

majoritatea consilierilor în funcție

HOTĂRÂRE

**privind darea în administrare și operare a autobuzului fluvial amfibiu,
activ fix corporal aflat în patrimoniul Județului Călărași,
din administrarea Consiliului Județean Călărași,
în administrarea Centrului Județean de Cultură și Creație Călărași**

4

Consiliul Județean Călărași, întrunit în ședința ordinară din 26.09.2024,

Având în vedere:

- referatul de aprobare al Președintelui Consiliului Județean Călărași, înregistrat sub nr. 15979 din 18.09.2024;
 - adresa Consiliului Județean Călărași nr. 15840 din 16.09.2024 înregistrată la Centrul Județean de Cultură și Creație Călărași sub nr. 1834 din aceeași dată;
 - prevederile art. 31 lit. 1) din Anexa nr. 3 la Hotărârea Consiliului Județean Călărași nr. 251 din 21.12.2023 privind aprobarea Organigramei, a Statului de funcții și a Regulamentului de organizare și funcționare ale Centrului Județean de Cultură și Creație Călărași;
 - prevederile contractului de finanțare înregistrat sub nr. 41666 din 22.03.2019 aferent proiectului "Îmbunătățirea siguranței navigabilității pe Dunăre în regiunea transfrontalieră Călărași – Siliștra" cod e-MS ROBG 478, cu modificările și completările ulterioare;
 - prevederile contractului de cofinanțare înregistrat sub nr. 41667 din 22.03.2019 aferent proiectului "Îmbunătățirea siguranței navigabilității pe Dunăre în regiunea transfrontalieră Călărași – Siliștra" cod e-MS ROBG 478, cu modificările și completările ulterioare;
 - prevederile art. 554 alin. (2), art. 556, art. 858, art. 861, art. 863 lit. a), art. 866, art. 867, art. 868, art. 874 alin. (1) și (3) din Codul Civil, adoptat prin Legea nr. 287/2009, republicat, cu modificările și completările ulterioare;
 - prevederile art. 136 alin. (1), (2) și (4) din Constituția României, republicată;
 - prevederile art. 28, art. 29 lit. a) și art. 30 din Legea nr. 292/2003 privind organizarea și funcționarea așezămintelor culturale, cu modificările și completările ulterioare;
 - prevederile art. 87 alin. (5), art. 173 alin. (1) lit. c), d), alin. (4) lit. a), b), alin. (5) lit. n), art. 297 alin. (1) lit. a), art. 298 lit. b), c), art. 299, art. 300, art. 301 alin. (1) lit. a), b), f) din Ordonanța de urgență a Guvernului nr. 57/2019 privind Codul administrativ, cu modificările și completările ulterioare;
- În temeiul art. 196 alin. (1) lit. a) din Ordonanța de urgență a Guvernului nr. 57/2019 privind Codul administrativ, cu modificările și completările ulterioare,

HOTĂRĂȘTE:

Art. 1. – Se aprobă darea în administrare și operare a autobuzului fluvial amfibiu cu dotările aferente, activ fix corporal aflat în patrimoniul județului Călărași, înregistrat sub nr. inventar 23.3.11.116 având valoare de inventar 4.570.999,99 lei, din administrarea Consiliului Județean Călărași, în administrarea Centrului Județean de Cultură și Creație Călărași, pe toată perioada funcționării instituției, în vederea operării, fără a genera profit.

Art. 2. – Operarea autobuzului fluvial amfibiu se va face doar pe perioada sezonului cald, 6 luni pe an, din luna aprilie până în luna septembrie.

Art. 3. – Direcția Economică și Direcția Dezvoltare Regională și Relații Externe vor duce la îndeplinire prevederile prezentei hotărâri.

Secretarul General al Județului, prin Compartimentul Cancelarie Consiliu și Editare Monitor Oficial, va comunica prezenta hotărâre cu caracter individual: Prefectului Județului Călărași, Președintelui Consiliului Județean Călărași, Direcției Economice, Direcției Dezvoltare Regională și Relații Externe și Centrului Județean de Cultură și Creație Călărași.

PREȘEDINTE,
ec. Vasile ILIUȚA



AVIZEAZĂ,
SECRETARUL GENERAL AL JUDEȚULUI,
Anca-Mirela ȘTEFĂNESCU



Nr.

Adoptată la Călărași,

Astăzi .09.2024,

Redactată de consilier, Cristina DUMITRA, în 5 exemplare.



REFERAT DE APROBARE
privind darea în administrare și operare a autobuzului fluvial amfibiu,
activ fix corporal aflat în patrimoniul Județului Călărași,
din administrarea Consiliului Județean Călărași,
în administrarea Centrului Județean de Cultură și Creație Călărași

Consiliul Județean Călărași implementează în prezent, în parteneriat cu Primăria Municipiului Călărași și Municipality Silistra, proiectul „Îmbunătățirea siguranței navigabilității pe Dunăre în regiunea transfrontalieră Călărași – Silistra”, prin Programul INTERREG VA România – Bulgaria.

Scopul proiectului este de a elimina barierele din calea liberei circulații a cetățenilor între cele două comunități, Călărași (România) și Silistra (Bulgaria) prin introducerea unui mijloc de transport nou. În acest sens, Consiliul Județean Călărași a achiziționat un autobuz fluvial, de tip amfibie, care, la momentul înscrierii, urma să fie dat în administrare și operare Direcției Județene de Administrare a Domeniului Public și Privat Călărași, instituție subordonată Consiliului Județean Călărași, care administra la acel moment anumite imobile aflate în patrimoniu Județului, inclusiv ambarcațiunile și obiectele de infrastructură navală.

Între timp Direcția Județeană de Administrare a Domeniului Public și Privat Călărași a fost desființată, iar personalul de specialitate precum și majoritatea obiectelor de inventar ce țin de operarea navelor și ambarcațiunilor au fost preluate de Centrul Județean de Cultură și Creație Călărași.

De asemenea, în conformitate cu activitățile proiectului menționat mai sus, Consiliul Județean Călărași a încheiat cu Centrul Județean de Cultură și Creație Călărași Protocolul de colaborare nr. 7282 din 20.04.2023, aprobat prin Hotărârea Consiliului Județean Călărași nr. 65 din 29.03.2023, pentru implementarea unor activități, atât pe perioada de derulare a proiectului, cât și pe perioada de sustenabilitate a acestuia.

În conformitate cu prevederile art. 31 lit. 1) din Anexa nr. 3 la Hotărârea Consiliului Județean Călărași nr. 251 din 21.12.2023 Centrul Județean de Cultură și Creație Călărași poate efectua verificarea stării tehnice și de întreținere a navelor din dotare și poate lua măsuri pentru menținerea acestora în permanentă stare de eficiență, apreciez că se impune darea în administrare și operare a autobuzului fluvial amfibiu cu dotările aferente, activ fix corporal aflat în patrimoniul Județului Călărași, din administrarea Consiliului Județean Călărași, în administrarea Centrului Județean de Cultură și Creație Călărași pe toată perioada funcționării instituției, fără a genera profit.

În calitate de inițiator al proiectului de hotărâre, în temeiul prevederilor art. 182 alin. (2) din Ordonanța de urgență a Guvernului nr. 57/2019 privind Codul administrativ, precum și ale art. 36 alin. (1) și alin. (8) lit. a) din Regulamentul de Organizare și Funcționare al Consiliului Județean Călărași, supun prezentul proiect dezbaterii și votului consilierilor județeni.

PREȘEDINTE,
ec. Vasile ILIUȚĂ



RAPORT

**privind darea în administrare și operare a autobuzului fluvial amfibiu,
activ fix corporal aflat în patrimoniul Județului Călărași,
din administrarea Consiliului Județean Călărași,
în administrarea Centrului Județean de Cultura și Creație Călărași**

Direcției Economice și Direcției Dezvoltare Regională și Relații Externe le-a fost transmis, în conformitate cu prevederile art. 182 alin. (4) raportate la prevederile art. 136 alin. (8) lit. b) din Ordonanța de urgență a Guvernului nr. 57/2019 privind Codul administrativ, precum și ale art. 36 alin. (3) lit. a) și b) din Regulamentul de Organizare și Funcționare a Consiliului Județean Călărași, proiectul de hotărâre privind darea în administrare și operare a autobuzului fluvial amfibiu, activ fix corporal aflat în patrimoniul Județului Călărași, din administrarea Consiliului Județean Călărași, în administrarea Centrului Județean de Cultura și Creație Călărași.

Prin adresa nr. 15840 din 16.09.2024 înregistrată la Centrul Județean de Cultură și Creație Călărași sub nr. 1834 din aceeași dată, Consiliul Județean Călărași solicită acordul privind preluarea și operarea autobuzului fluvial amfibiu, activ fix corporal aflat în patrimoniul Județului Călărași.

În prezent în parteneriat cu Primăria Municipiului Călărași și Municipality Silistra, proiectul „Îmbunătățirea siguranței navigabilității pe Dunăre în regiunea transfrontalieră Călărași – Silistra”, prin Programul INTERREG VA România – Bulgaria.

În prezent, în parteneriat cu Primăria Municipiului Călărași și Municipality Silistra, Consiliul Județean Călărași implementează proiectul „Îmbunătățirea siguranței navigabilității pe Dunăre în regiunea transfrontalieră Călărași – Silistra”, prin Programul INTERREG VA România – Bulgaria.

Scopul acestui proiect este acela de a elimina barierele din calea liberei circulații a cetățenilor între cele două comunități, Călărași (România) și Silistra (Bulgaria) prin introducerea unui mijloc de transport nou. Astfel, Consiliul Județean Călărași a achiziționat un autobuz fluvial, de tip amfibie, care, la momentul scrierii, urma să fie dat în administrare și operare Direcției Județene de Administrare a Domeniului Public și Privat Călărași, instituție subordonată Consiliului Județean Călărași, care administra la acel moment anumite imobile aflate în patrimoniul Județului, inclusiv ambarcațiunile și obiectele de infrastructură navală. Între timp această instituție a fost desființată, iar personalul de specialitate precum și majoritatea obiectelor de inventar ce țin de operarea navelor și ambarcațiunilor au fost preluate de Centrul Județean de Cultură și Creație Călărași.

De asemenea, în conformitate cu activitățile proiectului menționat mai sus, Consiliul Județean Călărași a încheiat cu Centrul Județean de Cultură și Creație Călărași Protocolul de colaborare nr. 7282 din 20.04.2023, aprobat prin Hotărârea Consiliului Județean Călărași nr. 65 din 29.03.2023, pentru implementarea unor activități, atât pe perioada de derulare a proiectului, cât și pe perioada de sustenabilitate a acestuia.

Conform prevederilor art. 31 lit. l) din Anexa nr. 3 la Hotărârea Consiliului Județean Călărași nr. 251 din 21.12.2023 Centrul Județean de Cultură și Creație Călărași poate efectua verificarea stării tehnice și de întreținere a navelor din dotare și poate lua măsuri pentru menținerea acestora în permanentă stare de eficiență.

Odată preluat, autobuzul fluvial amfibiu (împreună cu dotările aferente), nu trebuie să genereze profit, (conform Cererii de finanțare), iar operarea lui se va face doar pe perioada sezonului cald, 6 luni pe an, din luna aprilie până în luna septembrie.

În ceea ce privește estimarea cheltuielilor atașate, aceasta s-a efectuat pe baza ofertelor primite la acel moment de la prestatori de servicii de mentenanță a ambarcațiunilor pe apă, prestatori de servicii de mentenanță auto pe uscat, alte oferte solicitate de departamentul de achiziții firmelor de asigurare, dar și taxe și impozite stabilite prin legislația din România, luându-se în considerare perioada de operare de 6 luni pe an.

Măsura propusă are ca temei legal prevederile art. 554 alin. (2), art. 556, art. 858, art. 861, art. 863 lit. a), art. 866, art. 867, art. 868, art. 874 alin. (1) și (3) din Codul Civil, adoptat prin Legea nr. 287/2009, republicat, cu modificările și completările ulterioare, ale art. 136 alin. (1), (2) și (4) din Constituția României, republicată, ale art. 28, art. 29 lit. a) și art. 30 din Legea nr. 292/2003 privind organizarea și funcționarea așezămintelor culturale, cu modificările și completările ulterioare, precum și ale art. 87 alin. (5), art. 173 alin. (1) lit. c), d), alin. (4) lit. a), b), alin. (5) lit. n), art. 297 alin. (1) lit. a), art. 298 lit. b), c), art. 299, art. 300, art. 301 alin. (1) lit. a), b), f) din Ordonanța de urgență a Guvernului nr. 57/2019 privind Codul administrativ, cu modificările și completările ulterioare.

În conformitate cu prevederile legale precizate, supunem prezentul raport analizei Consiliului Județean Călărași.

Director Executiv,
ec. Paraschiva MUREȘANU

Manager public,
Marius FULGA

COMPARTIMENT JURIDIC,
Peșea Robert



CONSILIUL JUDEȚEAN CĂLĂRAȘI
Călărași, Str. 1 Decembrie 1918 nr. 1
Tel. 0242 311 301, Fax 0242 331 609
e-mail: cjcalarasi@calarasi.ro
web: www.calarasi.ro

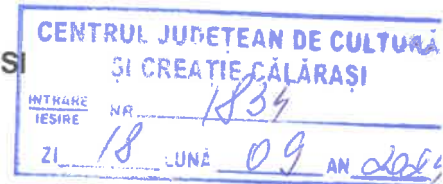


DIRECȚIA DEZVOLTARE REGIONALĂ ȘI RELAȚII EXTERNE

Nr. 15840/16.09.2024

Către: CENTRUL JUDEȚEAN DE CULTURA SI CREATIE CALARASI

În atenția: Doamnei Manager – Georgiana Iuliana TEODORESCU



Stimata Doamna Manager,

Prin prezenta vă aducem la cunoștință faptul că, în calitate de Partener Lider, Consiliul Județean Călărași implementează, împreună cu Primăria Municipiului Călărași și Municipality Silistra, proiectul „**Îmbunătățirea siguranței navigabilității pe Dunăre în regiunea transfrontalieră Călărași – Silistra**”, prin Programul INTERREG VA România – Bulgaria. De asemenea, în conformitate cu activitățile proiectului, Consiliul Județean Călărași a încheiat cu Centrul Județean de Cultură și Creație Călărași protocolul de colaborare nr. 7282/20.04.2023, aprobat prin Hotărârea Consiliului Județean Călărași nr. 65/29.03.2023, pentru implementarea unor activități, atât pe perioada de derulare a proiectului, cât și pe perioada de sustenabilitate a acestuia.

Scopul proiectului este de a elimina barierele din calea liberei circulații a cetățenilor între cele două comunități, Călărași (România) și Silistra (Bulgaria) prin introducerea unui mijloc de transport nou. În acest sens, Consiliul Județean Călărași a achiziționat un autobuz fluvial, de tip amfibie, care, la momentul scrierii, urma să fie dat în administrare și operare Direcției de Patrimoniu din cadrul Consiliului Județean Călărași, Direcție care administrează la acel moment patrimoniul Județului, inclusiv ambarcațiunile și obiectele de infrastructură navală.

Având în vedere că între timp Direcția de Patrimoniu a fost desființată, iar personalul de specialitate precum și majoritatea obiectelor de inventar ce tin de operarea navelor și ambarcațiunilor a fost preluat de Centrul Județean de Cultură și Creație Călărași, apreciem necesară transferarea acestui bun în administrarea dumneavoastră, motiv pentru care vă rugăm să ne comunicați acordul.

Pentru detalii suplimentare, vă rugăm să ne contactați la tel. 0723.006.260, persoană de contact Valentina Vasile – consilier în cadrul Direcției Dezvoltare Regională și Relații Externe – Consiliul Județean Călărași, e-mail valentina.vasile@calarasi.ro.

Cu deosebită considerație,

Președinte

ec. Vasile ILIUȚĂ

Manager public,

Marius FULGA

Întocmit,

Valentina Vasile

JUDETUL CALARASI						18.09.2024
FISA MIJLOCULUI FIX Nr. inventar: 23.3.11.116 Nr. documentului de provenienta: 20785 Valoarea de inventar: 4,570,999.99 Valoarea amortizata: 228,549.96 Denumirea mijlocului fix si caracteristicile tehnice:		Cont contabil: 2133.4.1 - Mijloace de transport - Domeniul Privat al UAT - Amortizabile Grupa: 2.3.3.11 Alte mijloace de transport naval neregasite in cadrul clasei				
AUTOBUZ FLUVIAL ANFIBIU Detalii:		Codul de clasificare: 2.3.3.11				
AUTOBUZ FLUVIAL AMFIBIU SWIMBUS SERIE SASIU WMAN18ZZ1KY 387734 CONTRACT 13594/26.07.2023		Data darii in folosinta: 23.11.2023 Anul: 2023 Luna: noiembrie				
AUTOBUZ FLUVIAL AMFIBIU SWIMBUS SERIE SASIU WMAN18ZZ1KY 387734 CONTRACT 13594/26.07.2023		Data amortizarii complete: 01.12.2038 Anul: 2038 Luna: decembrie				
		Durata normala de functionare: 180 luni				
		Cota de amortizare: 6,67 %				
Documentul (data, felul, nr.)	Operatiune	Buc.	Pret	Valoare	Observatii	
2	3	4	5	6	7	
Documente Intra-re: Factura 105/23.11.2023	Intra-re in gestiune	1.00	4,570,999.99	4,570,999.99	RIVERRIDE KFT AUTOBUZ FLUVIAL AMFIBIU SWIMBUS SERIE SASIU WMAN18ZZ1KY387734 CONTRACT 13594/26.07.2023	
Documente Intra-re: Factura 105/23.11.2023	Ramas de amortizat la data 23.11.2023	1.00	4,570,999.99	4,570,999.99	RIVERRIDE KFT	
Amortizare lunara	Amortizare lunara	1.00	25,394.44	25,394.44	Amortizare lunara la data 31.12.2023	
Amortizare lunara	Amortizare lunara	1.00	25,394.44	25,394.44	Amortizare lunara la data 31.01.2024	
Amortizare lunara	Amortizare lunara	1.00	25,394.44	25,394.44	Amortizare lunara la data 29.02.2024	
Amortizare lunara	Amortizare lunara	1.00	25,394.44	25,394.44	Amortizare lunara la data 31.03.2024	
Amortizare lunara	Amortizare lunara	1.00	25,394.44	25,394.44	Amortizare lunara la data 30.04.2024	
Amortizare lunara	Amortizare lunara	1.00	25,394.44	25,394.44	Amortizare lunara la data 31.05.2024	
Amortizare lunara	Amortizare lunara	1.00	25,394.44	25,394.44	Amortizare lunara la data 30.06.2024	
Amortizare lunara	Amortizare lunara	1.00	25,394.44	25,394.44	Amortizare lunara la data 31.07.2024	
Amortizare lunara	Amortizare lunara	1.00	25,394.44	25,394.44	Amortizare lunara la data 31.08.2024	

CHELTUIALA	cheltuiala defalcata	ESTIMARE COST	PERIODICITATE	Costuri incluse in tarif - LEI
Salarizare personal	Capitan/timonier net	8.000 lei	lunar	48.000 6 luni
	Contributii+impozit	5.675 lei	lunar	34.050 6 luni
	CAM 2,25%	308 lei	lunar	1.848 6 luni
	Sofer autobuz net	4.000 lei	lunar	24.000 6 luni
	Contributii+impozit	3.838 lei	lunar	23.028 6 luni
	CAM 2,25%	173 lei	lunar	1.038 6 luni
Combustibil +consumabile	Combustibil	3.750 lei	lunar	22.500 6 luni
	Adblue	200 lei	lunar	1.200 6 luni
Asigurari	Asigurare RCA uscat	10.351 lei	anual	10.351 12 luni
	Asigurare CASCO Naval 10.000 euro	50.000 lei	anual	50.000 12 luni
	Asigurare raspundere civila pasageri 2.000 euro	10.000 lei	anual	10.000 12 luni
	ITP	400 lei	semestrial	800 12 luni
Inspectii/revizii/	Inspectie ANR (AUTORITATEA NAVALA)	350 lei	semestrial	700 12 luni
	Taxe care nu pot fi prevazute la acest moment	1000 lei	anual	1.000 12 luni
Mentenanata	Uscat	30.000 lei	anual	30.000 12 luni
	Naval	30.000 lei	anual	30.000 12 luni
Amortizare anfibie aferinta valorii suportate din bugetul CJ Calarasi	Perioada de amortizare=15 ani, valoarea amortizare lunara 13.439,95 lei	13.440 lei	lunar	0 161.279 12 luni
	Total	Total		288.515 lei
TOTAL		(FARA AMORTIZARE)		449.794 lei (CU AMORTIZARE)
TOTAL CHELTUIELI INCLUDE IN TARIF		288.515 lei		449.794 lei

Perioada de operare estimata este de 6 luni, din aprilie - septembrie(pe perioada sezonului de vara)

Pt combustibil 10 litri/ora distanta CL - Silistra * 2,5 ore (dus-intors)=25 litri*7,5 lei/=187,5 lei/cursa * 5 curse/saptamana =937,5 lei/saptamana*4 saptamani=3750

Pt adblue 5 l adblue/100 km, 1 l adblue=10 lei, 5*10=50 lei/5 l 20Km dus intors*5 curse /saptamana=100 Km - 5l adblue/ sptamana 20 l adblue pe luna *10 lei/litru=200 lei/luna

Pt mentenanata pe uscat avem o oferta de 250lei/ora+iva, la o mentenata de 2 ore/saptamana= 595 lei (TVA inclus)/sapatamana*4 saptamani= 2380 lei/luna*12

Valoare autobuz	4.570.999,99	Amortizare lunara
Solicitat la rambursare	2.757.305,76	Corectie 25%
Suma autorizata	2.151.808,78	

TOTAL CHELTUIELI/LUNA	48.086 lei	74.966 lei
TOTAL CHELTUIELI/SAPTA MANA	12.021 lei	18.741 lei
TOTAL	2.404 lei	3.748 lei
TOTAL CHELTUIELI/CURSA (DOAR DUS SAU DOAR INTORS)	1.202 lei	1.874 lei
ESTIMARE COST BILE	NR. MEDIU OCUPARE	40 lei
	LOCURI	
	30 LOCURI	62 lei

Suma suportata de CJC

2.419.191,21

Amortizare la suma
suportata de CJC

CONSILIUL JUDEȚEAN CĂLĂRAȘI

Nr. înregistrare: 19117/25.10.2023

PROCES VERBAL DE PREDARE – PRIMIRE

25.10.2023

Incheiat între :

CONSILIUL JUDETEAN CALARASI, cu sediul Calarasi, in Str. 1 Decembrie 1918 nr.1, cod postal 910019, tel. 0242/311 301, fax : 0242 331 609, e-mail : cicalarasi@calarasi.ro, reprezentat de Marius FULGA, in calitate de manager de proiect in cadrul proiectului « Imbunatatirea sigurantei navigabilitatii pe Dunare in regiunea transfrontaliera Calarasi – Silistra », cod e-MS ROBG 478, din partea Beneficiarului

și

RiverRide Kft./ RiverRide Ltd., adresa sediu - H-1028 Budapest, Síp u. 4. Hungary, telefon +36 30 488 4451, numar de înmatriculare 01-09-912676, cont NBH Bank 18203033-06006460-40010018, reprezentată prin Dr Gabor Galla – Administrator, din partea furnizorului,

Conform prevederilor Contractului de furnizare nr. 13594/26.07.2023 dintre cele 2 institutii privind furnizarea unui vehicul amfibie pentru proiectul "Îmbunătățirea siguranței navigabilității pe Dunăre în regiunea transfrontalieră Călărași-Silistra", cod e-MS ROBG 478, proiect finantat prin Programul INTERREG VA Romania – Bulgaria,

Am procedat la predarea – primirea unui (1) vehicul amfibie, cu toate componentele incluse + dotari independente (conform anexei care face parte integranta din prezentul proced verbal) si documentele aferente, in conformitate cu prevederile Contractului de furnizare nr. 13594/26.07.2023

Mentionam faptul ca, dupa efectuarea verificarilor necesare de catre reprezentantii Registrului Auto Roman, precum si de catre cei ai Autoritatii Navale Romane, se va intocmi Procesul verbal de recetie calitativa pentru acest vehicul. De asemenea, dupa efectuarea testarilor vehiculului , atat pe uscat, cat si pe apa, la Calarasi, si dupa efectuarea instruirii personalului care va opera acest vehicul, se va intocmi Procesul verbal de punere in functiune.

Prezentul Proces verbal de predare – primire a fost redactat in 2 (doua) exemplare originale, cate unul pentru fiecare parte.

Am predat,

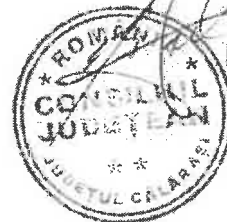
Gabor GALLA



RiverRide Kft.
1028 Bp., Síp utca 4. fsz. 1.
Takarékbank
18203033-06006460-40010018
Adószám: 14830583-2-41

Am primit,

Marius FULGA



Protocol for handover

This took place on October 25, 2023, at 9:30 a.m.

They have arrived:

Calarasi County Council, seat address - Călărași County City (headquarters: Romania, Călărași County, 1918, December 1st t no. 1), as Buyer on behalf of:

MARIUS FUGA - PUBLIC MANAGER

RiverRide Kft. (Hungary, 1028 Budapest, Síp u. 4.), as Seller, on behalf of:

Dr. Gábor Galla, managing director.

Representatives record that on July 26, 2023, the Parties signed a sales contract for the transportation of an amphibious vehicle.

The parties agreed on the following delivery location for the vehicle: Romanian capital, Bucharest.

On the day of signing this protocol, the Seller brought the amphibious vehicle to this address in an undamaged, working state, sufficient for intended usage and offered it for acceptance.

The Buyer's representative swears that he inspected the amphibious vehicle while signing this protocol and took it over in an undamaged, functional, and fit for purpose state. When the vehicle was taken over, the kilometre counter read:..... km.

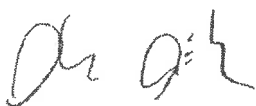
Separate images are used by the representatives to document the condition of the amphibious vehicle.

The parties record that the Buyer's representative received the parts, accessories, and documentation stated in Annex No. 1 at the same time as the amphibious vehicle.

The Buyer's representative certifies that the Seller has the authority to submit the invoice.

This protocol includes the (necessary) power of attorney of the parties' representatives.

Seller's representative



RiverRide Kft.
1028 Bp., Síp utca 4. sz. 1.
Takarekbank
18203033-08006460-40010019
Ajószám: 14630583-2-41

Buyer's representative

MARIUS FUGA





Annex 1/a

List of Documents

Official documents:

- Complete TÜV report
- GL approvals
- Stability booklet
- 7 pcs Bulgarian shipping documents: original
- Vehicle identification sheet: original
- TÜV report on seat number modification: original
- Safety plan
- Electrical test protocol
- 6 pcs Original bus documents

Operations and maintenance manuals:

- eSwimbus operations and maintenance manuals excerpt: printed/pdf.

Man documents:

- Trucks operator manual: printed
- Man service 24: printed
- Multimedia operator manual: printed
- Tachograph manual: printed
- „rio” manual: printed
- Maintenance record: printed

Built in units user manuals:

- Webasto thermo plus, pro50 eco and revo: printed
- Lowrance vhf radio: printed
- Nasa clipper sounder: printed
- Ital winch anchor winch: pdf
- Johnson pump l2200 bilge pump: pdf
- Nauticast ais: printed
- Remote control spotlight: printed
- Power verter 24v-12v: printed
- Ball safety camera: printed
- Firepump: printed
- Cameras control box: printed
- Emrax 438: pdf
- Cobra high voltage battery: pdf
- DTI power inverters hv-500, hv-550: pdf
- Wp120 electric cooling pump: pdf



Annex 1/b.

List of Accessories

Accessories:

- Life jacket: 35 pc. ✓
- Children life jacket 4pc. ✓
- Professional life jacket 2pc. ✓
- Lifebuoy: 3 pc. ✓
- Lifebuoy light: 1 pc. ✓
- Throw rope + throw buoy: 1 pc.
- Fire hose: 2x20 m ✓
- Ship rope: 50 m ✓
- First aid kit: 2 pc. ✓
- Wheel wedge: 2 pc. ✓
- Fire extinguisher 6 kg: 2 pc.
- Fire extinguisher 1 kg: 1 pc.
- Anchor: 1 pc. ✓
- Anchor chain: 50 m ✓
- Anchor release: 1 pc. ✓
- Anchor remote control 1pc. ✓
- Anchor buoy: 1 pc. ✓
- Hatch opener tool: 1 pc. ✓
- Towing eye: 1 pc. ✓
- Spare wheel: 1 pc. ✓
- Emergency glass breaking hammer: 7 pc. ✓
- MAN service package: 1 pc. ✓
- Fender: 2 pc. ✓
- Grapnel: 1 pc. ✓
- High visibility jacket: 1 pc. ✓
- MAN documents folder: 1 pc. ✓
- Remote controller for searchlight: 1 pc. ✓
- Emergency battery pack (100V) charger: 1pc. ✓
- V-belt special tool: 1pc. ✓
- Microphone: 2pc. ✓




Keys:

- Ignition key: 2 pc. ✓
- Passenger door key: 2 pc. ✓
- Emergency door key: 3 pc. ✓
- Toilet compartment key: 2 pc. ✓
- AdBlue key: 1 pc. ✓

Spare parts:

- Jefa electric steering: 1 pc. ✓
- Navigation led lights: 2 pc. ✓
- XPB V-belt: 2 pc. ✓
- V-belt tension: 1 pc. ✓

Bucharest, 25. October 2023


Dr Gabor Galla
Managing Director
Riverride Ltd



BIROUL REGIONAL PENTRU COOPERARE TRANSFRONTALIERĂ CĂLĂRAȘI PENTRU GRANIȚA
ROMÂNIA-BULGARIA

Călărași, Zona Chiciu, parte din clădirea principală a imobilului reprezentând sediul Serviciului Public
Transport Fluvial de Mărfuri și Călători la P.C.T.F Călărași(România)-Siliștra (Bulgaria), jud.Calarasi
tel: +40 242 313091, fax: +40 242 313092, e-mail: info@calarasibc.ro, web: www.interregrobg.eu

Registration number: 5964 /29.03.2019

MINUTES

By the herein documents we certify that on the 29th of March, 2019, Mr. Vasile ILIUȚĂ as legal representative of the Lead Beneficiary - Territorial Administrative Unit - Călărași County, of the project no. ROBG-478, "Improving safety of navigability on Danube river in the Calarasi - Siliștra cross - border region", financed under Interreg V-A Ro-Bg Programme, signed two originals of the subsidy contract and received one original of the subsidy contract (including the annexes) between the Managing Authority and the Lead Beneficiary (1197 pages).

We certify that the Beneficiary was instructed by the Joint Secretariat experts, about the rights and duties from the contract, about the implementation rules of the Programme and e-MS system.

I received,

Vasile ILIUȚĂ

President



I delivered,

Bogdan MUȘAT

Head of JS



Project Code ROBG-478

Subsidy contract
from ERDF
No. 41666/122.03.2019

The following subsidy contract between

Ministry of Regional Development and Public Administration
16 Libertatii Street, Bucharest, Romania, tax registration no.: 26369185

acting as Managing Authority for the Interreg V-A Romania-Bulgaria Programme,
hereinafter referred to as MA,

represented by

Mr. Vasile-Daniel SUCIU, Vice-Prime Minister, Minister of Regional Development
and Public Administration

and

Territorial Administrative Unit - Calarasi County: No. 1, 1 Decembrie 1918
Street, Calarasi Town, Calarasi County, Romania, fiscal registration number
4294030,

represented by Mr. Vasile ILIUȚĂ, President

hereinafter referred to as Lead Beneficiary (LB)

is concluded on the basis of the approved application no. ROBG-478, having as
legal basis:

- Council Regulation (EU) No 1303/2013 of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006;
- Regulation (EU) No 1299/2013 of the European Parliament and of the Council of 17 December 2013 on specific provisions for the support from the European Regional Development Fund to the European territorial



cooperation goal;

- Commission Regulation (EU) No 1301/2013 of the European Parliament and of the Council of 17 December 2013 on the European Regional Development Fund and on the specific provisions concerning the Investment for growth and jobs goal and repealing Regulation (EC) No 1080/2006
- the Interreg V-A Romania-Bulgaria Programme, approved by the European Commission by Decision no. 886/12.02.2015;

§ 1 Award of subsidy

- 1) The object of this contract is the award of ERDF financing by the MA for the implementation of ROBG-478, "Improving safety of navigability on Danube river in the Calarasi - Silistra cross - border region", herein referred to as "project", according to the decision of the Monitoring Committee no. 72/22.03.2018.
- 2) The LB receives funding on the basis of the provisions of the present contract and its annexes, which the LB declares to know and accept.
- 3) The LB accepts the funding and shall coordinate the implementation of the project in due time according to the provisions of the present contract and of the national and European legislation.

§ 2 Duration of the contract

- 1) The subsidy contract becomes effective on the date the last party signs it. The last party signing has the obligation to note the date.
- 2) The implementation of the project starts the day after the date when the contract becomes effective.
- 3) The implementation period of the project is 36 months. The implementation period cannot exceed the 31st of December 2023.
- 4) The subsidy contract ends in 5 years from the final payment to the lead beneficiary.

§ 3 Budget of the project

- 1) The total eligible value is 5,946,041.76 EUR (non-refundable financing and the contribution of the partner -), out of which:
 - a) 5,054,135.48 EUR ERDF, representing maximum 85%
 - b) 772,926.00 EUR State Budgets Cofinancing, representing maximum 13%
 - c) 118,980.28 EUR Partners own contribution
- 2) The total non-eligible value is in amount of 662,798.85 EUR and shall be supported by the LB and partners according to the approved budget.
- 3) The total estimated net revenue is in amount of 0.00 EUR. The additional net

revenue generated during implementation of the project, resulting from sources of revenue not taken into account in determining the potential net revenue of the project, shall be deducted from the eligible expenditure of the project.

- 4) Where it is objectively not possible to determine the revenue in advance based on the method set out in Article 61 paragraph 3(b) of Regulation 1303/2013, the net revenue generated within three years of the completion of the project, or by the deadline for the submission of documents for Programme closure, whichever is the earliest, shall be deducted from the project eligible value.

§ 4 Value of the contract

- 1) The value of the present contract is 5,054,135,48 EUR / five million fifty-four thousand one hundred thirty-five euro and forty-eight eurocents, representing the maximum total ERDF eligible value of the project according to Annex 1 - Budget of the project.
- 2) The MA will transfer the ERDF funds on the basis of the eligible expenditures. MA will make the transfer of ERDF in the limit of the existent balance at the date of reimbursement request, and in case of insufficient funds, payment process will be suspended until the European Commission credits the program's account with the amounts representing the ERDF funds.
- 3) MA will make the transfer of ERDF in the limit of available funds at Programme level at the date of reimbursement request. In case the ERDF funds are insufficient at Programme level, the Lead Beneficiary and its partners commit to support from their own budget the funds necessary for the implementation of the project, according to the approved Application and observing the provisions of the present contract and its annexes and of the European and national legislation in force.
- 4) The Lead Beneficiary commits itself to support its own contribution and the non-eligible expenditures as well as to ensure the temporary availability of funds for the proper implementation of the project until they are reimbursed by the MA.
- 5) In the case of net revenue generating projects, the partners shall respect the provisions of Article 61 of Regulation (EU) No. 1303/2013

§ 5 Eligible Expenditures

- 1) The starting date for the eligibility of expenditure is the first day after selection of the project by the Monitoring Committee. Expenditures for the project must be paid at the latest within 2 months after the implementation period, as mentioned in Article 2(3), but not later than 31.12.2023. Expenditures committed after the finalization of the implementation period shall not be eligible. In case the project is not finalized during the eligibility period of expenditures, the Lead Beneficiary and its partners shall ensure from their own budget the necessary funds for the finalization of the project, according to the last approved Application Form.

Expenditure is incurred when the activity that has generated the expenditure (for example the works executed in accordance with the conditions of the contract) has been completed or the services foreseen in a contract have been provided and accepted by the beneficiaries. Proof of expenditures incurred relates to supporting documents indicating the completion of the activity, for instance take over certificates or confirmation of service delivery.

2) The expenditures related to the project are eligible provided that they observe the provisions of Annex 4 List of eligible expenditures applicable to Priority axis 1-5, the applicable European and national legislation in force. The rules stated in the Applicant's Guide related to ceilings must be observed.

3) As an exception from the provisions of paragraph 1, preparation costs are eligible if they were incurred between 1st of January, 2014 and the submission of the Application Form.

4) All preparation costs for all the partners shall be requested for reimbursement in the first project report, otherwise they will be considered non-eligible expenditures.

§ 6 Reimbursement of the expenditures

1) The total amount each partner commits to spend and request for first level control by the end of the month marking the half of the implementation period is provided below.

Month of implementation	Amounts ¹ to be requested for FLC		
	LB	P2	P3
Total of amounts requested for FLC at half of the implementation period (month 18)	25,718	7,313	9,000
Partner's total budget	719,346	1,999,999	3,226,697

2) The LB has the possibility to ask expenditure for reimbursement to the MA via a project report submitted in the electronic system at any given time for one or more partners in accordance with the defined periods within the electronic system (or with prior modification of the defined periods in the electronic system), provided that the expenditure claimed for reimbursement is not lower than 5,000 euro ERDF. The total amount to be requested for first level control mentioned at the half of the implementation cannot be changed.

3) In case the total amounts requested for first level control verification are lower compared to the total amounts forecasted for the half of the implementation period, the MA is entitled to decommit project funds by

¹ Amounts will be introduced in Euro, rounded, without decimals



reducing the original project budget and the corresponding ERDF contribution, as follows:

- a) 10% reduction of the budget for the partners who have requested amounts for first level control lower than 75% of the initial amounts included in the schedule for first level control requests
 - b) 25% reduction of the budget for the partners who have requested amounts for first level control less than 50% of the initial amounts included in the schedule for first level control requests
- 4) Also, considering the focus on the 2014-2020 period is on results, in case the project contribution to indicators is lower compared to the application form, the MA is entitled to decommit project funds by reducing the original project budget and the corresponding ERDF contribution, as follows:
- a) 10% decommitment will apply to the budget of the beneficiaries in case the project indicators were reached lower than 75% of the initial project indicators (average at project level considering all indicators)
 - b) 25% decommitment will apply to the budget of the beneficiaries in case the project indicators were reached lower than 50% of the initial project indicators (average at project level, considering all indicators)
 - c) In case the project did not contribute to the result indicators (a non-quantifiable one) a 10% decommitment will apply to the budget of the beneficiaries

If the project goal was not reached, the contract shall be terminated.

5) In case of a decision on the decommitment of the project, the Lead beneficiary shall submit to the MA a revised budget and Application Form, if the case, reflecting the decommitment, within two weeks following the receipt of MA's notification. In case of failure to respect the deadline, the decommitment shall be applied proportionally to all budgetary lines. The modification of the contract in case of decommitment at project level shall take the form of a decision of the representative of the Managing Authority signing the contract, which will be notified to the lead beneficiary, and which becomes part of the contract.

6) In case of decommitment, the Lead beneficiary together with the partners may decide to give up financing, but in this case all the funds reimbursed shall be recovered by the Managing Authority. The decommitment shall be done without prejudice for partners' obligation to implement all the activities and achieve all the results, according to the approved application form.

7) A first level control system has been established both in Romania and Bulgaria in order to check the expenditure made by the project partners from each country. Therefore, each partner has the obligation to ensure that its expenditures are checked and validated by a controller from the state on whose territory it is located, before the project report is submitted.

8) The LB must present all documents to the controllers and make sure that all partners present their documents, in order to be verified (including the description of the activities' progress and relevant documents as foreseen by the draft of the partner reports within the electronic system) before drafting and forwarding the project report. All supporting documents should be uploaded by the partners via electronic system.



- 9) In case partners decide not to externalize activities, as foreseen in the approved Application Form, and decide to implement them "in house", without requesting the reimbursement of the respective amounts from the Programme, the project budget shall be reduced automatically with the respective amounts. To this end the partners have the obligation of informing the MA in due time, through the LB, regarding the decision taken and request the reduction of the budget. The reduction of budget shall take the form of a decision of the representative of the Managing Authority signing the contract, which will be notified to the LB/partners, and which becomes part of the contract.
- 10) Every 6 months the LB must create and submit to Joint Secretariat (JS) via the electronic system a project report including physical progress of the project, based on partners reports submitted in the e-MS in accordance with the conditions provided hereunder, in the Programme Implementation Manual, e-MS manual and in the applicable legislation.
- 11) The project report submitted by the LB shall contain only validated expenditure and shall be supported by the First Level Control Report issued by the Controllers of the Project Partners. The expenditures that were not validated by the controllers are deemed to be non-eligible for the Programme and shall not be requested for reimbursement.
- 12) The LB must include in a project report both physical and financial progress of the project. The instructions presented in the reporting models must be followed exactly. All reports must be submitted in English.
- 13) The final Project Report has to be submitted to the JS at the latest within five months after the end date of the implementation period of the project.
- 14) The funds are reimbursed only in Euro and will be transferred into a special bank account opened exclusively for the project, indicated by the LB. The exchange rate differences are non-eligible expenditures for the project. The exchange rate risk is borne by the partner concerned.
- 15) The expenditure incurred in a currency other than the euro shall be converted into euro by using the monthly accounting exchange rate of the Commission in the month during which that expenditure was submitted for verification to the first level controller. The LB transfers the received ERDF amounts to all partners within 5 working days as of cashing in the amounts from the MA and will make no deduction, retention or further specific charge from the ERDF amounts it receives.

§ 7 Rights and duties of the parties

Lead Beneficiary

In addition to the obligations of the LB as already stated, the LB undertakes the following duties:

- 1) The LB guarantees that it is entitled to represent all beneficiaries participating in the project and that it established with the beneficiaries the division of the responsibilities regarding the implementation of the project in the form of agreements. To this end the LB has concluded a Partnership Agreement laying down its relations with all beneficiaries participating in the project and comprising inter alia provisions guaranteeing the sound management

of the funds allocated, including the arrangements for recovering unduly paid amounts.

- 2) The LB is liable towards MA for implementing the project in a proper and timely manner according to the provisions of the present contract, of the application form approved by the Monitoring Committee and its annexes, of the Partnership Agreement of the Programme's Implementation Manual and of the national and European legislation in force. The LB shall also be liable towards MA for achieving the results and indicators stipulated in the contract and its annexes.
- 3) In case of lack of available ERDF funds at Programme level, the LB has the obligation of ensuring from its own budget the necessary funds for implementing the operation according to the approved Application, the present contract and the national and European legislation in force.
- 4) In case of insufficient ERDF funds at Programme level, the MA has the right to request the LB all or part of the funds already paid, proportionally with the reimbursed amounts. The LB and its partners have the obligation of repaying the respective amounts within 30 days of receiving the date of notification from the MA. If the Lead partner does not manage to recover the funds from the partners, it will inform the MA and will send all necessary documents for the MA to be able to take all necessary measures stipulated by the legislation in force.
- 5) Starting the 31st day as of the expiry of the deadline stipulated at paragraph 4 an interest rate bigger with one and a half points than the rate applied by the Central European Bank as in force on the first working day from the month of the deadline date shall be applied to the owned amounts.
- 6) The LB guarantees furthermore that itself and all partners have complied with all legal requirements and that all necessary approvals for the proper implementation of the project have been obtained.
- 7) The LB ensures the implementation of the entire project and has to:
 - a) assume responsibility for ensuring implementation of the entire project;
 - b) ensure that expenditure presented by all partners incurred for implementing the project corresponds to the activities agreed between all the partners, and is in accordance with the provisions of the subsidy contract;
 - c) inform the MA, within 5 working days from the occurrence of such circumstances, if one of the disbursement conditions ceases to be fulfilled, or circumstances arise which entitle the MA to reduce payment or to demand repayment of the subsidy wholly or in part;
 - d) comply with the regulations referred to in the preamble to this contract as well as with relevant national and European legislation;
 - e) comply with the provisions of the Applicant Guide and the Project Implementation Manual (published on the Programme website www.interregrobgeu);
 - f) observe and make sure that all partners observe the national and European legislation on state aid, equal opportunities, sustainable development and environmental protection;





Interreg 

- g) make and satisfy itself that all partners make all expenditure according to the national laws on public procurement or Annex 3, whichever is applicable;
 - h) ensure that all the partners select the final beneficiaries of the projects (target groups) by a transparent procedure;
 - i) ensure that all partners have a proper analytical accounting system and analytic accounts for the project exists. The accounting system must be in line with the national legislation;
 - j) observe and make sure that all partners observe the provisions from the Visual Identity Manual (published on the Programme website www.interregrobg.eu).
 - k) to provide the assessors carrying out the Programme evaluation and ex post evaluation of the Programme according to Articles 55, 56 and 57 of Regulation (EU) No 1303/2013 with any document or information necessary to assist the evaluation.
- 8) When drafting and submitting project reports, LB is liable towards the MA for consolidating the information from all project partners and for including all FLC certificates available in the electronic system at the date of the project report submission, being responsible for collecting documents and information from every partner.
- 9) LB is liable towards the MA for ensuring that all of its partners have a legal status, that they have the capacity to manage the project, that they observe the provisions from the Applicant's Guide and the Project Implementation Manual. Moreover the LB is liable towards the MA for ensuring that its partners fulfill their obligations regarding the implementation of the project. The LB is also liable towards the MA for all irregularities, even those committed by the project partners.
- 10) The LB must answer all written requests from the MA, JS or other bodies involved in the implementation of the Programme within the deadline stipulated in the respective request. LB is responsible for gathering the information from all partners in due time.
- 11) The LB takes full responsibility for the damages caused to third parties from its own fault during the implementation of the project. MA has no responsibility for the damages caused to third parties as a result of executing the contract.
- 12) The LB must not receive or have received funds from other Programmes for the same project. The LB ensures that the project partners respect the same obligation.
- 13) Any results or rights related to the project, including author's rights and/or any other intellectual or industrial property rights, obtained from the implementation or as a result of the implementation of the contract, except the cases where such rights exist before the contract, shall represent the property of the LB and/or his partners, as the case may be.
- 14) The LB cannot mortgage or impose any other form of bank guarantee on the goods purchased from the financing throughout the implementation period of the project and 5 years after the final payment.





Interreg 

- 15) By exception from the provisions of the previous paragraph, the Lead Beneficiary or any other project partner may mortgage or impose other form of bank guarantee on the capital asset/s that represent/s the subject of financing throughout the implementation period of the project, provided the value of the credit obtained does not exceed the total value of the partner's budget. :
- 16) The Lead Beneficiary has to inform the Managing Authority and present the following documents in maximum 10 working days from the signing of the contract:
- a. The evaluation of the asset (if the asset was already delivered), performed by a bank or independent evaluator.
 - b. A copy of the contract or, in case of mortgage a copy of the documents related to the registration of the mortgage in the relevant public registers.
- 17) The Managing Authority reserves the right not to agree with the mortgage or with other form of bank guarantee.
- 18) In case the bank/institution where the credit was obtained imposes on the project partner to use its own account, then all the expenditures related to the project implementation must be performed from the respective account.
- 19) In case of projects comprising investment in infrastructure or productive investment, the Lead Beneficiary shall reimburse the MA the amounts received if within 5 years of the final payment it is subject to any of the following:
- a) a cessation or relocation of a productive activity outside the Programme area;
 - b) a change in ownership of an item of infrastructure which gives to a firm or a public body an undue advantage;
 - c) a substantial change affecting its nature, objectives or implementation conditions which would result in undermining its original objectives
- 20) The Lead Beneficiary understands and agrees that the MA has delegated tasks to the JS, according to the Implementing Agreement concluded between the MA and the JS and therefore the Lead Beneficiary agrees to cooperate with the JS in the same way as with the MA.
- 21) In dully justified cases, not imputable to the partners, when a project partner is in impossibility of fulfilling its obligations according to the contract, the partner may request through the Lead Beneficiary and with the written agreement of all partners, the suspension of the implementation period, for a clearly determined period of time. After verifying the conditions, the MA may approve, under its specific conditions, through a written decision of the representative of MA signing the contract, the suspension of the contract starting with the date indicated by the partner. The Partner requesting the suspension of the implementation period has the obligation to inform MA in maximum 3 days from the date when he took notice of the situation, in any written form (including e-mail) and the Lead Beneficiary has the obligation to submit all the relevant documents in maximum 5 working days, including the written agreement of all project partners. The suspension may be requested only once during the implementation period. During the suspension period no



activity shall be performed by any of the project partners.

22) If the MA demands repayment of the ERDF in accordance with this contract, the LB is liable to the MA for the total ERDF that has been reimbursed to him.

23) The LB is at all times obliged to retain for audit purposes all files, documents and data about the project on customary data storage media in a safe and orderly manner. The LB guarantees that all of its Project Partners fulfill this duty.

24) During the implementation period of the project as well as after the end of the implementation period of the project, for a 3 years period after the official closure of the Interreg V-A Romania-Bulgaria Programme, the LB has the obligation to preserve and to present, to the Joint Secretariat (JS, within the Regional Office for Cross-Border Cooperation Calarasi, Romania), MA, Certifying Authority (CA, within the Romanian Ministry of Regional Development and Public Administration), Audit Authority (AA, within the Romanian Court of Accounts), European Commission (EC), European Court of Auditors and any other body designated to perform controls on the use of the financing, all project documents, including the inventory for the actives gained as a result of using the funds. The time period shall be interrupted either in the case of legal proceedings or by a duly justified request of the Commission. The documents must be properly archived. Also, the MA must be informed on the location of these documents.

25) The LB must observe the recommendations received after an audit control, otherwise the MA has the right to terminate the contract. The LB ensures that the project partners fulfill this obligation.

26) In case of remaining funds/economies, the LB must notify the MA within 15 days following the finalization of implementation of the public procurement contracts at project level. The LB must clearly specify in the notification the amounts of the remaining funds and if there is a need of re-using these within the project.

Managing Authority

1) The MA shall make available the information regarding the official closure date of the Ro-Bg Programme to the LB within 5 working days from the date of the receipt of the Commission's official notification in this respect.

2) The MA has the right to decide on the eligibility of expenditure related to the expenditure claimed in a project report.

3) The MA has the obligation to support the LB by providing necessary information and clarifications for the implementation of the project.

4) The MA has the obligation to reply to any written request from the LB in maximum 30 days from the date the MA receives the request.

5) The MA is entitled to verify and to control the proper use of funds by the LB or by its project partners. The verifications to be carried out by the managing authority shall cover administrative, financial, technical and physical aspects of the project, as appropriate. The MA shall be responsible for the control of the

proper use of funds by the LB or by its partners, in particular through preventing, detecting and correcting irregularities and recovering amounts unduly paid together with interest on late payments where appropriate.

- 6) The responsible auditing bodies of the EU and the two partner states and, within their responsibility, the Audit Authority from Romania and the group of auditors as well as the MA are entitled to audit the proper use of funds by the LB or by its project partners or arrange for such an audit to be carried out by authorized persons.
- 7) MA is entitled to verify the sustainability of the project for a period of 5 years after the final payment.
- 8) The MA shall authorize and reimburse all eligible expenditures related to the project reports submitted by the LB, as per the First Level Control (FLC) Reports issued by FLC and recommendation of the JS.
- 9) The MA has the obligation to inform the LB regarding the reports, conclusions and recommendations made by the European Commission or Audit Authority that may affect the implementation of the present contract.
- 10) Additional obligatory deadlines to submit a project report may be set by the MA in order to avoid decommitment of ERDF contribution at Programme level. The additional deadlines shall be communicated at least 2 months in advance to the LB.
- 11) In case one of the obligations of the Lead Beneficiary is not fulfilled, the MA may suspend the execution of the contract.
- 12) In case of suspending the contract, the MA shall notify the Lead Beneficiary regarding this decision, duration of the suspension period, the proposed corrective measures and also the related financial measures. The MA shall also notify the Lead Beneficiary if the suspension period is cancelled prior to the initially set deadline.
- 13) Subject to availability of funds, the Managing Authority shall pay the total due amount of eligible public expenditure no later than 90 days from the date of submission of the project report by the Lead Beneficiary.
- 14) The payment deadline mentioned in paragraph 13 may be interrupted by the Managing Authority in either of the following duly justified cases:
 - a) the amount requested in the project report is not due or the appropriate supporting documents have not been provided;
 - b) an investigation has been initiated in relation to a possible irregularity affecting the expenditure concerned.
- 15) The payment deadline shall be resumed once the cases mentioned above have been solved.
- 16) The Managing Authority has the right to modify the provisions of the contract unilaterally through instructions issued by the Head of the Managing Authority, which shall be communicated to the Partners and posted on the Programme's website, www.interregrobgeu. The instructions shall become part of the contract.
- 17) The MA is entitled to publish data regarding the project in accordance

with Article 115(2) of Regulation (EU) no. 1303/2013.

18) The Managing Authority may decommit/use the remaining funds following the finalization of public procurement procedures and/or public procurement contracts at project level.

§ 8 Publicity

- 1) The Lead Beneficiary must inform and must ensure that all project partners inform the public, by means of the measures laid down in Annex XII of Regulation (EU) no. 1303/2013, about the assistance obtained from the Funds.
- 2) The Lead Beneficiary and all project partners are responsible for the implementation of the information and publicity activities related to the non-reimbursable financial assistance received through the programme.
- 3) The Lead Beneficiary must ensure and must satisfy itself that all project partners ensure transparency and accurate information to the mass media on the projects financed under Interreg V-A Romania-Bulgaria Programme.
- 4) All information and publicity actions developed by the project partners (including the Lead Beneficiary) must observe the Visual Identity Manual (available on the Programme website www.interregrob.org.eu or on request at the Joint Secretariat). The project partners shall request the approval by the JS of all information and publicity measures regarding their conformity with the Visual Identity Manual.
- 5) The publications edited within a project financed under Interreg V-A Romania-Bulgaria Programme shall include the name of the project and reference to the EU co-financing of the Programme, on the first and the last cover. The publications shall also contain contacts (persons, institution/organization, phone, fax, email and postal address) for the persons interested in finding out further details. The responsibility for the content and layout of materials belongs solely to the partner.
- 6) For all information and publicity actions developed by the project partners, the Lead Beneficiary must ensure that they archive in a single place (hard copy and/or electronically) the documents related to these activities (e.g.: information and publicity materials they produced: printed materials, audio-video materials).
- 7) The Lead Beneficiary is responsible to inform the Joint Secretariat regarding the information and publicity measures taken in order to promote the projects financed under ERDF.
- 8) The rules stipulated in the Visual Identity Manual are mandatory for the Lead Beneficiary and all project partners.
- 9) By accepting the funding, the LB and its partners give their acceptance for their inclusion in the list of projects published in accordance with Article 115(2) of Regulation (EU) no. 1303/2013.
- 10) The LB shall ensure the proper means of communication between the project and the Programme, including:
 - a. participation, whenever requested, in LB trainings organized by the JS;
 - b. participation, whenever requested, in other events organized by

the Programme with the purpose of presenting/ discussing/ developing/ sharing project results and creating synergies with other projects and relevant organizations.

- c. providing a visible link on the project's website to the Programme website.

§ 9 Confidentiality

- 1) With the exception of the situations foreseen at Article 7, paragraph 24 and article 8 of the present contract, the Managing Authority and the Lead Beneficiary undertake to preserve the confidentiality of any document, information or other material communicated to them in confidence until at least five years from the official closure of the Programme. The release of information to persons involved in implementing / verifying / controlling / auditing the project shall be performed on confidential basis and shall cover the information that is necessary for implementing the project.
- 2) The data used for publicity purposes, for informing on and promoting the use of ERDF funds, shall not be considered as having confidential status.
- 3) The Managing Authority has the right to release information regarding the project at the request of public institutions, investigating the project.
- 4) The contracting party shall bare no responsibility for releasing information on the contract if:
 - a. the information was released with the written agreement of the other contracting party; or
 - b. the contracting party was legally forced to release the information.
- 5) Failing to observe the confidentiality obligation gives the damaged party the right to claim compensations from the damaging party.
- 6) Notwithstanding the obligations set forth by this contract and its Annexes concerning the provision of information and documents required by the authorized institutions/departments in order to perform audit and control activities, the parties hereby undertake to preserve the confidential nature of the Personal Data, according to the provisions of Directive (EU) 2016/680 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data by competent authorities for the purposes of the prevention, detection, investigation or prosecution of criminal offences or the execution of criminal penalties, and on the free movement of such data, and repealing Council Framework Decision 2008/977/JHA and according to the provisions of the Regulation No 679 of 27 April 2016 on the protection of natural persons 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).
- 7) The Lead Beneficiary and the Beneficiaries shall not use confidential information for any other aim than fulfilling their obligations under this Contract unless otherwise agreed with the MA.

§ 10 Conflict of interests

- 1) In the present Contract, the conflict of interests represents any



circumstances defined as such in the national/European legislation.

- 2) Any conflict of interests that arises during the implementation of the contract shall be immediately notified to the JS. The MA reserves the right to verify such circumstances and take the necessary measures, where necessary.
- 3) The LB and partners shall observe the provisions of the Guidelines for beneficiaries regarding the conflict of interest, drafted on Programme level and available on www.interregrobg.eu.

§11 Irregularities and recovery of the funding

- 1) "Irregularity" according to the current Contract means any breach of the Union law, or of the national law relating to its application, resulting from an act or omission by an economic operator involved in the implementation of the ESI Funds, which has, or would have, the effect of prejudicing the budget of the Union by charging an unjustified item of expenditure to the budget of the Union.
- 2) MA shall show zero tolerance to any suspected cases of fraud and shall take all necessary measures to prevent and correct such cases.
- 3) In case of irregularity, the MA shall impose to the Lead Beneficiary all the necessary measures for the elimination or diminishing of the consequences on the implementation of the project.
- 4) MA may suspend or terminate the contract in case the partners fail to take the imposed measures.
- 5) In case an irregularity is committed, the LB is responsible for repaying to the MA the amount affected by the irregularity, even if the irregularity was committed by one of the project partners.
- 6) The MA is entitled to take the decision for suspending/terminating the contract, after verifying the reasons and any relevant documents presented by the LB and/or JS and the related documents.
- 7) In case the contract shall be terminated, the MA notifies the LB regarding this decision and the related financial measures. In this case, within 30 days from receiving such notification, the LB and/or project partners shall fully return the amounts specified in the notification, without deducting any bank charges.
- 8) For the irregularities committed by a project partner, the LB is entitled to request these amounts from the responsible project partner in order to be repaid to the MA. In specific cases, for irregularities discovered after payment of the final project report, the partners may repay the due amounts directly to the MA, notifying the LB about this option.
- 9) If the Lead Beneficiary does not manage to recover the unduly paid ERDF contribution from the project partners, it will inform the MA and will send all necessary documents for the MA to be able to take all necessary measures stipulated by the legislation in force.
- 10) Any extra payment done by the MA is considered unduly paid amount, and the LB has to repay the respective amounts within 30 days from the receipt date of such notification from the MA.

- 11) In case the irregularity is discovered before the final payment, the MA is entitled to diminish the reimbursed amount starting with the next payment until the total recovery of the debt, to which the bank charges are added.
- 12) In case the irregularity resulting in an unduly paid amount is discovered after the final payment or the debt was not entirely recovered, the MA shall notify the LB regarding the unduly paid amount, and the LB has the obligation to return, within 30 days as of the receiving date of the notification, the amount, including bank charges.
- 13) The final payment will be made only after the recovery of any known debts from the lead beneficiary and/or any other partner of the project;
- 14) In duly justified cases and based on a statement given by the LB in which he takes the responsibility to transfer the debt amount to the MA in 5 days from the date the final payment is paid by MA, the MA can transfer the amounts related to the final project report.
- 15) Starting with the 31st day as of the expiry of the deadlines stipulated at paragraphs 7, 10, 12 an interest rate bigger with one and a half points than the rate applied by the European Central Bank as in force on the first working day from the month of the deadline date shall be applied to the owed amounts.
- 16) In case financial corrections are applied by the European Commission to the Programme with regard to the performance framework, according to Article 22 of Regulation (EU) No. 1303/2013, the Managing Authority may decide to cover the financial correction from the projects' budgets which have not achieved their indicators.
- 17) In case the European Commission applies financial corrections to the Programme on the basis of extrapolation or flat rate, the Managing Authority may decide to cover these corrections from the projects' budgets, concerned by the corrections.
- 18) In case of observations and/or reservations raised by the Commission on the description of the Management and Control System of the Interreg V-A Romania-Bulgaria Programme or in case of a system error detected, the MA has the right to temporarily withhold payments to a particular partner (LB or P) or the project as a whole. Payment suspension(s) shall be lifted as soon as observations and/or reservations raised by the Commission have been withdrawn and the MA has received sufficient evidence on the solution of the systemic error(s) detected.

§ 12 Assignment, legal succession

- 1) The Lead Beneficiary cannot renounce totally or partially the rights and obligations resulted from the present contract unless it has the clear agreement of the MA and of the Monitoring Committee.
- 2) In case of legal succession, e.g. where the LB changes its legal form, the LB is obliged to transfer all duties under this contract to the legal successor. The LB shall notify the MA about any change with 15 working days beforehand.

§ 13 Amendment

1) With the exception of the situations foreseen at Articles 6(5), 6(9), 7(21) - Lead beneficiary section and 7(16) - Managing Authority section of the present contract, any modification to the present contract shall be done with the agreement of both parties.

2) The LB has the obligation to initiate the amendment procedures of the present contract with minimum 30 days before the addendum is intended to produce its effects.

3) Any request for modification of the Subsidy Contract has to be justified and submitted by the LB to the Joint Secretariat in a written form, as regulated in the Programme's Implementation Manual. The Joint Secretariat will analyze the request and may request additional information from LB, and after clarifications (if the case) submits the request of modification for approval to the Managing Authority or the Monitoring Committee according to the type of the modification requested. The Addendum to the Subsidy Contract has to be signed by both parties according to the approval of the Managing Authority /Monitoring Committee.

The Managing Authority/Monitoring Committee has the right to refuse the proposed modifications by the partner (or part of them) for which justification was not provided and which were not considered acceptable. In case the proposed modification was refused by the Managing Authority, it cannot be requested again.

4) The LB has to request the modification of the Subsidy Contract by addendum in the following cases:

- a) changes in the partnership;
- b) substantial changes in the content of the project;

5) Further detailed rules describing cases of substantial changes in the content of the project are set in the Programme's Implementation Manual, available on the Programme's website www.interregrobg.eu.

6) The last request for modification of the Subsidy Contract should be submitted no later than two months before the end date of the project.

7) As an exception from the provisions of paragraphs 3 and 4 of the present article, other changes in the project will not require subsidy contract modification by addendum, but the LB has to notify the Joint Secretariat in a written form in each case at the moment when the changes occur. The JS will verify that the project change does not fall under cases regulated in paragraph 4 and will inform the LB without any delay if it requires subsidy contract modification by addendum.

8) Addenda become effective the day of their signing by the last party. Modifications incurred in the respective national/European applicable legislation with impact on the implementation of the contract, become effective from the date the respective legal act enters into force without being confirmed through

an Addendum.

§ 14 Termination

- 1) Any breach of the provisions of the present contract may result in the termination of the present contract and in the recovery in whole or in part of the financing, including any interest and/or related bank charges.
- 2) In exceptional and duly justified cases, including the occurrence of “force majeure”, the MA may decide on terminating the contract, by a written notification, without requesting the reimbursement of the already paid amounts.
- 3) The MA is entitled to terminate this contract, in whole or in part, without any other formality, and to demand repayment of the amounts already paid amounts, if:
 - a) The MA finds an inconsistency between the reality and the declarations of the LB or any project partner in the application form, regarding the financing of the project from national or European public funds, or regarding the financing from other national or European Programmes; or
 - b) The MA or the audit bodies find that the subsidy awarded has been partially or entirely misapplied for purposes other than those agreed upon herein, including 5 years after the final payment; or
 - c) The MA finds that insolvency proceedings are instituted against the assets of the LB or any of the other project partners or insolvency proceedings are due to lack of assets for cost recovery, provided that this appears to prevent or risk the implementation of the project, or
 - d) the LB closes down; or
 - e) The MA finds that during the implementation period of the project including 5 years after the final payment, the LB or any project partner wholly or partly sells or transfer in any form the right of property of the goods purchased from the financing, including under the conditions of article 71 from Regulation 1303/2013 (change in the nature of ownership of an item of infrastructure or the cessation of a productive activity and which affects the nature or the implementation conditions of the project or gives to a firm or a public body an undue advantage);
 - f) The LB fails to observe the provisions of article 7 paragraphs 15-18 (Lead beneficiary section) of the present contract;
 - g) The MA decides that the project became ineligible, if during its implementation and 5 years after the final payment modifications appear that affect the implementation conditions/ create for a third party an unjustified advantage, and the modification is the result of a change in the nature of the property/ ceasing/ change of the location of the project; or
 - h) The MA finds out that the LB failed to notify the MA within the set deadline on a case of conflict of interests or the necessary measures for ending such a situation were not taken; or
 - i) The MA finds out that the Lead Beneficiary or any project partner made

false declarations regarding the VAT eligibility and state aid.

- 4) The MA is entitled to terminate this contract, with a previous amicable procedure, and to demand repayment of the amounts already paid amounts if:
- a) the project has not been or cannot be fully implemented by carrying out the planned activities, the planned outputs and results or the project cannot or could not be realized in due time.
 - b) the LB has failed to submit the required reports or proofs, or to supply necessary information, within the set deadline and has not justified these delays; or
 - c) the LB or the project partners has/have impeded or prevented the auditing or control; or the recommendations resulted from the audit missions are not observed; or
 - d) a fraud is discovered at the LB/project partner level; or
 - e) the LB has failed to fulfill any other conditions or requirements stipulated in this contract; or
 - f) the LB fails to provide immediate information about circumstances that delay, hinder or make impossible the realization of the project, as well as about any circumstances that trigger a change of the reimbursement conditions and frameworks as laid down in this contract or which entitle the Managing Authority to reduce or demand repayment of the ERDF contribution wholly or in part
- 5) In case the indicators are not reached as mentioned in the approved Application Form, the MA has the right to decide the termination of the contract and to demand the repayment of already reimbursed funds, or, with the previous approval of the Monitoring Committee, to accept the partial completion of the project and reduce the project's budget accordingly.
- 6) In case the European Commission takes the decision of interrupting or totally suspending the funds, the Managing Authority may terminate the contract.
- 7) If the MA exercises its right of termination, the LB is obliged to transfer the reimbursed amounts to the MA. The amounts are due within 30 days following the date of the notification by which the member state asserts the repayment claim; the due date will be stated explicitly in the order for recovery. In case of non-payment at the due date, penalties bigger with 1.5 (one and a half) point than the rate applied by the Central European Bank from the first working day from the month of the deadline date shall be applied to the owed amounts. These penalties will not be supported from the contract value (they are non-eligible expenditure).
- 8) If any of the circumstances stipulated at paragraph 3 appear before the entire amount of the subsidy is paid to the Lead Beneficiary, the payments will cease and there will be no requests from the Lead Beneficiary for the reimbursement of the remaining amount.
- 9) For all cases of contract breach, the Lead Beneficiary is legally late.



§ 15 Force majeure

- 1) Force majeure is any external event, unforeseeable, absolutely invincible and inevitable occurred after the conclusion of this Subsidy Contract and which prevents the execution of all or part of this contract. Force majeure, established under the law, exonerates the parties in case of failure to execute totally or partially the obligations under this Contract, as long as the force majeure is in force, and only if the other party has been duly notified. It is not considered force majeure an event similar to those above which, without creating an impossibility of execution, makes extremely expensive the fulfillment of the obligations of one of the parties. The party invoking force majeure shall notify the other party regarding the force majeure event, within five (5) calendar days from the date of issue of the force majeure. The party invoking force majeure is required to send to the other party, the document stating the existence of force majeure, within 15 (fifteen) calendar days from the date of its communication by the competent entity. The party invoking force majeure has the obligation to communicate the date of termination of the force majeure, within five (5) calendar days of the termination.
- 2) The responsible party will support all costs of the notification procedure.
- 3) The parties shall take all measures at their disposal to limit the consequences of Force Majeure.
- 4) If the party claiming force majeure does not notify the commencement and termination of the force majeure, under the terms and conditions laid down, it will not be exempted from responsibility and will pay all damages caused by the lack of notice to the other Party.
- 5) The execution of the contract is suspended from the occurrence of force majeure during the whole period of its action.
- 6) If force majeure and / or its effects lead to the suspension of the execution of this Subsidy Contract for a period longer than 3 (three) months, the Parties will meet within a period not exceeding ten (10) calendar days from the expiry date of this period in order to agree on how to continue, modify or terminate the Contract.
- 7) Fortuitous event does not exonerate the parties in case of failure to execute totally or partially the obligations under this Contract.

§ 16 Protection of personal data

- 1) Any personal data will be processed solely for the purposes of the performance, management and monitoring of this Contract by the MA and may also be passed to the bodies in charge with monitoring or inspection tasks according to Article 75 of the Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund

and repealing Council Regulation (EC) No 1083/2006 or any bodies/entities authorised by the MA. The Lead Beneficiary and the Beneficiaries will have the right of access to their personal data and the right to rectify any such data.

- 2) The Lead Beneficiary and the Beneficiaries shall limit access and use of personal data to that strictly necessary for the performance, management and monitoring of this Contract and shall adopt all appropriate technical and organisational security measures necessary to preserve the strictest confidentiality and limit access to this data.
- 3) Personal Data collection, processing and storage shall be performed according to the provisions of the Regulation No 679/2016 for the purpose of project implementation and monitoring, fulfilment of its objectives, as well as statistical purpose.
- 4) Personal Data, as classified by Regulation No 679/2016, shall be processed in accordance with the legislation aforementioned throughout the contractual period, including during the period of monitoring and verification of the contractual objectives, for the purpose and the legal basis for which this contract was concluded.
- 5) The parties shall take appropriate technical and organizational actions, according to their own responsibilities and institutional competencies, in order to ensure a proper Personal Data security level, during their processing and re-processing, their transfer to third-parties and publishing on internal or external public sources.
- 6) The parties shall ensure, according to their own responsibilities and institutional competencies, all the technical and organizational conditions to preserve the confidentiality, integrity and availability of Personal Data.
- 7) The parties shall inform and notify each-other about any security breaches regarding the processing of Personal Data related to this contract, in order for the required technical and organizational actions to be urgently adopted and the Romanian National Supervisory Authority for Personal Data Processing (ANSPDCDP) to be notified, according to the obligations arising from the provisions of Regulation No 679/2016.
- 8) The parties, through their representatives assigned to process the Personal Data related to this contract and its possible addenda, shall keep records of the processing activities according to Article 30 of the Regulation No 679/2016.
- 9) Each beneficiary/partner has the obligation of obtaining and keeping the records of the acknowledgements of the persons which are part of the project's target group, as well as of all the persons involved in the implementation of the project whose Personal Data are being used (e.g project team members, external experts, guests to events, etc.), for the activities in their responsibility, for the attainment and implementation of the project's objectives.



§ 17 Correspondence

- 1) Any legally binding correspondence and any official notifications can be lawfully served at the following addresses:
 - For the MA - Ministry of Regional Development and Public Administration located in Bucharest, Libertății Boulevard, no. 16, North Side, sector 5, Post code: 050706, tel: 004 0372 111 369, fax: 004 0372 111 456, e-mail: rob@mdrap.ro (as MA)
 - For the JS - Cross Border Cooperation Regional Office Calarasi for the Romania-Bulgaria Border, located in Calarasi, Chiciu area, part of the main building representing the Passengers and Goods Transport Public Service headquarter at PCTF Calarasi (Romania) - Silistra (Bulgaria), Calarasi county, Fiscal registration number 17554094, tel: 004 0242 313 091, fax: 004 0242 313 092, e-mail: helpdesk_rob@calarasicbc.ro (as JS)
 - For the Lead Beneficiary - Territorial Administrative Unit - Calarasi County: No. 1, 1 Decembrie 1918 Street, Calarasi Town, Calarasi County, Romania, fiscal registration number 4294030, Postal Code 910019, telephone: +40242/331.591/ +40722.151.010, fax: +40242/331.609, e-mail addresses: cjcalarasi@calarasi.ro and eduard.grama@calarasi.ro;
- 2) All correspondence between the MA and the LB shall be done through the JS, in English.
- 3) Any change of headquarters shall be forwarded to the other party of this contract within 15 days following the change of Address.

§ 18 Final provisions

- 1) In case a dispute arises between the MA and the LB, regarding the implementation of the present contract, a friendly conciliation shall be attempted. The competent legal authorities from Bucharest shall solve the dispute in case no mutual agreement can be reached.
- 2) Romanian law governs the present contract.
- 3) The present contracts forces the parties to observe in all and with good faith every provision, according to the principle of the bindery legal force of the contract between parties.
- 4) If any provision in this contract proves to be wholly or partially ineffective, the parties to this contract undertake to replace it by an effective one which comes as close as possible to the purpose of the ineffective provision.

§ 19 Signatures

- 1) This Subsidy Contract is issued in two copies, in English language, one for the Lead Beneficiary and one for the Joint Secretariat.
- 2) The following Annexes shall be deemed to form and be read and construed as part of this contract:

Annex 1: Budget of the project



Annex 2: Approved application form

Annex 3: Competitive procedure for Romanian private applicants/beneficiaries regarding the assignment of supplies, services and works contracts financed within Interreg V-A Romania-Bulgaria Programme

Annex 4: List of eligible expenditures applicable to Priority Axis 1-5

Annex 5: Overview of the equipment, services and works to be purchased by each beneficiary

Annex 6: Co-financing contracts signed with Territorial Administrative Unit - Calarasi County and Territorial Administrative Unit - Calarasi Municipality (all co-financing contracts signed with Romanian beneficiaries shall be annexed to the contract)

3) The contract and its Annexes are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a) Subsidy contract
- b) Any subsequent amendments of the contract and its Annexes made in accordance with the provisions of Article 13

Managing Authority


Ministry of Regional Development and Public Administration

Legal representative: Vice-Prime Minister, Minister of Regional Development and Public Administration

Name: Vasile-Daniel SUCIU

Signature

Date


20.08.2019

Lead Beneficiary


Territorial Administrative Unit - Calarasi County

Legal representative: President

Name: Vasile ILIUȚĂ

Signature

Date


29 noiembrie 2019



@Project budget summary

@ERDF

@Partner		@Programme Co-financing			@Contribution			@Total Eligible Budget	
@Partner	@Partner Abbreviation	@Country	@ERDF	@ERDF Co-Financing(%)	@Percentage Of Total ERDF	@Public Contribution	@Private Contribution	@Total Contribution	
Consiliul Judetean Calarasi	[RO] - CCC	ROMANIA	611 443.70	85.00 %	12.09 %	107 901.84	0.00	107 901.84	719 345.54
Община Силистра	[BG] - MS	БЪЛГАРИЯ (BULGARIA)	1 699 999.42	85.00 %	33.63 %	299 999.90	0.00	299 999.90	1 999 999.32
Unitatea Administrativ Teritoriala Municipiul Calarasi	[RO] - CM	ROMANIA	2 742 692.36	85.00 %	54.26 %	484 004.54	0.00	484 004.54	3 226 696.90
@Sub Total For Partners Inside			5 054 135.48	---	100.00 %	891 906.28	0.00	891 906.28	5 946 041.76
@Sub Total For Partners Outside			0.00	---	0.00 %	0.00	0.00	0.00	0.00
@Total			5 054 135.48	---	100.00 %	891 906.28	0.00	891 906.28	5 946 041.76



Addendum № 5

for modification of Co-financing contract № 41667/22.03.2019

Having in mind,

The provisions of Governmental emergency Ordinance no.36/2023 regarding the establishment of the general framework for closing the operational programs financed in the 2014-2020 programming period,

the Monitoring Committee Decision no.313/13.11.2023 and the provisions of article 13 of the Co-financing contract № 41667/22.03.2019,

Ministry of Development, Public Works and Administration with headquarters in Bucharest, 16 Libertatii Blvd., district 5, telephone: 037 211 14 09, fax: 037 211 15 13, Romania, tax registration no.26369185, acting as Managing Authority for the INTERREG V-A Romania-Bulgaria Programme, represented by Mr. Adrian-Ioan VEȘTEA, Minister of Development, Public Works and Administration, hereinafter referred as MA

and

Territorial Administrative Unit - Calarasi County, with headquarter in No. 1, 1 December 1918 Street, Calarasi Town, Calarasi County, Romania, Fiscal code 4294030, represented by Mr. Vasile ILIUȚĂ, President, hereinafter referred as Partner for the implementation of the project code e-MS ROBG - 478 entitled "Improving safety of navigability on Danube river in the Calarasi - Silistra cross - border region",

have concluded the present addendum and agreed upon the following:

- Article 1. In order to fully achieve the objective and indicators and ensure the functionality of the project a new paragraph 4² is added to article 2 of the Co-financing contract as follows:
- "4²) An additional 4 months and 15 days are granted, until 15.10.2024, with the obligation for the beneficiaries to physically complete and fully implement the project in order to fulfill its objectives, from their own budget, and to support all the expenses incurred and paid after December 31, 2023."
- Article 2. Article 2 Duration of the contract, paragraph 5 is modified as follows:
- "5) The co-financing contract ends in 5 years from the submission of the final Project Report."
- Article 3. The Lead beneficiary must submit, every 6 months, the project reports regarding the status of the project implementation, based on the beneficiaries input, in case of the projects which are granted more than 6 months.
- Article 4. Article 6 "Advance payment and reimbursing the expenditures", paragraph 24 is modified as follows:
- "24) The final Project Report has to be submitted to the JS at the latest within 3 months after the end date stipulated at art.2 paragraph 4², but not later than 31.12.2026."
- Article 5. Article 7 Rights and duties of the parties, section Partner, paragraph 14 is modified as follows:

"14) In case of projects comprising investment in infrastructure or productive investment, the Lead Beneficiary shall reimburse the MA the amounts received if within 5 years of the final Project Report it is subject to any of the following:

- a) a cessation or relocation of a productive activity outside the Programme area;
- b) a change in ownership of an item of infrastructure which gives to a firm or a public body an undue advantage;
- c) a substantial change affecting its nature, objectives or implementation conditions which would result in undermining its original objectives."

Article 6. Article 7 Rights and duties of the parties, section Managing Authority, paragraph 9 is modified as follows:

"9) MA is entitled to verify the sustainability of the project for a period of 5 years after the final Project Report."

Article 7. The Annex 1 - Project Application form generated by eMS system, @PART A - Project summary, section A.1 Project identification, section C.5 Work plan per work packages (implementation period of the WPs), section C.5.1 Periods are modified. ✓

The revised Annex 1-Project Application is attached to the present addendum.

Article 8. In duly and justified cases, the deadlines foreseen at article 1 of the present addendum may be extended by means of an addendum to the Co-financing contract, but not later than 31.12.2026. ✓

Article 9. All other terms and conditions of the contract remain unchanged.

Article 10. This addendum shall enter into force upon signature by the last party.

Article 11. This Addendum is issued in 2 copies, in English language, one for the Partner and one for the Joint Secretariat.

Managing Authority

Legal representative:

Minister of Development,

Public Works and Administration

Name: Adrian-loan VEȘTEA

Signature:

Date:



Partner

Legal representative:


President of Territorial Administrative

Unit - Calarasi County

Name: Vasile ILIUȚĂ

Signature:

Date:


Date: 21 mai 2024

Addendum № 5

for modification of Subsidy Contract № 41666/22.03.2019

Having in mind,

The provisions of Governmental emergency Ordinance no.36/2023 regarding the establishment of the general framework for closing the operational programs financed in the 2014-2020 programming period,

the Monitoring Committee Decision no.313/13.11.2023 and the provisions of article 13 of the Subsidy Contract № 41666/22.03.2019,

Ministry of Development, Public Works and Administration with headquarters in Bucharest, 16 Libertatii Blvd., district 5, telephone: 037 211 14 09, fax: 037 211 15 13, Romania, tax registration no.26369185, acting as Managing Authority for the INTERREG V-A Romania-Bulgaria Programme, represented by Mr. Adrian-Ioan VEȘTEA, Minister of Development, Public Works and Administration, hereinafter referred as MA

and

Territorial Administrative Unit - Calarasi County, with headquarter in No. 1, 1 December 1918 Street, Calarasi Town, Calarasi County, Romania, Fiscal code 4294030, represented by Mr. Vasile ILIUȚĂ, President, hereinafter referred as Lead beneficiary (LB) for the implementation of the project code e-MS ROBG - 478 entitled "Improving safety of navigability on Danube river in the Calarasi - Silistra cross - border region",

have concluded the present addendum and agreed upon the following:

- Article 1. In order to fully achieve the objective and indicators and ensure the functionality of the project a new paragraph 3² is added to article 2 of the Subsidy contract as follows:
- "3²) An additional 4 months and 15 days are granted, until 15.10.2024, with the obligation for the beneficiaries to physically complete and fully implement the project in order to fulfill its objectives, from their own budget, and to support all the expenses incurred and paid after December 31, 2023."
- Article 2. Article 2 Duration of the contract, paragraph 3 is modified as follows:
"4) The subsidy contract ends in 5 years from the submission of the final Project Report."
- Article 3. The Lead beneficiary must submit, every 6 months, the project reports regarding the status of the project implementation, based on the beneficiaries input, in case of the projects which are granted more than 6 months.
- Article 4. Article 6 "Reimbursement of expenditures", paragraph 13 is modified as follows:
"13) The final Project Report has to be submitted to the JS at the latest within 3 months after the end date stipulated at art.2 paragraph 3², but not later than 31.12.2026."
- Article 5. Article 7 Rights and duties of the parties, section Lead Beneficiary, paragraph 19 is modified as follows:

"19) In case of projects comprising investment in infrastructure or productive investment, the Lead Beneficiary shall reimburse the MA the amounts received if within 5 years of the final Project Report it is subject to any of the following:

- a) a cessation or relocation of a productive activity outside the Programme area;
- b) a change in ownership of an item of infrastructure which gives to a firm or a public body an undue advantage;
- c) a substantial change affecting its nature, objectives or implementation conditions which would result in undermining its original objectives."

Article 6. Article 7 Rights and duties of the parties, section Managing Authority, paragraph 7 is modified as follows:

"7) MA is entitled to verify the sustainability of the project for a period of 5 years after the final Project Report."

Article 7. The Annex 1 - Project Application form generated by eMS system, @PART A - Project summary, section A.1 Project identification, section C.5 Work plan per work packages (implementation period of the WPs), section C.5.1 Periods are modified.

The revised Annex 1-Project Application is attached to the present addendum.

Article 8. In duly and justified cases, the deadlines foreseen at article 1 of the present addendum may be extended by means of an addendum to the subsidy contract, but not later than 31.12.2026.

Article 9. All other terms and conditions of the contract remain unchanged.

Article 10. This addendum shall enter into force upon signature by the last party.

Article 11. This Addendum is issued in 2 copies, in English language, one for the Lead Beneficiary and one for the Joint Secretariat.

Managing Authority

Legal representative:

**Minister of the Ministry of
Public Works, Development
and Administration**

Name: Adrian-Ioan VESTEĂ

Signature:

Date:



Lead Beneficiary

Legal representative:

**President of Territorial
Administrative Unit -
Calarasi County**

Name: Vasile ILIUTĂ

Signature:

Date:



31 mai 2024.

Project Code ROBG-478

Cofinancing contract
from national budget
No. 41667 / 22.03.2019

The following cofinancing contract between

Ministry of Regional Development and Public Administration

16 Libertatii Street, Bucharest, Romania, tax registration no.: 26369185



- acting as Managing Authority for the Interreg V-A Romania-Bulgaria Programme, hereinafter referred to as MA,
represented by

Mr. Vasile-Daniel SUCIU, Vice-Prime Minister, Minister of Regional Development and Public Administration

and

Territorial Administrative Unit - Calarasi County: No. 1, 1 Decembrie 1918 Street, Calarasi Town, Calarasi County, Romania, fiscal registration number 4294030,

represented by Mr. Vasile ILIUȚĂ, President

hereinafter referred to as Partner

is concluded on the basis of:

- Council Regulation (EU) No 1303/2013 of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional





Interreg 

Cofinancing Contract

Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006;

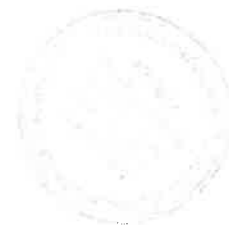
- Regulation (EU) No 1299/2013 of the European Parliament and of the Council of 17 December 2013 on specific provisions for the support from the European Regional Development Fund to the European territorial cooperation goal;
- Commission Regulation (EU) No 1301/2013 of the European Parliament and of the Council of 17 December 2013 on the European Regional Development Fund and on the specific provisions concerning the investment for growth and jobs goal and repealing Regulation (EC) No 1080/2006;
- the Interreg V-A Romania-Bulgaria Programme, approved by the European Commission by Decision no. 886/12.02.2015;
- GO No. 29/2015 regarding the management and use of external non-refundable funds and of national public co-financing for European Territorial Cooperation Objective.

§ 1 Object

- 1) The object of this contract is the award of national cofinancing by the MA for the implementation of ROBG-478, "Improving safety of navigability on Danube river in the Calarasi - Silistra cross - border region", herein referred to as "project", according to the decision of the Monitoring Committee 72/22.03.2018.
- 2) The Partner receives financing in the terms and conditions stipulated by the present contract. The annexes are part of the contract; the Partner must observe the provisions of both the contract and its annexes.
- 3) The Partner accepts the funding and shall implement the part of the project for which it is responsible in due time according to the provisions of the present contract and of the national and European legislation.

§ 2 Duration of the contract

- 1) The contract becomes effective on the date the last party signs. The last party signing has the obligation to note the date.



Cofinancing Contract

- 2) This contract is effective under the condition that subsidy contract is valid. Thus, the contract ends at the same date as the subsidy contract between the lead beneficiary and MA.
- 3) The implementation of the project starts the day after when the subsidy contract becomes effective.
- 4) The implementation period of the project is 36 months. The implementation period cannot exceed the 31st of December 2023.
- 5) The co-financing contract ends 5 years from the final payment to the partner.

§ 3 Budget of the project

- 1) The total eligible value is 5,946,041.76 EUR (non-refundable financing and the contribution of the partners), out of which:
 - a) 5,054,135.48 EUR ERDF, representing maximum 85%
 - b) 772,926.00 EUR State Budgets Cofinancing, representing maximum 13%
 - c) 118,980.28 EUR Partner's own contribution
- 2) The non-eligible value is in amount of 662,798.85 EUR and shall be supported by the LB and partners according to the approved budget.
- 3) The total estimated net revenue is in amount of 0.00 EUR. The additional net revenue generated during implementation of the project, resulting from sources of revenue not taken into account in determining the potential net revenue of the project, shall be deducted from the eligible expenditure of the project.
- 4) Where it is objectively not possible to determine the revenue in advance based on the method set out in Article 61 paragraph 3(b) of Regulation 1303/2013, the net revenue generated within three years of the completion of the project, or by the deadline for the submission of documents for Programme closure, whichever is the earliest, shall be deducted from the project eligible value.

§ 4 Value of the contract

- 1) The value of the present contract is 93,507.74 EUR/ ninety-three thousand five hundred seven euro and seventy-four eurocents, representing the value of the financing from the MA budget from the total eligible value of the

Cofinancing Contract

project, proportional to the eligible value of the activities realized by the partner and according to Annex-Budget. MA commits itself to transfer these funds to the partner, in Lei representing maximum 13% of the total eligible value of the activities realized by the partner.

- 2) Irrespective of possible fluctuation between the exchange rate used for calculation of lei amounts hereunder at the moment when the contract is signed and the exchange rate applicable at the date when any amounts are paid by the MA to the partner, the total value of the contract in Euro cannot be increased.
- 3) MA will make the transfer of co-financing funds from the state budget in the limit of the existent balance at the date of advance/project report, and in case of insufficient funds, payment process will be suspended until the Ministry of Public Finance credit the program's account with the amounts representing the co-financing funds from the state budget.
- 4) The partner commits itself to support its own contribution and the non-eligible expenditures.
- 5) In case the MA cannot reimburse the expenditures due to lack of available funds at Programme level, the partner commits to support from its own budget the funds necessary for the implementation of the project, according to the approved Application Form and observing the provisions of the present contract and its annexes and of the European and national legislation in force. The MA shall notify the LB/ partner regarding the lack of available funds.
- 6) In the case of net revenue generating projects, the partners shall respect the provisions of Article 61 of Regulation (EU) No. 1303/2013.

§ 5 Eligibility of Expenditures

- 1) The starting date for the eligibility of expenditure is the first day after selection of the project by the Monitoring Committee. Expenditures for the project must be paid at the latest within 2 months after the implementation period, as mentioned in Article 2(4), but not later than 31.12.2023. Expenditures committed after the finalization of the implementation period shall not be eligible. In case the project is not finalized during the eligibility period of expenditures, the partner shall ensure from its own budget the necessary funds for the finalization of the project, according to the last approved Application Form.

Cofinancing Contract

- 2) Expenditure is incurred when the activity that has generated the expenditure (for example the works executed in accordance with the conditions of the contract) has been completed or the services foreseen in a contract have been provided and accepted by the partners. Proof of expenditures incurred relates to supporting documents indicating the completion of the activity, for instance take over certificates or confirmation of service delivery.
- 3) The expenditures related to the project are eligible provided that they observe the provisions of Annex 4 List of eligible expenditures applicable to Priority Axis 1-5, the applicable European and national legislation in force. The rules stated in the Applicant's Guide related to ceilings must be observed.
- 4) As an exception from the provisions of paragraph 1, preparation costs are eligible if they were incurred between 1st of January, 2014 and the submission of the Application Form.
- 5) All preparation costs shall be requested for reimbursement in the first project report, otherwise they will be considered non-eligible expenditure.

§ 6 Advance payment and reimbursing the expenditures

- 1) An advance may be granted, at request, in an amount of maximum 60% from the value of the present contract.
- 2) In order to receive the advance, the partner must send an advance request in original to the MA. This request shall stipulate the percent and the bank account, and the MA shall ensure the availability of advance payments on the basis of financial flows drafted on the basis of advance requests.
- 3) The MA shall verify the request for advance in maximum 15 days from the registration date at the MA level. The MA may suspend this deadline in case clarifications, modifications or other additional information are needed, data that must be provided by the partner in maximum 5 working days from the request. The deadline shall be recalculated from the date when the MA receives the requested information/clarifications/additional documents.
- 4) The MA shall transfer the advance to the partner in maximum 10 days from the date of the approval of the advance payment request. The payment date is considered to be the date when the payment is done from the MA account.
- 5) The advance will be recovered by deducting entirely the State Budget co-

financing (13%) from the eligible value of the next project reports from the financing source they were granted.

- 6) The entire advance shall be recovered before the last project report.
- 7) If the advance was not recovered before the final payment or before the contract is terminated, the amounts not recovered must be paid by the partner to the MA in 15 days from the MA's notification; the partner has the obligation to send to the MA a copy of the payment order, in 5 working days from the paying date, in order to justify the transfer of the amounts. In case the amounts are not repaid in 15 days from MA's notification, the MA shall issue a decision to recover the advance. The partner must repay the amounts mentioned in the recovering decision in maximum 30 days from the date of communicating the decision.
- 8) In case the partner does not send the amounts to the MA in due time, the MA may charge penalties equal with the reference interest rate of the National Bank of Romania, in force at the date of communicating the decision to recover the advance. The penalties are calculated to the value that has to be recovered; the final payment is done only after recovering the unduly paid amounts.
- 9) The interest of the funds transferred by the MA must be resent to the MA, because it is an ineligible expenditure.
- 10) The total amount each partner commits to spend and request for first level control by the end of the month marking the half of the implementation period is provided below.

Month of implementation	Amounts ¹ to be requested for FLC		
	LB	P2	P3
Total of amounts requested for FLC at half of the implementation period (month 18)	25,718	7,313	9,000
Partner's total budget	719,346	1,999,999	3,226,697

¹ Amounts will be introduced in Euro, rounded, without decimals

- 11) The partner has the possibility to ask expenditure for reimbursement to the MA through the Lead Beneficiary via a project report submitted in the electronic system at any given time in accordance with the defined periods within the electronic system (or with prior modification of the defined periods in the electronic system), provided that the expenditure claimed for reimbursement is not lower than 5000 euro ERDF. The total amount to be requested for first level control mentioned at the half of the implementation cannot be changed.
- 12) In case the total amounts requested for first level control verification are lower compared to the total amount forecasted for the half of the implementation period, the MAs are entitled to decommit project funds by reducing the original project budget and the corresponding ERDF contribution, as follows:
- a) a 10% reduction of the budget for the partners who have requested amounts for first level control lower than 75% of the initial amounts included in the schedule for first level control requests
 - b) 25% reduction of the budget for the partners who have requested amounts for first level control less than 50% of the initial amounts included in the schedule for first level control requests
- 13) Also, considering the focus on the 2014-2020 period is on results, in case the project contribution to indicators is lower compared to the application form, the MA is entitled to decommit project funds by reducing the original project budget and the corresponding ERDF contribution, as follows:
- a) 10% decommitment will apply to the budget of the beneficiaries in case the project indicators were reached lower than 75% of the initial project indicators (average at project level considering all indicators)
 - b) 25% decommitment will apply to the budget of the beneficiaries in case the project indicators were reached lower than 50% of the initial project indicators (average at project level, considering all indicators)
 - c) In case the project did not contribute to the result indicators (a non-quantifiable one) a 10% decommitment will apply to the budget of the beneficiaries

If the project goal was not reached, the contract shall be terminated.

- 14) In case of a decision on the decommitment of the project the Lead beneficiary shall submit to the MA a revised budget and Application Form, if



interreg 

Cofinancing Contract

the case, reflecting the decommitment, within two weeks following the receipt of MA's notification. In case of failure to respect the deadline, the decommitment shall be applied proportionally to all budgetary lines. The modification of the contract in case of decommitment at project level shall take the form of a decision of the representative of the Managing Authority signing the contract, which will be notified to the LB/partners, and which becomes part of the contract.

- 15) In case of decommitment the Lead beneficiary together with the partners may decide to give up financing, but in this case all the funds reimbursed shall be recovered by the Managing Authority. The decommitment shall be done without prejudice for partners' obligation to implement all the activities and achieve all the results according to the approved application form.
- 16) In case partners decide not to externalize activities, as foreseen in the approved Application Form, and decide to implement them "in house", without requesting the reimbursement of the respective amounts from the Programme, the project budget shall be reduced automatically with the respective amounts. To this end the partners have the obligation of informing the MA in due time, through the LB, regarding the decision taken and request the reduction of the budget. The reduction of budget shall take the form of a decision of the representative of the Managing Authority signing the contract, which will be notified to the partners, and which becomes part of the contract.
- 17) A first level control system has been established both in Romania and Bulgaria in order to check the expenditure made by the project partners from each country. Therefore, each partner has the obligation to ensure that its expenditures are checked and validated by a controller from the state on whose territory it is located, before the project report is submitted.
- 18) The partners have to submit all supporting documents and partner reports for their share of activities and expenditure in the project based on the conditions provided hereunder, in the Programme Implementation Manual, e-MS manual and in the applicable legislation. The partners must present all documents to the controllers in order to be verified.
- 19) The project report including both financial and physical progress of the project submitted by the LB shall contain only validated expenditure and



Cofinancing Contract

shall be supported by the First Level Control Report issued by the controllers of the project partners. The expenditures that were not validated by the controllers are deemed to be non-eligible for the programme and shall not be requested for reimbursement.

- 20) The lead beneficiary receives all ERDF amounts and will transfer the received ERDF amounts to all partners within 5 working days and will make no deduction, retention or further specific charge from the ERDF amounts it receives.
- 21) The partner will receive the 13%, in Lei from the national budget directly, in the account indicated, and opened separately for this project, according to the contribution of the partner to the project. The expenditures resulted from the exchange rate risk are non-eligible expenditures for the project.
- 22) The expenditure incurred in a currency other than the euro shall be converted into euro by using the monthly accounting exchange rate of the Commission in the month during which that expenditure was submitted for verification to the first level controller.
- 23) The partners through the lead beneficiary have to provide proof of progress of activities and expenditure of the project as described in the approved application. Therefore the lead beneficiary must include in a project report both physical and financial progress of the project. The instructions presented in the reporting models must be followed exactly.
- 24) The final Project Report has to be submitted to the JS at the latest within five months after the end date of the implementation period of the project.
- 25) In case an irregularity is committed, the partner is responsible for reimbursing the entire amount to the MA.

§ 7 Rights and duties of the parties

Partner

In addition to the obligations of the partner as already stated, the partner undertakes the following duties:

- 1) The partner has the obligation to start the implementation of the project at the date stipulated at article 2, paragraph 3 from the present Contract.
- 2) The partner has the responsibility of implementing the project in a proper

and timely manner, according to the provisions of the present contract, of the Partnership Agreement and of the national and European legislation in force. The partner shall be responsible in front of the MA and lead beneficiary for the implementation of the obligations assumed in the Contract and in the Partnership Agreement, for the implementation of the project and for achieving the goals stipulated in the contract and its Annexes.

- 3) In case of lack of available funds at Programme level, the partner has the obligation of ensuring from its own budget the necessary funds for implementing the project according to the approved Application Form, the present contract and the national and European legislation in force. The MA shall notify the LB/ partner regarding the lack of available funds.
- 4) The partner has to participate in an agreement laying down the arrangements for its relations with the partners participating in the project comprising, inter alia, provisions guaranteeing the sound management of the funds allocated to the project, including the arrangements for recovering amounts unduly paid.
- 5) The partner has to:
 - a) observe the national and European legislation on, state aid, equal opportunities, sustainable development, environmental protection;
 - b) make all expenditure according to the public procurement law or Annex 3, whichever is applicable.
 - c) do the utmost to obtain the necessary approvals, agreements and construction permits within 6 months from the signing of subsidy contract.
 - d) select the final beneficiaries of the project (target groups) by a transparent procedure;
 - e) inform the MA, through the lead beneficiary, in 5 working days if one of the disbursement conditions ceases to be fulfilled, or circumstances arise which entitle the MA to reduce payment or to demand repayment of the subsidy wholly or in part;
 - f) all changes regarding the partnership, activities or budget must have the approval of the Project's Steering Committee and of the MA/JS, according to the provisions of the Programme Implementation Manual;

- g) comply with the provisions of the Applicant Guide and Programme Implementation Manual (published on the Programme website www.interregrobg.eu)
 - h) to submit partner reports reflecting their share of activities and expenditure, according to the application form and defined periods in the electronic system and based on the conditions provided hereunder, in the Programme Implementation Manual, e-MS manual and in the applicable legislation.
 - i) to submit all necessary documents/information in due time in order for the lead beneficiary to submit project reports;
 - j) have a proper analytical accounting system and an separate bank account in "lei"; the accounting system must be in line with the national legislation;
 - k) to observe the provisions from the Visual Identity Manual (available on the Programme website www.interregrobg.eu);
 - l) to reply to any written requests from the lead beneficiary, MA, NA, JS or any other bodies involved in the implementation of the Programme in the deadlines stipulated in the respective requests;
 - m) to provide the assessors carrying out the Programme evaluation and ex post evaluation of the Programme according to Articles 55, 56 and 57 of Regulation (EU) No 1303/2013 with any document or information necessary to assist the evaluation.
- 6) The partner declares on its own responsibility that the project is not being financed from national or European public funds, and that it did not receive any financing from national or European Programmes;
- 7) Any goods or rights resulted from the implementation of the project, including author rights and/or any other rights resulted from the execution or as a result of the execution of the contract, except the case where such rights were present before the contract, are the property of the partner;
- 8) The partner takes full responsibility for the damages caused to third parties from its own fault during the implementation of the project. MA and lead beneficiary have no responsibility for the damages caused to third parties as a result of executing the contract, except the case when the damage is the direct result of the partner following an express instruction from the MA/NA/ lead beneficiary;

- 9) The Partner cannot mortgage or impose any other form of bank guarantee on the goods purchased from the financing throughout the implementation period of the project and 5 years after the final payment.
- 10) By exception from the provisions of the previous paragraph, the partner may mortgage or impose other form of bank guarantee on the capital asset/s that represent/s the subject of financing throughout the implementation period of the project, provided the value of the credit obtained does not exceed the total value of the partner's budget.
- 11) The partner, via the Lead Beneficiary has to inform the Managing Authority and present the following documents in maximum 10 working days from the signing of the contract:
- The evaluation of the asset (if the asset was already delivered), performed by a bank or independent evaluator.
 - A copy of the contract or, in case of mortgage a copy of the documents related to the registration of the mortgage in the relevant public registers.
- 12) The Managing Authority reserves the right not to agree with the mortgage or with other form of bank guarantee.
- 13) In case the bank/institution where the credit was obtained imposes on the partner to use its own account, then all the expenditures related to the project implementation must be performed from the respective account.
- 14) In case of projects comprising investment in infrastructure or productive investment, the Lead Beneficiary shall reimburse the MA the amounts received if within 5 years of the final payment it is subject to any of the following:
- a cessation or relocation of a productive activity outside the Programme area;
 - a change in ownership of an item of infrastructure which gives to a firm or a public body an undue advantage;
 - a substantial change affecting its nature, objectives or implementation conditions which would result in undermining its original objectives
- 15) The partner understands and agrees that MA has delegated tasks to the JS, according to the Implementing Agreement concluded between the MA and

the JS and therefore the partner agrees to cooperate with the JS in the same way as with the MA.

- 16) In duly justified cases, not imputable to the partners, when a partner is in impossibility of fulfilling its obligations according to the contract, the partner may request through the Lead Beneficiary and with the written agreement of all partners, the suspension of the implementation period, for a clearly determined period of time. After verifying the conditions, the MA may approve, under its specific conditions, through a written decision of the representative of MA signing the contract, the suspension of the contract starting with the date indicated by the partner. The partner requesting the suspension of the implementation period has the obligation to inform MA in maximum 3 days from the date when he took notice of the situation, in any written form (including e-mail) and the Lead Beneficiary has the obligation to submit all the relevant documents in maximum 5 working days, including the written agreement of all partners. The suspension may be requested only once during the implementation period. During the suspension period no activity shall be performed by any of the project partners.
- 17) The Partner is at all times obliged to retain for audit purposes all files, documents and data about the project on customary data storage media in a safe and orderly manner.
- 18) During the implementation period of the project as well as after the end of the implementation period of the project, for a 3 years period after the official closure of Interreg V-A Romania-Bulgaria Programme, the partner has the obligation to preserve and to present, to the Joint Secretariat (JS, within the Regional Office for Cross-Border Cooperation Calarasi, Romania), MA, Certifying Authority (CA, within the Romanian Ministry of Regional Development and Public Administration), Audit Authority (AA, within the Romanian Court of Accounts), European Commission (EC), European Court of Auditors and any other body designated to perform controls on the use of the financing, all project documents, including the inventory for the actives gained as a result of using the funds. The time period shall be interrupted either in the case of legal proceedings or by a duly justified request of the Commission. The documents must be properly archived. Also, the MA must be informed on the location of these documents.
- 19) The Partner must observe the recommendations received after an audit

control, otherwise the MA has the right to terminate the contract.

- 20) In case of remaining funds/economies, the Partner, via the Lead Beneficiary must notify the MA within 15 days following the finalization of implementation of the public procurement contracts at project level. The LB must clearly specify in the notification the amounts of the remaining funds and if there is a need of re-using these within the project.

Managing Authority

- 1) The MA shall inform the partner, directly or through the lead beneficiary, on any reports, conclusions or recommendations made by the European Commission that may affect the implementation of the present contract.
- 2) Additional obligatory deadlines to submit a project report may be set by the MA in order to avoid decommitment of ERDF contribution at Programme level. The additional deadlines shall be communicated at least 2 months in advance to the LB.
- 3) In case one of the obligations of the partner is not fulfilled, the MA may suspend the execution of the contract.
- 4) In case of suspending the subsidy contract, the MA may suspend the execution of the present contract.
- 5) In case of suspending the contract, the MA notifies the partner regarding this decision, suspension period, corrective measures and also the related financial measures. The MA also notifies the partner when the suspension period is finished before the initially set deadline.
- 6) The MA has the right to decide on the eligibility of expenditure related to the project reports.
- 7) The MA is entitled to verify and to control the proper use of funds by the partner. The verifications to be carried out by the managing authority shall cover administrative, financial, technical and physical aspects of the project, as appropriate. The MA shall be responsible for the control of the proper use of funds by the LB or by its partners, in particular through preventing, detecting and correcting irregularities and recovering amounts unduly paid together with interest on late payments where appropriate.
- 8) The responsible auditing bodies of the EU and the two partner states and, within their responsibility, the Audit Authority from Romania and the group of auditors as well as the MA are entitled to audit the proper use of funds

by the LB or by its project partners or arrange for such an audit to be carried out by authorized persons.

9) MA is entitled to verify the sustainability of the project for a period of 5 years after the final payment.

10) The MA shall authorize all eligible expenditures related to the project reports submitted by the LB, as per the First Level Control Reports issued by the FLC and recommendation of the JS.

11) The Managing Authority has the right to modify the provisions of the contract unilaterally through instructions issued by the Head of the Managing Authority, which shall be communicated to the Partners and posted on the Programme's website www.interregrobg.eu. The instructions shall become part of the contract.

12) The MA is entitled to publish data regarding the project in accordance with Article 115(2) of Regulation (EU) no. 1303/2013.

13) The Managing Authority may decommit/use the remaining funds following the finalization of public procurement procedures and/or public procurement contracts at project level.

§ 8 Publicity

1) The Partners must inform the public, by means of the measures laid down in Annex XII of Regulation (EU) 1303/2013, about the assistance obtained from the Funds.

2) The Partner is responsible for the implementation of the information and publicity activities related to the non-reimbursable financial assistance received through the programme.

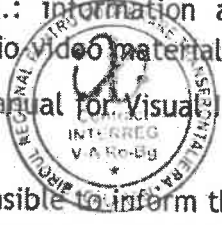
3) The Partner must ensure transparency and accurate information to the mass media on the projects financed under the Interreg V-A Romania-Bulgaria Programme.

4) All information and publicity actions developed by the partners (including the Lead Beneficiary) must observe the Visual Identity Manual (available on the Programme website www.interregrobg.eu or on request at the Joint Secretariat). The project partners shall request the approval by the JS of all information and publicity measures regarding their conformity with the Visual Identity Manual.



Interreg 

Cofinancing Contract

- 5) The publications edited within a project financed under Interreg V-A Romania-Bulgaria Programme shall include the name of the project and reference to the EU co-financing of the Programme, on the first and the last cover. The publications shall also contain contacts (persons, institution/organization, phone, fax, email and postal address) for the persons interested in finding out further details. The responsibility for the content and layout of materials belongs solely to the partner.
- 6) For all information and publicity actions developed by the partners, they must archive in a single place (hard copy and/or electronically) the documents related to these activities (e.g.: information and publicity materials they produced: printed materials, audio  video materials).
- 7) The rules stipulated in the Manual for Visual Identity are mandatory for all partners.
- 8) The Lead Beneficiary is responsible to inform the Joint Secretariat regarding the information and publicity measures taken in order to promote the projects financed under ERDF.
- 9) By accepting the funding, the Partner gives their acceptance for their inclusion in the list of projects published in accordance with Article 115(2) of Regulation (EU) no. 1303/2013.
- 10) The Partner shall ensure the proper means of communication between the project and the Programme, including:
 - a. participation, whenever requested, in trainings organized by the JS;
 - b. participation, whenever requested, in other events organised by the Programme with the purpose of presenting/ discussing/ developing/ sharing project results and creating synergies with other projects and relevant organisations.
 - c. providing a visible link on the project's website to the Programme website.

§ 9 Confidentiality

- 1) With the exception of the situations foreseen at Article 7, paragraph 18 and article 8 of the present contract, the Managing Authority and the Partner undertake to preserve the confidentiality of any document, information or other material communicated to them in confidence until at



least five years from the official closure of the Programme. The release of information to persons involved in implementing / verifying / controlling / auditing the project shall be performed on confidential basis and shall cover the information that is necessary for implementing the project.

- 2) The data used for publicity purposes for informing on and promoting the use of ERDF funds shall not be considered as having confidential status.
- 3) The Managing Authority has the right to release information regarding the project at the request of public institutions, investigating the project.
- 4) The contracting party shall bear no responsibility for releasing information on the contract if:
 - i. the information was released with the written agreement of the other contracting party,
 - ii. the contracting party was legally forced to release the information.
- 5) Failing to observe the confidentiality obligation gives the damaged party the right to claim compensations from the damaging party.
- 6) Notwithstanding the obligations set forth by this contract and its Annexes concerning the provision of information and documents required by the authorized institutions/departments in order to perform audit and control activities, the parties hereby undertake to preserve the confidential nature of the Personal Data, according to the provisions of Directive (EU) 2016/680 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data by competent authorities for the purposes of the prevention, detection, investigation or prosecution of criminal offences or the execution of criminal penalties, and on the free movement of such data, and repealing Council Framework Decision 2008/977/JHA and according to the provisions of the Regulation No 679 of 27 April 2016 on the protection of natural persons 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).
- 7) The Lead Beneficiary and the Beneficiaries shall not use confidential information for any other aim than fulfilling their obligations under this Contract unless otherwise agreed with the MA.

§ 10 Conflict of interests

- 1) In the present Contract, the conflict of interests represents any circumstances defined as such in the national/European legislation.
- 2) Any conflict of interests that arises during the implementation of the contract shall be immediately notified to the JS. The MA reserves the right to verify such circumstances and take the necessary measures, where necessary.
- 3) The partner shall observe the provisions of the Guidelines for beneficiaries regarding the conflict of interest drafted on Programme level and available on www.interregrobg.eu.



§ 11 Irregularities and recovery of the funding

- 1) "Irregularity" according to the current Contract means any breach of the Union law, or of the national law relating to its application, resulting from an act or omission by an economic operator involved in the implementation of the ESI Funds, which has, or would have, the effect of prejudicing the budget of the Union by charging an unjustified item of expenditure to the budget of the Union
- 2) MA shall show zero tolerance to any suspected cases of fraud and shall take all necessary measures to prevent and correct such cases.
- 3) In case of irregularity, MA shall impose to the partner all the necessary measures for the elimination or diminishing of the consequences upon project implementation.
- 4) MA may suspend or terminate the contract in the case in which the partners do not fulfill the measures imposed.
- 5) If before the deadline of the suspension period of the contract execution, the partner fulfills the corrective measures established by the MA and also of his financial corrections, the MA notifies JTS and the partners regarding the starting of contract execution, mentioning the date from which this starts.
- 6) If until the expiration of the suspension period, the partner does not fulfill the corrective or financial measures established by MA, MA decides the termination of the contract.

- 7) In case of terminating the contract, the MA notifies the partner regarding this decision and the related financial measures. In this case, within 30 days from receiving such notification, the LB and/or project partners shall fully return the amounts specified in the notification, without deducting any bank charges.
- 8) In case of irregularities committed after the ending of the implementation period of the project, the partner has the obligation, in 30 days from the receiving date of the notification from the MA, to reimburse the amounts unduly paid including the bank costs.
- 9) Any extra payment done by the MA is considered unduly paid amount, and the partner has to repay the respective amounts in 30 days from the receipt date of the notification from the MA.
- 10) In case of insufficient funds at Programme level, the MA has the right to request the partner all or part of the funds already paid, proportionally with the reimbursed amounts. The partner has the obligation of repaying the respective amounts within 30 days of receiving the date of notification from the MA.
- 11) In case the irregularity is discovered before the final payment, the MA is entitled to diminish the reimbursed amount starting with the next payment until the total recovery of the debt, to which it is added the bank charges.
- 12) In case the irregularity resulting in an unduly paid amount is discovered after the final payment and the debt was not entirely recovered, the MA shall notify the partner regarding the unduly paid amount, and the partner has the obligation to return, in 30 days from the receiving date of the notification, the amount, including bank charges.
- 13) Starting the 31st day from the deadlines stipulated at paragraphs 7, 8, 10, 12 delay penalties bigger with one and a half point than the rate applied by the Central European Bank from the first working day from the month of the deadline date will be calculated to the owed amounts.
- 14) The partner bares the bank charges resulted from the reimbursing of the amounts to the MA.
- 15) MA shall show zero tolerance to any suspected cases of fraud and shall take all necessary measures to prevent and correct such cases.
- 16) In case financial corrections are applied by the European Commission to the Programme with regard to the performance framework, according to

Article 22 of Regulation (EU) No. 1303/2013, the Managing Authority may decide to cover the financial correction from the projects' budgets which have not achieved their indicators.

17) In case the European Commission applies financial corrections to the Programme on the basis of extrapolation or flat rate, the Managing Authority may decide to cover these corrections from the projects' budgets, concerned by the corrections.

18) In case of observations and/or reservations raised by the Commission on the description of the Management and Control System of the Interreg V-A Romania-Bulgaria Programme or in case of a system error detected, the MA has the right to temporarily withhold payments to a particular partner (LB or P) or the project as a whole. Payment suspension(s) shall be lifted as soon as observations and/or reservations raised by the Commission have been withdrawn and the MA has received sufficient evidence on the solution of the systemic error(s) detected.

§ 12 Assignment, legal succession

- 1) The partner cannot renounce entirely or partially the rights and duties resulted from the present contract unless it has the approval of MA/Monitoring Committee.
- 2) In case of legal succession, e.g. where the partner changes its legal form, the partner is obliged to transfer all duties under this contract to the legal successor. The partner shall notify the lead beneficiary/ MA about any change with 15 working days beforehand.

§ 13 Amendment

- 1) With the exception of the situations foreseen at Articles 6(14), 6(16), 7(16) - Partner section and 7(11) - Managing Authority section of the present contract, any modification to the present contract shall be done with the agreement of both parties.
- 2) Any request for modification of the present contract has to be justified and submitted by the LB to the Joint Secretariat in a written form, as regulated in the Programme's Implementation Manual with minimum 30 days before the addendum is intended to produce its effects. The Joint Secretariat will analyze the request and may request additional information from LB and other clarifications (if the case) and submits the request of modification for approval to the Managing Authority or the Monitoring Committee according to the type

of the modification requested. The Addendum to the present contract has to be signed by both parties according to the approval of the Managing Authority /Monitoring Committee. The Managing Authority/Monitoring Committee has the right to refuse the proposed modifications by the partner (or part of them) for which justification was not provided and which were not considered acceptable. In case the proposed modification was refused by the Managing Authority, it cannot be requested again.

3) The LB has to request the modification of the Subsidy Contract by addendum in the following cases:

- a) changes in the partnerships;
- b) substantial changes in the content of the project;

4) Further detailed rules describing cases of substantial changes in the content of the project are set in the Programme's Implementation Manual, available on the Programme's website www.interregrobg.eu.

5) The last request for modification of the contract should be submitted two months before the end date of the project.

6) As an exception from the provisions of paragraphs 2 and 3 of the present article, other changes in the project will not require contract modification by addendum, but the LB has to notify the Joint Secretariat in each case at the moment when the changes occurs. The JS will verify that the project change does not fall under cases regulated in point 3 and will inform the LB without any delay if it requires subsidy contract modification.

7) Addenda become effective the day of their signing by the last party. Modifications incurred in the respective national/European applicable legislation with impact on the implementation of the contract, become effective from the date the respective legal act enters into force without being confirmed through an Addendum.

§ 14 Termination

- 1) Any breach of the provisions of the present contract may result in the termination of the present contract and in the recovery in whole or in part of the financing, including any interest and/or related bank charges.
- 2) In exceptional and duly justified cases, including "force majeure", the MA may decide on terminating the contract, by a written notification, without requesting the reimbursement of the already paid amounts.



Interreg 

Cofinancing Contract

- 3) The MA is entitled, in whole or in part, to terminate this contract, without any other formality, and to demand repayment of the amounts already paid amounts, if:
- a) The MA finds an inconsistency between the reality and the declarations of the partner in the application form, regarding the financing of the project from national or European public funds, or regarding the financing from other national or European Programmes; or
 - b) The MA or audit bodies find that the subsidy awarded has been partially or entirely misapplied for purposes other than those agreed upon herein, including 5 years after the final payment; or
 - c) The MA finds that insolvency proceedings are instituted against the assets of the partner or insolvency proceedings are dismissed due to lack of assets for cost recovery, provided that this appears to prevent or risk the implementation of the project; or
 - d) the partner closes down; or
 - e) The MA finds that during the implementation period of the project including 5 years after the final payment, the LB or any project partner wholly or partly sells or transfer in any form the right of property of the goods purchased from the financing, including under the conditions of article 71 from Regulation 1303/2013 (change in the nature of ownership of an item of infrastructure or the cessation of a productive activity and which affects the nature or the implementation conditions of the project or gives to a firm or a public body an undue advantage);
 - f) The partner fails to observe the provisions of article 7 paragraphs 9-13 (Partner section) of the present contract;
 - g) The MA decides that the project became ineligible, if during its implementation, including 5 years after the final payment modifications appear that affect the implementation conditions/ create for a third party an unjustified advantage, and the modification is the result of a change in the nature of the property/ ceasing/ change of the location of the project; or
 - h) The MA finds out that the Partner did not notify the MA in the deadline on a case of conflict of interests or the necessary measures for ending such a situation were not taken; or
 - i) The MA finds that the Partner made false declarations regarding the VAT

eligibility and state aid.

- 4) The MA is entitled to terminate this contract, with a previous amicable procedure and to request the reimbursement of funding, if:
 - a) the project has not been or cannot be fully implemented by carrying out the planned activities, the planned outputs and results or the project cannot or could not be realized in due time.
 - b) the Partner has failed to submit within the deadlines required reports or proofs, or to supply necessary information, within the set deadline and has not justified these delays; or
 - c) the Partner has impeded or prevented the auditing or control; or the recommendations resulted from the audit missions are not observed; or
 - d) a fraud is discovered at the lead beneficiary / partner level or the recommendations from the audit mission are not observed; or
 - e) the Partner has failed to fulfill any other conditions or requirements stipulated in this contract; or
 - f) the Partner fails to provide immediate information about circumstances that delay, hinder or make impossible the realization of the project, as well as about any circumstances that trigger a change of the reimbursement conditions and frameworks as laid down in this contract or which entitle the Managing Authority to reduce or demand repayment of the ERDF contribution wholly or in part
- 5) In case the indicators are not reached as mentioned in the approved Application Form, the MA has the right to decide the termination of the contract and to demand the repayment of already reimbursed funds, or, with the previous approval of the Monitoring Committee, to accept the partial completion of the project and reduce the project's budget accordingly.
- 6) If the MA exercises its right of termination, the partner is obliged to transfer the repayment amount to the MA. The repayment amount is due within 30 days following the date of the letter by which the MA asserts the repayment claim; the due date will be stated explicitly in the order for recovery. In case of nonpayment at the due date, an interest rate bigger with one and a half point than the rate applied by the Central European Bank from the first working day from the month of the deadline date shall be applied to the owned amounts. These penalties will not be supported from the contract value (they are non-

eligible expenditure).

- 7) If any of the circumstances stipulated at paragraph 3 appear before the entire amount of the subsidy is paid to the partner, the payments will cease and there will be no project reports submitted by the Lead Beneficiary for the rest of the amount.
- 8) For all cases of contract breach, the partner is legally late.
- 9) In case the European Commission takes the decision of interrupting or totally suspending the funds, the Managing Authority may terminate the contract.

§ 15 Force majeure

1) Force majeure is any external event, unforeseeable, absolutely invincible and inevitable occurred after the conclusion of this Subsidy Contract and which prevents the execution of all or part of this contract. Force majeure, established under the law, exonerates the parties in case of failure to execute totally or partially the obligations under this Contract, as long as the force majeure is in force, and only if the other party has been duly notified. It is not considered force majeure an event similar to those above which, without creating an impossibility of execution, makes extremely expensive the fulfillment of the obligations of one of the parties. Force majeure is any external event, which cannot be foreseen, unavoidable and absolutely invincible. The party invoking force majeure shall notify the other party regarding the force majeure event, within five (5) calendar days from the date of issue of the force majeure. The party invoking force majeure is required to send to the other party, the document stating the existence of force majeure, within 15 (fifteen) calendar days from the date of its communication by the competent entity. The party invoking force majeure has the obligation to communicate the date of termination of the force majeure, within five (5) calendar days of the termination.

- 2) The responsible party will support all costs of the notification procedure.
- 3) The parties shall take all measures at their disposal to limit the consequences of Force Majeure.
- 4) If the party claiming force majeure does not notify the commencement and termination of the force majeure, under the terms and conditions laid down, it will not be exempted from responsibility and will pay all damages caused by the lack of notice to the other Party.
- 5) The execution of the contract is suspended from the occurrence of force



majeure during the whole period of its action.

6) If force majeure and / or its effects lead to the suspension of the execution of this Subsidy Contract for a period longer than 3 (three) months, the Parties will meet within a period not exceeding ten (10) calendar days from the expiry date of this period in order to agree on how to continue, modify or terminate the Contract.

7) Fortuitous event does not exonerate the parties in case of failure to execute totally or partially the obligations under this Contract.

§ 16 Protection of personal data

- 1) Any personal data will be processed solely for the purposes of the performance, management and monitoring of this Contract by the MA and may also be passed to the bodies in charge with monitoring or inspection tasks according to Article 75 of the Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006 or any bodies/entities authorised by the MA. The Lead Beneficiary and the Beneficiaries will have the right of access to their personal data and the right to rectify any such data.
- 2) The Lead Beneficiary and the Beneficiaries shall limit access and use of personal data to that strictly necessary for the performance, management and monitoring of this Contract and shall adopt all appropriate technical and organisational security measures necessary to preserve the strictest confidentiality and limit access to this data.
- 3) Personal Data collection, processing and storage shall be performed according to the provisions of the Regulation No 679/2016 for the purpose of project implementation and monitoring, fulfilment of its objectives, as well as statistical purpose.
- 4) Personal Data, as classified by Regulation No 679/2016, shall be processed in accordance with the legislation aforementioned throughout the contractual period, including during the period of monitoring and verification of the contractual objectives, for the purpose and the legal basis for which this



contract was concluded.

- 5) The parties shall take appropriate technical and organizational actions, according to their own responsibilities and institutional competencies, in order to ensure a proper Personal Data security level, during their processing and re-processing, their transfer to third-parties and publishing on internal or external public sources.
- 6) The parties shall ensure, according to their own responsibilities and institutional competencies, all the technical and organizational conditions to preserve the confidentiality, integrity and availability of Personal Data.
- 7) The parties shall inform and notify each other about any security breaches regarding the processing of Personal Data related to this contract, in order for the required technical and organizational actions to be urgently adopted and the Romanian National Supervisory Authority for Personal Data Processing (ANSPDCP) to be notified, according to the obligations arising from the provisions of Regulation No 679/2016.
- 8) The parties, through their representatives assigned to process the Personal Data related to this contract and its possible addenda, shall keep records of the processing activities according to Article 30 of the Regulation No 679/2016.
- 9) Each beneficiary/partner has the obligation of obtaining and keeping the records of the acknowledgements of the persons which are part of the project's target group, as well as of all the persons involved in the implementation of the project whose Personal Data are being used (e.g project team members, external experts, guests to events, etc.), for the activities in their responsibility, for the attainment and implementation of the project's objectives.

§ 17 Correspondence

- 1) Any legally binding correspondence and any official notifications can be lawfully served at the following addresses: the correspondence regarding this contract shall be done in written form, in English, by mentioning the title of the project and the registration number (entry/exit).

For the Partner - Territorial Administrative Unit - Calarasi County: No. 1, 1 Decembrie 1918 Street, Calarasi Town, Calarasi County, Romania, fiscal registration number 4294030, Postal Code 910019, telephone: +40242/331.591/ +40722.151.010, fax: +40242/331.609, e-mail

addresses: cicalarasi@calarasi.ro and eduard.grama@calarasi.ro;

For the MA - Ministry of Regional Development and Public Administration located in Bucharest, Libertății Boulevard, no. 16, North Side, sector 5, Post code: 050706, tel: 004 0372 111 369, fax: 004 0372 111 456, e-mail: robg@mdrap.ro (as MA)

For the JS - Cross Border Cooperation Regional Office Calarasi for the Romania-Bulgaria Border, located in Calarasi, Chiciu area, part of the main building representing the Passengers and Goods Transport Public Service headquarter at PCTF Calarasi (Romania) - Silistra (Bulgaria), Calarasi county, Fiscal registration number 17554094, tel: 004 0242 313 091, fax: 004 0242 313 092, e-mail: helpdesk_robg@calarasicbc.ro (as JS)

- 2) All correspondence between the MA and the LB shall be done through the JS, in English.
- 3) Any change of headquarters shall be forwarded to the other party of this contract within 15 days following the change of Address.

§ 18 Final provisions

- 1) In case a dispute arises between the MA and the partner, regarding the implementation of the present contract, a friendly conciliation shall be attempted. The competent legal authorities from Bucharest shall solve the dispute in case no mutual agreement can be reached.
- 2) Romanian law governs the present contract.
- 3) The present contracts forces the parties to observe in all and with good faith every provision, according to the principle of the bindery legal force of the contract between parties.
- 4) If any provision in this contract proves to be wholly or partially ineffective, the parties to this contract undertake to replace it by an effective one which comes as close as possible to the purpose of the ineffective provision.

§ 19 Signatures

- 1) This Contract is issued in two original copies, in English language, one for the Partner and one for the Joint Secretariat.
- 2) The following Annexes shall be deemed to form and be read and construed as part of this contract:

Annex 1: Budget of the project

Annex 2: Approved application form

Annex 3: Competitive procedure for Romanian private applicants/beneficiaries regarding the assignment of supplies, services and works contracts financed within Interreg V-A Romania-Bulgaria Programme

Annex 4: List of eligible expenditures applicable to Priority Axis 1-5

Annex 5: Overview of the equipment, services and works to be purchased by each beneficiary

3) The contract and its Annexes are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a) Co-financing contract
- b) Any subsequent amendments of the contract and its Annexes made in accordance with the provisions of Article 13



Managing Authority

Lead Beneficiary

Ministry of Regional Development and Public Administration

Territorial Administrative Unit - Calarasi County

Legal representative: Vice-Prime Minister, Minister of Regional Development and Public Administration

Legal representative: President

Name: Vasile-Daniel SUCIU

Name: Vasile ILIUȚĂ

Signature

Signature

Date

Date

[Handwritten signature of Vasile-Daniel SUCIU]
20.03.2019

[Handwritten signature of Vasile ILIUȚĂ]
29 martie 2019.