with control / verification / audit attributions within the EEA Financial Mechanism 2014-2021, in connection with the use of the non-reimbursable funds granted.

Article 6.7 The Bilateral Initiative Promoter fully assumes responsibility for damages caused to third parties through his fault during and in connection with the implementation of the bilateral initiative. The Programme Operator will be relieved of any liability for damages caused to third parties through the fault of the Bilateral Initiative Promoter;

Article 6.8 The Bilateral Initiative Promoter shall take all necessary measures to avoid any conflicts of interest and shall inform the Programme Operator without delay, of any situation that constitutes or could cause the occurrence of any such conflict of interests.

Article 6.9. The Bilateral Initiative Promoter is obliged to communicate to the Programme Operator, by e-mail, as soon as possible, about the change of the information contained in the funding application (eg period of visit, persons traveling, etc.).

Article 6.10. The Bilateral Initiative Promoter undertakes to reimburse the amounts granted in advance and duly justified or unjustified, as well as any amounts received in addition to the Programme Operator compared to the final amount due within 15 days from the date of receipt of the prior notification sent by the Programme Operator. Otherwise, the Programme Operator applies the provisions of Government Emergency Ordinance no. 66/2011 on the prevention, finding and sanctioning of irregularities in obtaining and using European funds and / or national public funds related to them, approved with amendments and completions by Law no. 142/2012, with subsequent amendments and completions.

Article 6.11. The bank fees occasioned by the refund of the amounts due to the Programme Operator will be exclusively borne by the Bilateral Initiative Promoter

Article 6.12. The Bilateral Initiative Promoter declares that he agrees that the personal data be used and processed for the purpose of the activities carried out by the Programme Operator, in accordance with Regulation no. 679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (General Data Protection Regulation).

Article 6.13. The Bilateral Initiative Promoter has the obligation to ensure the confidentiality of the received data, as well as their security in accordance with Regulation no. 679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (General Data Protection Regulation).

Article 6.14. The Bilateral Initiative Promoter is solely responsible for complying with all legal obligations incumbent on him.

Article 6.15. This Agreement, as well as all rights and obligations arising out of its implementation, may not be subject to total or partial assignment, novation, subrogation or any other mechanism for the transmission and / or transformation of obligations and rights.



## **CHAPTER 7 - RIGHTS AND OBLIGATIONS OF THE PROGRAM OPERATOR**

Article 7.1. The Programme Operator will verify the compliance with in art. 6.5

Article 7.2 The Programme Operator shall authorize and pay, if applicable, only the amount resulting from the verification of the validity, veracity, correctness and accuracy of the supporting documents.

Article 7.3 The Programme Operator is authorized to perform all activities considered necessary to verify, at the level of the Bilateral Initiative Promoter, whether the bilateral initiative has been implemented in accordance with this contract.

Article 7.4 The Programme Operator reserves the right, in case of suspicion of violation of the provisions of the contract by the Bilateral Initiative Promoter, to immediately suspend all payments, until the moment when the suspicion is refuted (for example, to the point where the Bilateral Initiative Promoter must submit evidence to refute suspicion and evidence will be accepted by the Program Operator).

Article 7.5. The Programme Operator may terminate the contract and recover all amounts paid to the Bilateral Initiative Promoter if it finds that the objectives of the bilateral initiative have not been met.

Article 7.6. The Programme Operator processes personal data in accordance with the provisions of Regulation no. 679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (General Data Protection Regulation).

Article 7.7. The Programme Operator will store personal data for the entire validity period of the contract, as defined in art. 2.2.

## **CHAPTER 8 - MODIFICATION OF THE CONTRACT**

Article 8.1. Any modification of this contract or its annexes must be made in writing, by an additional act or by a notification.

Article. 8.2 The following situations may be subject to change by notification: change of address of the Bilateral Initiative Promoter, change of the legal representative of the Bilateral Initiative Promoter, change of contact person or contact details, change of travel period, change of persons nominated in the Travel Application for travel.

Article 8.3. The deadline for submitting the request for an additional act by the Bilateral Initiative Promoter is at least 15 working days before the date on which the change will take effect, while the notification is sent within a maximum of 5 calendar days from the change.

Article 8.4 Any modification of this contract will be valid only if it is accepted by all parties.

## **CHAPTER 9. NOTICES AND WRITTEN COMMUNICATIONS**

Article 9.1 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 9.2 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 9.3 Where there is a time limit for the receipt of a written communication, the sender must request acknowledgment of receipt of such communication.

Article 9.4 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 9.5 The official addresses to which all documents are to be sent are as follows:

(a) Mailing address (PO):

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

(b) Contact person (Bilateral Initiative Promoter):

.....

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 10. TERMINATION OF THE CONTRACT**

Article 10.1 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 10.2 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 11. APPLICABLE LAW**

Article 11.1 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 11.2 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 11.3 The Parties agree that this contract is governed by Romanian law.



**CHAPTER 12. FINAL PROVISIONS**

Article 12.1 The language of the Financing Contract will be Romanian.

Article 12.2 The term "day" refers to a calendar day unless otherwise specified separately.

Article 12.3 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 3 original copies in Romanian, two copies for OP and one copy for Bilateral Initiative Promoter.

**Programme Operator**  
**Minister of Environment, Waters and Forests**

**Bilateral Initiative Promoter**

**Legal Representative**

.....  
.....

**Date** .....

**Date** .....