

**HOTĂRÂRE**

**pentru modificarea și completarea Hotărârii Consiliului Județean Dâmbovița nr. 65/24.03.2021 privind aprobarea participării unității administrativ-teritoriale, județul Dâmbovița, prin Consiliul Județean Dâmbovița în calitate de promotor în proiectul ”Conservarea, restaurarea, valorificarea clădirii Fosta Școală de Cavalerie în vederea consolidării identității culturale a județului Dâmbovița” și a bugetului aferent**

Consiliul Județean Dâmbovița

Analizând proiectul de hotărâre pentru modificarea și completarea Hotărârii Consiliului Județean Dâmbovița nr. 65/24.03.2021 privind aprobarea participării unității administrativ-teritoriale, județul Dâmbovița, prin Consiliul Județean Dâmbovița în calitate de promotor în proiectul ”Conservarea, restaurarea, valorificarea clădirii Fosta Școală de Cavalerie în vederea consolidării identității culturale a județului Dâmbovița” și a bugetului aferent, propus de domnul ȘTEFAN Corneliu - președintele Consiliului Județean Dâmbovița;

Având în vedere:

- referatul de aprobare al inițiatorului nr. 884/12.12.2023;
- raportul nr. 884/12.12.2023 al Direcției de strategii, programe, investiții;
- avizele consultative ale comisiilor de specialitate;
- prevederile Legii nr. 273/2006 privind finanțele publice locale, modificată și completată;
- prevederile H.G. nr. 907/2016 privind etapele de elaborare și conținutul-cadru al documentațiilor tehnico-economice aferente obiectivelor/proiectelor de investiții finanțate din fonduri publice, cu modificările și completările ulterioare;
- dispozițiile art. 21 alin. (1) lit. e) și alin. (7) lit. a) și art. 54 alin. (4) lit.f) din Regulamentul de organizare și funcționare al Consiliului Județean Dâmbovița;
- prevederile art. 173, alin. (1), lit. e), alin. (7), lit. a) și art. 199 din O.U.G. nr. 57/2019 privind Codul administrativ, modificată și completată.

În temeiul art. 182, alin. (1) și art. 196, alin. (1), lit. a) din O.U.G. nr. 57/2019 privind Codul administrativ, modificată și completată,

**HOTĂRĂȘTE:**

**Art.1.** Se aprobă modificarea și completarea, prin act adițional, a acordului de parteneriat (Anexa 1) la Hotărârea Consiliului Județean Dâmbovița nr. 65/24.03.2021 privind aprobarea participării unității administrativ-teritoriale, județul Dâmbovița, prin Consiliul Județean Dâmbovița în calitate de promotor în proiectul ”Conservarea, restaurarea, valorificarea clădirii Fosta Școală de Cavalerie în vederea consolidării identității culturale a județului Dâmbovița” și a bugetului aferent.

**Art.2.** Se împuternicește Președintele Consiliului Județean Dâmbovița sau înlocuitorul de drept al acestuia să semneze în numele și pentru Consiliul Județean Dâmbovița, actul adițional nr. 2 al acordului de parteneriat, conform Anexei 1, care face parte integrantă din prezenta hotărâre.

**Art.3.** Se aprobă modificarea și completarea articolului nr. 3 din Hotărârea Consiliului Județean Dâmbovița nr. 65/24.03.2021 privind aprobarea participării unității administrativ-teritoriale, județul Dâmbovița, prin Consiliul Județean Dâmbovița în calitate de promotor în proiectul *”Conservarea, restaurarea, valorificarea clădirii Fosta Școală de Cavalerie în vederea consolidării identității culturale a județului Dâmbovița”* și a bugetului aferent, astfel:

“Art.3. Se aprobă bugetul proiectului *”Conservarea, restaurarea, valorificarea clădirii Fosta Școală de Cavalerie în vederea consolidării identității culturale a județului Dâmbovița”*, în valoare de 23.972.786,94 lei (inclusiv TVA), conform Anexei 2 care face parte integrantă din prezenta hotărâre din care: valoarea sprijinului financiar nerambursabil SEE de 9.202.231,85 lei (inclusiv TVA), contribuția aferentă cheltuielilor eligibile proprie a UAT județul Dâmbovița, prin Consiliul Județean Dâmbovița este în valoare de 2.300.557,95 lei (inclusiv TVA) și valoarea contribuției proprii a UAT județul Dâmbovița, prin Consiliul Județean Dâmbovița, reprezentând cheltuieli neeligibile în cuantum de 12.469.997,14 lei (inclusiv TVA).”

**Art.4.** Se aprobă modificarea și completarea Anexei nr.2 la Hotărârea Consiliului Județean Dâmbovița nr. 65/24.03.2021 privind aprobarea participării unității administrativ-teritoriale, județul Dâmbovița, prin Consiliul Județean Dâmbovița în calitate de promotor în proiectul *”Conservarea, restaurarea, valorificarea clădirii Fosta Școală de Cavalerie în vederea consolidării identității culturale a județului Dâmbovița”* și a bugetului aferent, conform Anexei nr.2 care face parte integrantă din prezenta hotărâre.

**Art.5.** Cu aducerea la îndeplinire a prezentei hotărâri se obligă Direcția economică, Direcția strategii, programe, investiții, și Compartiment secretariat și relații cu publicul pentru comunicare.

**PREȘEDINTE,**  
**dr. ec. Corneliu ȘTEFAN**

**SECRETARUL GENERAL AL JUDEȚULUI,**  
**jr. Dănuț Nicolae POPA STĂNESCU**

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| <p><b>ACT ADITONAL nr. 2 la</b></p> <p><b>ACORD DE PARTENERIAT</b></p> <p><b>privind implementarea Proiectului cod CALL03-47, din cadrul Schemei de ajutor de stat pentru restaurarea și revitalizarea monumentelor istorice în cadrul Programului RO-CULTURA, finanțat prin Mecanismul Financiar SEE 2014-2021</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  | <p><b>PARTNERSHIP AGREEMENT</b></p> <p><b>for the implementation of the Project code " " from the state aid scheme for restoration and revitalization of historical monuments funded under EEA Financial Mechanism 2014-2021 – RO-CULTURE Programme</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
| <p><b>Părțile</b></p> <p>1. UNITATEA ADMINISTRATIV TERITORIALĂ JUDEȚUL DÂMBOVIȚA, cu sediul în România, județul Dâmbovița, Municipiul Târgoviște, Str. Piata Tricolorului, nr. 1, tel./fax, 0245 207 600/0245-212230, e-mail: consjdb@cid.ro, cod de identificare fiscală 4280205, reprezintă legal de către CORNELIU ȘTEFAN, astfel cum apare în documentele de identitate valabile, în calitate de Promotor de Proiect și beneficiar al ajutorului de stat</p> <p>2. ASOCIAȚIA EUROTRAINER, persoană juridică, cu sediul în România, Municipiul București, Bld. Lacul Tei, nr. 123, bl. 4, sc. D, ap. 160, sector 2, tel. 0723 245 570, e-mail: office@eurotrainer.ro, cod de identificare fiscală 19259341, reprezintă legal de către MANUELA LAVINIA TOMA, astfel cum apare în documentele de identitate valabile, în calitate de Partener de proiect 1 și beneficiar al ajutorului de stat<sup>1</sup>.</p> <p>3. HORTEN MARSJKLUUB, persoană juridică, cu sediul în Norvegia, H.B.Haraldsensgt. 29B, 3188, Horten, tel. 004792494963, e-mail: kjell.hagberg@sf-nett.no, cod de identificare fiscală 885051472, reprezintă legal de către KJELL HAGBERG, astfel cum apare în documentele de identitate valabile, în calitate de Partener de proiect 2</p> <p>Denumite în cele ce urmează în mod individual „Partea” și în mod colectiv „Părțile”.</p> |  | <p><b>Parties</b></p> <p>1. &lt;Full name of the organization&gt;, legal entity, located in &lt;full address, including the country&gt;, phone/fax no. &lt;the organization's phone/fax number(s)&gt;, e-mail: &lt;the organization's e-mail address&gt;, tax identification number &lt;the organization's tax identification number&gt;, legally represented by &lt;full name of the legal representative, as mentioned in his/her valid identity documents&gt;, hereinafter referred to as the “<b>Project Promoter</b>” and beneficiary of the state aid</p> <p>2. &lt;Full name of the organization&gt;, legal entity, located in &lt;full address, including the country&gt;, phone/fax no. &lt;the organization's phone/fax number(s)&gt;, e-mail: &lt;the organization's e-mail address&gt;, tax identification number &lt;the organization's tax identification number/ unique registration number/ equivalent code from the country of origin&gt;, legally represented by &lt;full name of the legal representative, as mentioned in his/her valid identity documents&gt;, hereinafter referred to as the “<b>Project partner 1</b>” and beneficiary of the state aid<sup>1</sup></p> <p>3. &lt;insert separate rows depending according to the number of partners; the above information shall be resumed for each additional partner, which shall be numbered distinctly&gt;</p> <p>Hereinafter individually referred to as “<b>Party</b>” and collectively referred to as “<b>Parties</b>”;</p> <p>Whereas the legal framework applicable of the EEA Financial Mechanism 2014-2021, as settled by art. 1.5 of the Regulation on the implementation of EEA Financial Mechanism 2014-2021 as well as the provisions of art. 2 paragraph (1) of the Financing Agreement (hereinafter referred to as the “<b>Legal framework</b>”) related to the Project code [ ] to be concluded between the Programme Operator and the Project Promoter (herein after referred to as the “<b>Financing Contract</b>”);</p> <p>Have agreed to conclude this Partnership Agreement (hereinafter referred to as the “<b>Agreement</b>”), under the following terms and conditions:</p> <p><b>Art. 1 – Subject of the Agreement</b></p> |  |

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<sup>1</sup> Doar pentru partenerul de proiect din România / Only for the Romanian project partner

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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Având în vedere cadrul legal aplicabil Mecanismului Financiar SEE 2014-2021, așa cum este instituit prin prevederile art. 1.5 din Regulamentul de aplicare a Mecanismului Financiar SEE 2014 – 2021 și prin art. 2 alin. (1) din Contractul de finanțare (denumit în continuare “Cadrul legal”) aferent Proiectului cod CALL03-47 ce urmează a fi încheiat între Operatorul de Program și Promotorul de Proiect (denumit în continuare „Contractul de Finanțare”) și în conformitate cu art. 10. Modificarea acordului de parteneriat,                                                                                                           | <del>The subject of the Agreement is the set-up of a partnership in order to implement the Project code &lt;project code&gt; (hereinafter referred to as the “Project”), funded under the state aid Scheme for restoration and revitalization of historical monuments under EEA Financial Mechanism 2014-2021 – RO-CULTURE Programme, according to the provisions of the Financing Contract.</del> |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <del>By concluding the Agreement, the Parties expressly acknowledge to have access to, to be familiar with, to accept and to understand the content of the Legal Framework and of the Financing Contract transmitted in final format by the Project Promoter to all Project Partners prior to the signature of this Agreement.</del>                                                               |
| Au convenit încheierea prezentului act adițional nr.2 la Acordul de parteneriat (denumit în continuare „Acord”) în următorii termeni și condiții:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <del>The parties undertake to use the non-reimbursable financial support exclusively in compliance with the terms and conditions of the Financing Contract, of the Agreement and of the Legal framework.</del>                                                                                                                                                                                     |
| Art. 1. - Se aprobă modificarea și completarea art. 4, la alin. 1-3 la acordul de parteneriat astfel:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <del>The Project Promoter and the Romanian project Partner are beneficiaries of the de state aid granted as non-reimbursable financial support within the State aid Scheme for restoration and revitalization of historical monuments under the RO-CULTURE Program, under the EEA Financial Mechanism 2014-2021.</del>                                                                             |
| <b>“Art. 4 – Aspecte financiare și eligibilitatea cheltuielilor</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <del>The Agreement is an integral part of the Financing Contract and is supplemented by its provisions. Any reference to the Financing Contract also refers to its Annexes.</del>                                                                                                                                                                                                                  |
| (1) Valoarea totală a Proiectului este de maximum <u>23.972.786,94 21.790.929,67</u> lei, douăzeci și unu de milioane șapte sute nouăzeci de mii nouă sute douăzeci și nouă virgulă șazeci și șaptenouă sute șaptezeci și doi și șapte sute optzeci și șase virgula nouăzeci și patru, echivalentul a <u>4.872.913.844.429.410,86</u> Euro <patru milioane patru sute douăzeci și nouă de mii patru sute zece virgulă optzeci și șase opt sute șaptezeci și doi și nouă sute treisprezece virgula optzeci și patru>, calculat la cursul de schimb InforEuro din luna semnării Contractului de Finanțare (1 Euro=<4.9196> lei),                   | <del>In case of discrepancies between the Agreement and the Financing Contract, the later shall prevail.</del>                                                                                                                                                                                                                                                                                     |
| (2) Valoarea totală eligibilă a Proiectului este de maximum <u>11.502.789,80</u> <9.320.932,53> lei <nouă milioane trei sute douăzeci de mii nouă sute treizeci și doi virgulă cincizeci și trei unsprezece milioane cinci sute doisă șapte sute optzeci și nouă virgula optzeci>, echivalentul a <u>2.338.155.504.894.662,52</u> Euro <un milion opt sute nouăzeci și patru de mii șase sute cincizeci și doi virgulă cincizeci și două milioane trei sute treizeci și opt și o sută cincizeci și cinci virgula cincizeci>, calculat la cursul de schimb InforEuro din luna semnării Contractului de Finanțare (1 Euro=<4.9196> lei), din care: | <del>Any annex to the Agreement forms an integral part thereof. In case of discrepancies between the annexes and the Agreement, the later shall prevail.</del>                                                                                                                                                                                                                                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Art. 2 – Duration of the Agreement</b>                                                                                                                                                                                                                                                                                                                                                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <del>The Agreement enters into force and take effect on the same date as the Financing Contract and the validity period shall end three years after the approval of the final report of RO-CULTURE Program by the Financial Mechanism Committee, or 5 years after the approval of the final Project report by the Programme Operator, whichever is later.</del>                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <del>The fulfilment of the period from para. (1) shall not exempt the Project Promoter, the Project partners or their representatives from complying with the obligations resulting from the application of the Financing Contract, of the Agreement and of the Legal framework.</del>                                                                                                             |
| a) Valoarea sprijinului financiar nerambursabil este de maximum <u>9.202.231.857.456.746,02</u> lei <șapte milioane patru sute cincizeci și șase de mii șapte sute patruzeci și șase virgulă zero două milioane două sute doi și două sute treizeci și unu virgula optzeci și cinci de bani> echivalentul a <u>1.870.524.404.515.722,04</u> Euro <un milion cinci sute cincisprezece mii șapte sute douăzeci și doi virgulă zero unu opt sute șaptezeci și cinci sute douăzeci și patru virgula patruzeci>, reprezentând o rată de finanțare <80> % din valoarea totală eligibilă a Proiectului;                                                 | <b>Art. 3 – Roles and responsibilities of each organization involved in the partnership</b>                                                                                                                                                                                                                                                                                                        |
| b) Valoarea contribuției proprii a Promotorului de Proiect și/sau Partenerilor de proiect este de minimum <u>2.300.557.951.864.186,54</u> lei <un milion opt sute                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <del>The Parties shall contribute to the implementation and sustainability of the Project in the modalities specified in the updated Application form, annex to the Financing Contract, in compliance with the provisions of the Financing Contract of the Agreement and of the Legal framework.</del>                                                                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <del>The Project partners authorize the Project Promoter to represent them in relation with the Programme Operator in the context of Project implementation.</del>                                                                                                                                                                                                                                 |

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saizeci si patru de mii o sută optzeci si sase virgulă cincizeci si unu două milioane trei sute si cinci sute cinzeci si sapte virgula nouazeci si cinci > echivalentul a <467.631,10378.930.50> Euro <trei sute saptezeci si opt de mii nouă sute treizeci virgulă cincizeci patru sute saizeci si sapte si sase sute treizeci si unu virgula zece>, reprezentând o rată de finantare <20> % din valoarea totală eligibilă a Proiectului.

- (3) Distribuirea bugetului Proiectului între Promotorul de Proiect și Partenerii de proiect, conform bugetului Proiectului – parte integrantă a Cererii de finantare, este sintetizată în tabelul de mai jos:

IN LEI:

| Orga<br>niza<br>ție  | 1. Valoarea<br>totală<br>a sprijinului<br>financiar<br>Nerambursabil<br>(LEI) | 2. Valoarea<br>contribuției<br>Proprii<br>(LEI) | 3. Valoarea<br>totală<br>eligibilă a<br>Proiectului<br>(LEI) | 4. Valoare<br>neeligibilă<br>(LEI) | 5. Valoarea<br>totală a<br>Proiectului<br>(LEI) |
|----------------------|-------------------------------------------------------------------------------|-------------------------------------------------|--------------------------------------------------------------|------------------------------------|-------------------------------------------------|
| PP                   | 8.917.165,187,4<br>71.679,35                                                  | 2.300.557,95<br>1.864.186,51                    | 11.217.723,139,0<br>35.866,86                                | -12.469.997,14                     | 23.687.720,2724<br>505.863,00                   |
| PP1                  | 254.587,95                                                                    | 0,00                                            | 254.587,95                                                   | 0,00                               | 254.587,95                                      |
| PP2                  | 30.478,72                                                                     | 0,00                                            | 30.478,72                                                    | 0,00                               | 30.478,72                                       |
| Total<br>proie<br>ct | 9.202.231,85<br>7.456.746,02                                                  | 2.300.557,95<br>1.864.186,51                    | 11.502.789,80<br>9.320.932,63                                | -12.469.997,14                     | 23.972.786,94<br>24.790.929,67                  |

IN EURO:

| Organi<br>za<br>ție | 1. Valoarea totală<br>a sprijinului<br>financiar | 2. Valoarea<br>contribuției<br>Proprii<br>(EUR) | 3. Valoarea<br>totală<br>eligibilă a<br>Proiectului | 4. Valoare<br>neeligibilă<br>(EUR) | 5. Valoarea<br>totală a<br>Proiectului<br>(EUR) |
|---------------------|--------------------------------------------------|-------------------------------------------------|-----------------------------------------------------|------------------------------------|-------------------------------------------------|
|---------------------|--------------------------------------------------|-------------------------------------------------|-----------------------------------------------------|------------------------------------|-------------------------------------------------|

The Parties undertake to take the necessary measures to fulfil the obligations and objectives resulting from the Financing Contract and from the Agreement, to fulfil their obligations with efficiency, transparency and diligence and to implement the activities of the Project in compliance with the highest professional and ethical standards.

The Parties undertake to inform each other of all the aspects of interest in the light of the partnership, the implementation of the activities and sustainability of the Project.

The roles and responsibilities of the Parties concerning the implementation of the Project's activities, as described in the Application form, are mentioned in Appendix 1 to this Agreement.

#### Art. 4 – Financial aspects and eligibility of expenditure

The total value of the Project is maximum <the value in figures> Lei <the value in letters>, equivalent of <the value in figures> Euro <the value in letters>, calculated at the InforEuro exchange rate from the month when the Financing Contract is signed (1 Euro=<the value in figures> Lei).

The total eligible value of the Project is maximum <the value in figures> Lei <the value in letters>, equivalent of <the value in figures> Euro <the value in letters>, calculated at the InforEuro exchange rate from the month when the Project Contract is signed (1 Euro=<the value in figures> Lei), of which:

The value of the non reimbursable financial support is maximum <the value in figures> Lei <the value in letters>, equivalent of <the value in figures> Euro <the value in letters>, representing a funding rate of <the value in percent> % of the total eligible value of the Project.

The value of the PP and/or project partners own contribution is maximum <the value in figures> Lei <the value in letters>, equivalent of <the value in figures> Euro <the value in letters>, representing a funding rate of <the value in percent> % of the total eligible value of the Project.

The distribution of the Project budget between the Project Promoter and the Project partners, according to the Project's budget – an integral part of the Application form, is summarized in the table below:

IN LEI:

| Organization <sup>2</sup> | Total value<br>of non-<br>reimbursable | Value of<br>the own<br>contribution<br>(LEI) | Total<br>eligible<br>value<br>of | Eligible<br>value<br>(LEI) |
|---------------------------|----------------------------------------|----------------------------------------------|----------------------------------|----------------------------|
|---------------------------|----------------------------------------|----------------------------------------------|----------------------------------|----------------------------|

<sup>2</sup> Denumire și mențiune dacă este beneficiar de ajutor de stat, unde este cazul (doar PP sau partenerul de proiect din România).

<sup>3</sup> Denumire și mențiune dacă este beneficiar de ajutor de stat, unde este cazul (doar PP sau partenerul de proiect din România).

<sup>2</sup> Name and reference to the statute of state aid beneficiary, if the case may be (only PP or project partner from Romania).

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|                  | Nerambursabil<br>(EUR)       |                          | (EUR)                               |              |                              |
|------------------|------------------------------|--------------------------|-------------------------------------|--------------|------------------------------|
| PP               | 1.812.579,30<br>1.467.776,95 | 467.631,10378<br>.930,50 | 2.280.210,4018<br>36.707,42         | 2.534.758,34 | 4.814.968,74<br>4.371.466,76 |
| PP1              | 51.749,73                    | 0,00                     | 51.749,73                           | 0,00         | 51.749,73                    |
| PP2              | 6.195,37                     | 0,00                     | 6.195,37                            | 0,00         | 6.195,37                     |
| Total<br>proiect | 1.870.524,401<br>515.722,01  | 467.631,1037<br>8.930,50 | 1+2:<br>2.338.155,591<br>894.652,51 | 2.534.758,34 | 4.872.913,84<br>4.429.410,86 |

Art. 2 - Bugetul Proiectului constituie Anexa la Prezentul act adițional nr.2 la Acordul de parteneriat.

Art. 3. - La întocmirea bugetului, valorile, capitolele și liniile standard din cadrul acestora rămân neschimbate pentru parteneri.

Art. 4. - Celelalte prevederi ale acordului de parteneriat rămân neschimbate.

Prezentul act adițional nr. 2 la Acord de parteneriat a fost încheiat în 3 exemplare, astăzi, ..... în limba română/engleză, după caz.

| Instituția                                            | Reprezentant    | Funcția    |
|-------------------------------------------------------|-----------------|------------|
| Unitatea administrativ-teritorială, județul Dâmbovița | Corneliu ȘTEFAN | Presedinte |

|                  | financial<br>support<br>(LEI) |  | the<br>Project<br>(LEI) |
|------------------|-------------------------------|--|-------------------------|
| PP               |                               |  |                         |
| PP1              |                               |  |                         |
| PP2              |                               |  |                         |
| Total<br>proiect |                               |  |                         |

IN EURO:

|                           | Total value<br>of non-<br>reimbursable<br>financial<br>support<br>(EUR) | Value of<br>the own<br>contribution<br>(EUR) | Total<br>eligible<br>value<br>of the<br>Project<br>(EUR) | Indeligible<br>value<br>(EUR) |
|---------------------------|-------------------------------------------------------------------------|----------------------------------------------|----------------------------------------------------------|-------------------------------|
| Organization <sup>8</sup> |                                                                         |                                              |                                                          |                               |
| PP                        |                                                                         |                                              |                                                          |                               |
| PP1                       |                                                                         |                                              |                                                          |                               |
| PP2                       |                                                                         |                                              |                                                          |                               |

The individual budget of the Project Promoter and each Project partner constitutes Annexes 2, 3 ... to the Agreement.

The expenditure incurred by the project Partners must comply with the Legal framework, principles, rules and general and specific conditions regarding the eligibility of expenditure included in the Regulation on the implementation of the EEA Financial Mechanism 2014-2021 and the Financing Contract.

For all types of expenditure included in the budget (with the exception of indirect costs) it will be taken into account that justifying expenses must be based on supporting documents (evidence of market prospecting, offers, similar contracts or any other supporting documents considered useful). The costs will be realistically estimated and their need must be justified in relation to the activities to be carried out and their complexity. They must be reasonable and in line with market prices.

The same category of expenditure as for the Project Promoter is eligible for project Partners in Romania, with the exception of indirect expenditures.

<sup>8</sup> Name and reference to the statute of state aid beneficiary, if the case may be (only PP or project partner from Romania).

18.12.2023

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|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ASOCIATIA EUROTRAINER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Manuela Lavinia TOMA</b> | <b>Presedinte</b> | <del>monument restoration expenditure and project audit, which can only be carried out by the project Promoter.</del><br><del>Only the following types of expenditure will be eligible for project Partners in the donor States:</del><br><del>personnel costs, representing the wages and salaries involved and other legal costs, provided that they correspond to the project partner's usual policy on remuneration;</del><br><del>staff travel expenses;</del><br><del>expenses for experts' fees;</del><br><del>expenditure on consumables and inventory items;</del><br><del>expenditure on rental services related to the activities of the monument revitalization;</del><br><del>expenditure on audit services.</del><br><del>The audit report for partners in the donor States must be drawn up in accordance with the provisions of Article 8.12.4 of the Regulation, namely:</del><br><del>A report drawn up by an independant auditor qualified to carry out statutory audits of accounting documents certifying that the expenditure claimed is incurred in accordance with the relevant national Regulation, national law and accounting practices; OR</del><br><del>A report issued by a competent and independant public official, Recognized by the relevant national authorities as having the capacity to control the entity that made the expenditure and was not involved in the preparation of the financial statements, which certifies that the required costs were incurred in accordance with relevant national accounting Regulation, legislation and practice</del> |
| <b>HORTEN MARSJKLUUB</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>Kjell HAGBERG</b>        | <b>Presedinte</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>ACORD DE PARTENERIAT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                             |                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| privind implementarea Proiectului cod ..... din cadrul Schemei de ajutor de stat pentru restaurarea și revitalizarea monumentelor istorice în cadrul Programului RO-CULTURA, finanțat prin Mecanismul Financiar SEE 2014-2021                                                                                                                                                                                                                                                                                                                                                         |                             |                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Părțile</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                             |                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 1. <Numele complet al organizației>, persoană juridică, cu sediul în <adresa completă a sediului, inclusiv țara>, tel./fax, <nr. de telefon/ fax al organizației>, e-mail: <adresa de e-mail a organizației>, cod de identificare fiscală <codul de identificare fiscală al organizației>, reprezentat/ă legal de către <numele complet al reprezentantului legal, astfel cum apare în documentele de identitate valabile>, în calitate de Promotor de Proiect și beneficiar al ajutorului de stat                                                                                    |                             |                   | <del>In case the Project partner is not a VAT payer (does not recover VAT), the non-recoverable VAT expense is eligible under the Project. If the Project partner can recover the VAT, it is considered an ineligible expense within the Project. If the VAT can only be partially deducted, only the non-recoverable part is eligible.</del>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 2. <Numele complet al organizației>, persoană juridică, cu sediul în <adresa completă a sediului, inclusiv țara>, tel./fax, <nr. de telefon/ fax al organizației>, e-mail: <adresa de e-mail a organizației>, cod de identificare fiscală <codul de identificare fiscală/ codul unic de înregistrare/ codul echivalent din țara de origine al organizației>, reprezentat/ă legal de către <numele complet al reprezentantului legal, astfel cum apare în documentele de identitate valabile>, în calitate de Partener de proiect 1 și beneficiar al ajutorului de stat <sup>4</sup> . |                             |                   | <del>In case of change of the state of non-VAT during the implementation of the project, the declarations regarding the non-deductibility of VAT related to the expenses incurred during the project will be attached to the financial reports and the new calculation method will be followed.</del><br><del>As far as the travel expenses are concerned, they will be budgeted and settled only on lump sums, according to the Order of the Minister of Culture and National Identity no. 2238/08.04.2019. Settlement/budgeting will not be accepted based on the actual cost method.</del><br><del>The following types of expenses are not eligible:</del><br><del>Any expenditure incurred before the entry into force of the Financing Contract for the activities specified in the Project;</del><br><del>The cost of purchasing real estate and unbuilt land;</del>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

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<sup>4</sup> Doar pentru partenerul de proiect din România / Only for the Romanian project partner

3. <se inserează rânduri separate în funcție de numărul de parteneri; informațiile de mai sus se reiau pentru fiecare partener suplimentar, care va fi numerotat distinct>

Având în vedere cadrul legal aplicabil Mecanismului Financiar SEE 2014-2021, așa cum este instituit prin prevederile art. 1.5 din Regulamentul de aplicare a Mecanismului Financiar SEE 2014 – 2021 și prin art. 2 alin. (1) din Contractul de finanțare (denumit în continuare „Cadrul legal”) aferent Proiectului de cod..... ce urmează a fi încheiat între Operatorul de Program și Promotorul de Proiect (denumit în continuare „Contractul de Finanțare”),

## **Art. 1 – Obiectul Acordului**

- (1) Obiectul Acordului îl reprezintă crearea unui parteneriat în vederea implementării Proiectului cod ~~„codul proiectului”~~ (denumit în continuare „Proiect”), finanțat în cadrul Schemei de ajutor de stat pentru restaurarea și revitalizarea monumentelor istorice în cadrul Programului RO-CULTURA, finanțată prin Mecanismul Financiar SEE 2014-2021, conform prevederilor Contractului de Finanțare.
- (2) Prin încheierea Acordului, Părțile declară expres că au acces la, sunt familiare, înțeleg și acceptă prevederile Cadrului legal și ale Contractului de Finanțare transmis în format final de Promotorul de Proiect tuturor Partenerilor de proiect anterior semnării prezentului Acord.
- (3) Părțile se angajează să utilizeze sprijinul financiar nerambursabil doar cu respectarea termenilor și condițiilor Contractului de Finanțare, Acordului și a Cadrului legal.
- (4) Promotorul de proiect și Partenerul de proiect din România sunt beneficiari ai ajutorului de stat acordat sub forma sprijinului financiar nerambursabil în cadrul Schemei de ajutor de stat pentru restaurarea și revitalizarea monumentelor istorice în cadrul Programului RO-CULTURA, finanțat prin Mecanismul Financiar SEE 2014-2021.

- Interest on debts, debt service charges and interest on arrears;
- Expenditure relating to financial transactions and other purely financial costs,  
with the exception of financial services provided for in the Financing Contract;
- Provisions for future losses or liabilities;
- Foreign exchange losses;
- Recoverable VAT;
- Costs which are covered by other sources;
- Fines, penalties and litigation costs;
- excessive and imprudent expenditure;
- ineligible expenditure will be fully borne by PP or project partners.

~~The Project partners will not incur other types of expenses except those mentioned in par. (7) and par. (8) above, under the sanction of declaring them as ineligible.~~

**Art. 5. — Transfer of funds to project partners**

In compliance with the provisions of the Agreement, the Financing Contract, the GEO no. 34/2017 as well its Implementing Rules, the Project Promoter transfers the amounts representing the non-reimbursable financial support collected from the Programme Operator into the accounts of the project Partners, within 10 working days from the date of the collection.

~~For Project partners fiscally registered in Romania, the payments are made in lei, and for the Partners from the Donor States, the payments are made in Euro. In the latter situation, the clearance of expenditure by Programme Operator will take place at the InforEuro exchange rate of the month in which the payments are made.~~

Transfers made by the Project Promoter to the Project partners shall be made either on the basis of the pre-financing model, in the form of an advance and/or interim payments/final payment, or on the basis of the reimbursement model, in compliance with the provisions of the Financing Contract, of the GEO no. 34/2017 and of Implementing Rules. The advance will be paid based on the advance request made by the Project Promoter in the electronic system.

The payments to the Project partners to be performed by the Project Promoter are subject to the approval of the intermediate progress report / final report by the Programme Operator, taking into account the results of the authorization of the expenses justified by the Project Promoter/Project partners for the reported period.

~~In order to determine the amount to be transferred by the Project Promoter as an advance or pre-financing, the project Partners have the obligation to correctly and realistically estimate the necessary amounts to be requested. In order to manage the non-reimbursable financial support and its own contribution, if any, Project partners from Romania shall open special accounts for the project in the State Treasury system or at commercial banks, as appropriate, under the conditions established by GEO no. 34/2017 and its Implementing Rules.~~

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- (5) ~~Acordul constituie parte integrantă a Contractului de Finanțare și se completează cu dispozițiile acestuia. Orice referire la Contractul de Finanțare se referă și la Anexele acestuia.~~
- (6) ~~În cazul unor discrepanțe între Acord și Contractul de Finanțare, acesta din urmă va prevala.~~
- (7) ~~Orice anexă la Acord constituie parte integrantă a acestuia. În cazul unor discrepanțe între anexe și Acord, acesta din urmă va prevala.~~

~~The transfers shall be made by the Project Promoter into the accounts opened by the Project partners according to the provisions of par. (6) and communicated the Project Promoter by bank statement or address issued by the bank, as the case may be.~~

~~The Project Promoter has the obligation to send a written notification regarding the transfer to both project Partners and Programme Operator within maximum 5 working days from the date of transfer, notification to which a copy of the payment order and bank statement are attached.~~

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**Art. 2 – Durata Acordului**

- (1) ~~Acordul intră în vigoare la aceeași dată cu Contractul de Finanțare și își încetează valabilitatea la trei ani de la aprobarea de către Comitetul Mecanismului Financiar a raportului final al Programului RO-CULTURA sau la 5 ani de la aprobarea de către Operatorul de Program a raportului final al Proiectului, oricare intervine ultima.~~
- (2) ~~Împlinirea termenului de la alin. (1) nu-i exonerează pe Promotorul de Proiect, Partenerii de proiect sau reprezentanții acestora de respectarea obligațiilor rezultând din aplicarea Contractului de Finanțare, Acordului și Cadrului legal.~~

~~The project Partners shall verify the collection of the amounts within maximum 5 working days from the date of receipt of the notification sent by the Project Promoter.~~

~~In case the due amounts have not been received, the project Partners shall send a written notification to both the Project Promoter and the Programme Operator within maximum 5 working days from the date of the finding.~~

~~The amounts of money transferred as non-reimbursable financial support may not be subject to forced execution during the entire validity period of the Agreement, except for the budgetary debts resulting from the application of the provisions of GEO no. 66/2011 or of GEO no. 77/2014 as subsequently amended.~~

~~The amounts of money transferred as non-reimbursable financial support can be used by the project Partner only for the implementation of the Project, in compliance with the provisions of the Financing Contract, of the Agreement and of the Legal framework.~~

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**Art. 3 – Rolurile și responsabilitățile fiecărei Părți**

- (1) ~~Părțile trebuie să contribuie la implementarea și sustenabilitatea Proiectului în modalitățile precizate în Cererea de finanțare, anexă la Contractul de Finanțare, cu respectarea prevederilor Contractului de Finanțare, ale Acordului și ale Cadrului legal.~~
- (2) ~~Partenerii de proiect autorizează Promotorul de Proiect să-i reprezinte în relația cu Operatorul de Program, în contextul implementării Proiectului.~~
- (3) ~~Părțile se angajează să întreprindă măsurile necesare pentru îndeplinirea obligațiilor și obiectivelor care rezultă din Contractul de Finanțare și Acord, să și îndeplinească obligațiile cu eficiență, transparență și diligență și să implementeze activitățile Proiectului cu respectarea celor mai înalte standarde profesionale și etice.~~
- (4) ~~Părțile se angajează să se informeze reciproc asupra tuturor aspectelor de interes din perspectiva derulării parteneriatului, implementării activităților și sustenabilității Proiectului.~~
- (5) ~~Rolurile și responsabilitățile Părților privind implementarea activităților Proiectului, conform descrierii din Cererea de finanțare, sunt menționate în Anexa 1 a prezentului Acord.~~

**Art. 6. – Rights and obligations of the Project Promoter**

~~Before the Programme Operator, the Project Promoter fully undertakes the legal responsibility for the full management of the non-reimbursable financial support received under the Financing Contract (including the part transferred to the project Partners under the Agreement), as well as for the implementation and sustainability of the Project in compliance with the provisions of the Financing Contract, of the Agreement and of the Legal framework. As leader, the Project Promoter shall ensure the coordination of the partnership concluded for the purpose of implementing and ensuring the sustainability of the Project and shall act as an intermediary between the Programme Operator and the project Partners. The Programme Operator may decide to directly address to the project Partners whenever circumstances require, with previous information of the Project Promoter.~~

~~Before the Programme Operator, the Project Promoter shall be solely responsible for returning any amounts referred to in Article 7 par. (13), par. (21) and par. (23) of this Agreement or any amounts unduly received by the project Partners under the Agreement, as the case may be, as notified by the Programme Operator. The Project Promoter has a right of recourse against Project partners under common law.~~

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**Art. 4 – Aspecte financiare și eligibilitatea cheltuielilor**

- (1) Valoarea totală a Proiectului este de maximum <valoarea în cifre> lei <valoarea în litere>, echivalentul a <valoarea în cifre> Euro <valoarea în litere>, calculat la cursul de schimb InforEuro din luna semnării Contractului de Finanțare (1 Euro=<valoarea în cifre> lei).
- (2) Valoarea totală eligibilă a Proiectului este de maximum <valoarea în cifre> lei <valoarea în litere>, echivalentul a <valoarea în cifre> Euro <valoarea în litere>, calculat la cursul de schimb InforEuro din luna semnării Contractului de Finanțare (1 Euro=<valoarea în cifre> lei), din care:
  - a) Valoarea sprijinului financiar nerambursabil este de maximum <valoarea în cifre> lei <valoarea în litere> echivalentul a <valoarea în cifre> Euro <valoarea în litere>, reprezentând o rată de finanțare <valoarea în procent> % din valoarea totală eligibilă a Proiectului;
  - b) Valoarea contribuției proprii a Promotorului de Proiect și/sau Partenerilor de proiect este de minimum <valoarea în cifre> lei <valoarea în litere> echivalentul a <valoarea în cifre> Euro <valoarea în litere>, reprezentând o rată de finanțare <valoarea în procent> % din valoarea totală eligibilă a Proiectului.
- (3) Distribuția bugetului Proiectului între Promotorul de Proiect și Partenerii de proiect, conform bugetului Proiectului – parte integrantă a Cererii de finanțare, este sintetizată în tabelul de mai jos:

ÎN LEI:

| Organizație <sup>5</sup> | Valoarea totală a sprijinului financiar Nerambursabil (LEI) | Valoarea contribuției Proprii (LEI) | Valoarea totală eligibilă a Proiectului (LEI) | Valoare neeligibilă (LEI) | Valoarea totală a Proiectului (LEI) |
|--------------------------|-------------------------------------------------------------|-------------------------------------|-----------------------------------------------|---------------------------|-------------------------------------|
| PP                       |                                                             |                                     |                                               |                           |                                     |
| Pp1                      |                                                             |                                     |                                               |                           |                                     |
| ...                      |                                                             |                                     |                                               |                           |                                     |

The Project Promoter shall immediately inform the project Partners of any circumstances that may have a negative impact on the correct and timely implementation of the Project activities and any situation that could affect or delay the implementation and/or sustainability of the Project or lead to the termination of the Financing Contract and/or of the Agreement, as the case might be.

The Project Promoter will ensure that the project Partners have access to all documents, data and information in their possession, which may be necessary and useful to project Partners in fulfilling their obligations. Upon request by the Donor Countries' project Partners, these will be provided in English language. The Project Promoter shall immediately inform the project Partners on the signature of the Financing Contract and shall forward them a signed copy of the Financing Contract as soon as possible.

The Project Promoter shall consult with the project Partners in due time on changes to the Financing Contract/Project affecting them.

The Project Promoter shall draw up all the categories of reports required under the Financing Contract and shall ensure that they are submitted to the Programme Operator by the set deadline. In this respect, it will collect all the necessary documents from the project Partners and will notify them of the deadline for submitting their documents to the Project Promoter.

The Project Promoter shall verify all information and documents received from the project Partners before sending them to the Programme Operator and will certify them with digital signature.

The Project Promoter should ensure that the use of non-reimbursable financial support by the Project partners is for Project purposes only.

The Project Promoter has the obligation to ensure that, during implementation and sustainability of the Project, the project Partner in Donor States do not obtain an advantage for themselves, within the meaning of art. 6 letter i) of the state aid Scheme and that any advantage resulting from the implementation of the Project to the Project Promoter, as fees obtained from ticket sales at various events, fees charged for participating in various activities organized by the partner etc., shall be immediately transferred to the Project Promoter, under the sanction of declaring of that part of the non-reimbursable financial support granted to the project Partner as misused state aid. PO will recover from PP the misused State aid, in accordance with the provisions of the GEO No 77/2014 and the methodological rules on the standstill/recovery of State/de minimis aid. The Project Promoter has a right of recourse against project Partners under common law.

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<sup>5</sup> Denumire și mențiune dacă este beneficiar de ajutor de stat, unde este cazul (doar PP sau partenerul de proiect din România).

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~~<sup>6</sup> Denumire și mențiune dacă este beneficiar de ajutor de stat, unde este cazul (doar PP sau partenerul de proiect din România).~~

(7) Pentru Partenerii de proiect din România sunt eligibile același categorii de cheltuieli ca și pentru Promotorul de proiect, cu excepția cheltuielilor indirecte, cheltuielilor aferente restaurării monumentului și auditului de Proiect, care pot fi efectuate doar de către Promotorul de proiect.

(8) Pentru Partenerii de proiect din statele donatoare vor fi eligibile doar următoarele tipuri de cheltuieli:

- cheltuieli cu personalul, reprezentând salariile și contribuțiile sociale aferente și alte costuri legale, cu condiția ca acestea să corespundă politicii uzuale a Partenerului de proiect cu privire la remuneratii;
- cheltuieli cu deplasarea personalului;
- cheltuieli cu onorariile experților;
- cheltuieli cu materiale consumabile și obiecte de inventar;
- cheltuielile cu servicii de închiriere aferente activităților de revitalizare a monumentului;
- cheltuielile cu servicii de audit.

(9) Raportul de audit aferent partenerilor din Statele Donatoare trebuie să fie întocmit în conformitate cu prevederile art. 8.12.4 din Regulament, respectiv:

un raport întocmit de către un auditor independent, calificat pentru a efectua audituri statutare ale documentelor contabile, care certifică faptul că cheltuielile solicitate sunt efectuate în conformitate cu Regulamentul, legislația națională și practicile de contabilitate naționale relevante; SAU

un raport emis de un funcționar public competent și independent, recunoscut de autoritățile naționale relevante ca având capacitatea de control financiar și bugetar asupra entității care a efectuat cheltuielile și care nu a fost implicat în realizarea situațiilor financiare, care certifică faptul că costurile solicitate au fost efectuate conform Regulamentului, legislației naționale și practicilor contabile naționale relevante.

(10) În situația în care Partenerul de proiect nu este plătitor de TVA (nu recuperează TVA), cheltuiala cu TVA nerecuperabilă este eligibilă în cadrul Proiectului. În cazul în care Partenerul de proiect poate recupera TVA, acesta este considerat cheltuială neeligibilă în cadrul Proiectului. În cazul în care TVA poate fi dedus doar parțial, numai partea care nu poate fi recuperată este eligibilă.

(11) În caz de schimbare a statutului de neplătitor de TVA în cursul implementării proiectului, se vor atașa, în mod obligatoriu, Declarațiile privind nedeductibilitatea TVA aferente cheltuielilor efectuate în cadrul proiectului la rapoartele financiare și se va respecta noua metodă de calcul.

(12) În ceea ce privește cheltuielile de deplasare, acestea vor fi bugetate și decontate doar pe bază de sume forfetare, conform Ordinului Ministrului

The project Partners shall ensure that all project-related communications are transmitted to the Programme Operator by means of the Project Promoter, unless the Programme Operator submits the request directly to the project Partners, in case which the project Partners shall inform the Project Promoter accordingly;

The project Partners shall provide the Project Promoter on time with all information and necessary documents for the preparation of the reports required under The Financing Contract.

The project Partners shall archive and keep in good condition all the documents related to the Project, including the documents relating to audits and verifications carried out, in the form of original documents throughout the duration of the Agreement as defined in Article 2 of the Agreement or for at least 10 years from the date on which the last aid was granted, whichever occurs last.

The project Partners shall provide the Project Promoter with certified copies of the original documents relating to the Project, in physical format or on generally accepted data carriers in due time.

The supporting documents for expenditure to be presented by the Project partners are illustrated in Article 7 par. (9), par. (11) and par. (12) of the Financing Contract.

Costs incurred by the Project partners from the Donor States may be supported by:

A report by an independent auditor qualified to carry out statutory audits of accounting documents, certifying that the claimed costs are incurred in accordance with the Regulation, the national law and relevant national accounting practices; OR

A report issued by a competent and independent public officer recognized by the relevant national authorities as having a budget and financial control capacity over the entity incurring the costs and who has not been involved in the preparation of the financial statements, certifying that the claimed costs are incurred in accordance with the Regulation, the relevant law and national accounting practices.

The project Partners will ensure unhindered access for the national and international authorities responsible for verification, control and audit, for the Programme Operator, for the services of the Financial Mechanism Committee, for the Office of The Financial Mechanism, the EFTA Board of Auditors, the National Focal Point, the Certifying authority, the Audit Authority, the Irregularity Authority, the Competition Council within their respective competences, where they carry out on-the-spot checks/audits. Persons carrying out audits or checks will be provided, upon request, with immediate, complete and unrestricted access to all information, documents, persons, places and facilities relevant to audit or verification, including access to IT systems directly related to the Project, within the time limits laid down, under the sanction of application of the provisions of par. (13) below.

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| <p>Culturii și Identității Naționale nr. 2238/08.04.2019. Nu se va accepta decontarea/ bugetarea pe baza metodei costurilor reale.</p> <p>(13) Următoarele tipuri de cheltuieli nu sunt eligibile:</p> <ul style="list-style-type: none"><li>— orice cheltuieli efectuate înainte de intrarea în vigoare a Contractului de finanțare pentru activitățile prevăzute în Proiect;</li><li>— costul de achiziție a bunurilor imobiliare și a terenului neconstruit;</li><li>— dobânzi aferente datoriilor, cheltuieli aferente serviciului datoriei și penalități de întârziere;</li><li>— cheltuieli legate de tranzacțiile financiare și de alte costuri pur financiare, cu excepția serviciilor financiare prevăzute în Contractul de finanțare;</li><li>— provizioanele pentru pierderi sau datorii viitoare;</li><li>— pierderi din cursul de schimb valutar;</li><li>— TVA recuperabilă;</li><li>— costuri care sunt acoperite din alte surse;</li><li>— amenzi, penalități și cheltuieli de judecată;</li><li>— cheltuieli excesive și imprudente.</li></ul> <p>Cheltuielile neeligibile vor fi suportate integral de către PP sau de Partenerii de proiect.</p> <p>(14) Partenerii de proiect nu vor realiza alte tipuri de cheltuieli în afara celor menționate la alin. (7) și alin. (8) de mai sus, sub sancțiunea declarării acestora ca neeligibile.</p> | <p><del>Project Partners are obliged to ensure that contracts/agreements concluded with third parties provide for their obligation that the information and documents relating to the Project are available during the control or audit missions carried out under par. (11).</del></p> <p><del>In the event of failure to fulfill the obligations set under par.(11) – par.(12), Project partners shall return the Project Promoter the entire amount received as non-reimbursable financial support, including related interest, established in accordance with the applicable state aid rules. The amount reimbursed to the Program Operator by the Project Promoter under the terms of the Financing Contract shall be returned to the Project Promoter by the Project partners in breach, within [insert number of days fixed by the parties for the repayment of the amounts paid By the project Promoter to The Program Operator attributable to the partners] days from the notification submitted by The Project Promoter to that effect.</del></p> <p><del>The project Partners will ensure full access for the Project Promoter to all documents and implementation sites of the Project, in order for him to verify the conformity of the Project implementation with the Financing Contract, with the Agreement and with the legal Framework within the set deadlines.</del></p> <p><del>The project Partners shall ensure the visibility of the Project and of the non-reimbursable financial support and shall comply with the provisions of the Regulation, Annex 3 to the Regulation and the Financing Contract. The project Partners undertake to implement the Project Communication Plan (part of the funding request), respecting the visual identity rules and other requirements set out in Communication and design Manual EEA and Norway grants 2014-2021, as well as in information and Communication requirements EEA and Norway grants 2014-2021 (available at <a href="http://www.ro.culture.ro/documents/projects">www.ro.culture.ro/documents/projects</a>).</del></p> <p><del>The project Partners have the right to request to the Project Promoter to contact the Programme Operator in order to obtain any necessary information or clarification for the proper implementation of their activities. In this case, the project Partners shall submit to the Project Promoter all relevant information and documents in support of their application.</del></p> <p><del>The project Partners shall ensure their own contribution to the eligible costs of the Project, if any, as well as the funds needed to implement the Project until receiving the non-reimbursable financial support payments from the Project Promoter.</del></p> <p><del>The project Partners shall ensure the necessary financial resources to cover all ineligible costs (including related costs) corresponding to their own Project activities, as well as to cover any financial corrections and interest relating thereto arising from their implementation, if any.</del></p> <p><del>The project Partners shall provide the necessary resources (human, material, technological, etc.) to implement their own Project activities.</del></p> |
| <p><b>Art. 5. — Efectuarea plăților către Partenerii de proiect</b></p> <p>(1) <del>Cu respectarea prevederilor Acordului, Contractului de Finanțare, a OUG nr. 34/2017 precum și a Normelor metodologice de aplicare, Promotorul de Proiect transferă sumele reprezentând sprijinul financiar nerambursabil, încasate de la Operatorul de Program, în conturile Partenerilor de proiect, în termen de 10 zile lucrătoare de la încasare.</del></p> <p>(2) <del>Pentru Partenerii de proiect înregistrați fiscal în România, plățile se efectuează în lei, iar pentru Partenerii din statele Donatoare, plățile se efectuează în Euro. În această din urmă situație, autorizarea cheltuielilor de către OP se va efectua la cursul InforEuro din luna în care plățile sunt efectuate.</del></p> <p>(3) <del>Transferurile efectuate de Promotorul de Proiect către Partenerii de proiect se fac fie pe baza modelului pre finanțării, sub formă de avans și/sau plăți intermediare/plată finală, fie pe baza modelului rambursării, cu respectarea prevederilor Contractului de Finanțare, ale OUG nr. 34/2017 și a Normelor</del></p>                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

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metodologice de aplicare. Avansul va fi plătit pe baza cererii de avans depusă de către Promotorul de Proiect în sistemul electronic.

- (4) Promotorul de Proiect poate condiționa efectuarea plăților către Partenerii de proiect de aprobarea raportului intermediar de progres/raportului final de către Operatorul de Program, ținând cont de rezultatele autorizării cheltuielilor justificate de Promotorul de Proiect/Partenerii de proiect aferente perioadei raportate.
- (5) În vederea stabilirii cuantumului sumelor transferate de Promotorul de Proiect cu titlu de avans sau pre-finanțare, Partenerii de proiect au obligația de a estima corect și realist necesarul de sume ce urmează a se solicita.
- (6) În vederea gestionării sprijinului financiar nerambursabil și a contribuției proprii, dacă există, Partenerii de proiect din România au obligația de a deschide conturi speciale pentru proiect în sistemul Trezoreriei Statului sau la bănci comerciale, după caz, în condițiile stabilite prin OUG nr. 34/2017 și Normele sale de aplicare.
- (7) Transferurile se efectuează de către Promotorul de Proiect în conturile deschise de către Partenerii de proiect conform dispozițiilor alin. (6) și aduse la cunoștința Promotorului de proiect prin intermediul extrasului de cont/adresă emisă de bancă, după caz.
- (8) Promotorul de Proiect are obligația transmiterii unei notificări scrise atât Partenerilor de proiect cât și Operatorului de Program cu privire la efectuarea viramentului, în termen de maximum 5 zile lucrătoare de la data virării, notificare la care se anexează o copie a ordinului de plată și a extrasului de cont.
- (9) Partenerii de proiect au obligația verificării încasării sumelor în termen de maximum 5 zile lucrătoare de la data primirii notificării Promotorului de Proiect.
- (10) În cazul în care încasarea sumelor nu s-a efectuat, Partenerii de proiect sunt obligați să transmită o notificare scrisă atât Promotorului de Proiect, cât și Operatorului de Program, în termen de maximum 5 zile lucrătoare de la data constatării.
- (11) Sumele de bani transferate cu titlu de sprijin financiar nerambursabil nu pot face obiectul executării silite pe întreaga perioadă de valabilitate a Acordului, cu excepția creanțelor bugetare rezultate din aplicarea prevederilor OUG nr. 66/2011 sau ale OUG nr. 77/2014 cu modificările și completările ulterioare.
- (12) Sumele de bani transferate cu titlu de sprijin financiar nerambursabil pot fi utilizate de către Partenerul de proiect doar în scopul implementării Proiectului, cu respectarea prevederilor Contractului de Finanțare, Acordului și ale Cadrului legal.

~~The Project partners shall ensure that there is no identity of duties/tasks/responsibilities between their own project team members and the economic operators, in case of outsourced activities.~~

~~The project Partners of the Donor Stated undertake to ensure that, during implementation and sustainability of the Project, the project Partner in Donor States do not obtain an advantage for themselves, within the meaning of art. 6 letter i) of the state aid Scheme and that any advantage resulting from the implementation of the Project to the Project Promoter, as fees obtained from ticket sales at various events, fees charged for participating in various activities organized by the partner etc., shall be immediately transferred to the Project Promoter, under the sanction of declaring of that part of the non-reimbursable financial support granted to the project Partner as misused state aid. PO will recover from PP the misused State aid, in accordance with the provisions of the GEO No 77/2014 and the methodological rules on the standstill/recovery of State/de minimis aid. The Project Promoter has a right of recourse against project Partners under common law.~~

~~The project Partners shall take all necessary measures to prevent, detect and sanction irregularities arising in obtaining and using the non-reimbursable financial support received and shall immediately inform the Project Promoter of any suspicion or situation of irregularity or fraud.~~

~~The project Partners are required to return to the Project Promoter the amounts granted in advance from the non-reimbursable financial support and unused, unjustified or unduly justified, the amounts declared by The Program Operator to be ineligible, amounts resulting from irregularities/fraud, as well as amounts resulting from percentage reductions/financial corrections applied as a result of non-compliance with the provisions of the Legal framework, European or national law, the Financing Contract or the Agreement, as appropriate. The described amounts, paid back to the Program Operator by the Project Promoter in accordance with the provisions of the Financing Contract, with related interest, shall be returned to the Project Promoter by the responsible project Partners within [to be filled in the no. of days set by the parties for the refund of the amounts imputable to the project partners and paid by the Project Promoter to the Programme Operator] days from the notification sent by the Project Promoter.~~

~~The project Partners undertake to carry out the processing of personal data related to project implementation in line with the provisions of EU Regulation no. 679 of 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation). The project Partners will make sure that they have the explicit consent of the members of the target groups/ final beneficiaries regarding the processing of their personal data, including those belonging to the Roma community, if applicable.~~

**Art. 6. — Drepturile și obligațiile Promotorului de Proiect**

- (1) ~~În fața Operatorului de Program, Promotorul de Proiect își asumă pe deplin responsabilitatea legală privind gestionarea integrală a sprijinului financiar nerambursabil primit în temeiul Contractului de Finanțare (inclusiv partea transferată Partenerilor de proiect conform Acordului), precum și pentru implementarea și sustenabilitatea Proiectului cu respectarea prevederilor Contractului de Finanțare, Acordului și ale Cadrului legal. În calitate de lider, Promotorul de Proiect asigură coordonarea parteneriatului încheiat în vederea implementării și asigurării sustenabilității Proiectului și îndeplinește rolul de intermediar între Operatorul de Program și Partenerii de proiect. Operatorul de Program poate decide să se adreseze direct Partenerilor de proiect, ori de câte ori — circumstanțele impun această măsură, cu informarea prealabilă a Promotorului de Proiect.~~
- (2) ~~În fața Operatorului de Program, Promotorul de Proiect este unicul răspunzător pentru restituirea oricăror sume menționate la art. 7 alin. (13), alin. (21) și alin. (23) din prezentul Acord sau a oricăror sume primite necuvenit de către Partenerii de proiect în temeiul Acordului, după caz, conform notificării primite de la Operatorul de Program. Promotorul de Proiect are un drept de regres împotriva Partenerilor de proiect în condițiile dreptului comun.~~
- (3) ~~Promotorul de Proiect va informa de îndată Partenerii de proiect cu privire la toate circumstanțele care pot avea impact negativ asupra implementării corecte și la timp a activităților Proiectului și asupra oricărei situații care ar putea afecta sau întârzia implementarea și/sau sustenabilitatea Proiectului sau ar putea conduce la încetarea Contractului de Finanțare și/sau a Acordului, după caz.~~
- (4) ~~Promotorul de Proiect va asigura accesul Partenerilor de proiect la toate documentele, datele și informațiile aflate în posesia sa, care ar putea fi necesare și utile Partenerilor de proiect în îndeplinirea obligațiilor acestora. Acestea vor fi furnizate în limba engleză, la cererea Partenerilor de proiect din statele Donatoare.~~
- (5) ~~Promotorul de Proiect îi va informa imediat pe Partenerii de proiect cu privire la semnarea Contractului de Finanțare și le va transmite acestora, de îndată, o copie semnată a Contractului de Finanțare.~~
- (6) ~~Promotorul de Proiect se va consulta cu Partenerii de proiect în timp util cu privire la modificările Contractului de Finanțare/Proiectului care îi afectează.~~
- (7) ~~Promotorul de Proiect va întocmi toate categoriile de rapoarte solicitate în temeiul Contractului de Finanțare și se va asigura de transmiterea acestora la termen către Operatorul de Program. În acest sens, va colecta toate documentele necesare de la Partenerii de proiect și îi va notifica pe aceștia cu privire la termenul de transmitere a documentelor către Promotorul de Proiect.~~

~~The project Partners have any other obligations arising from the Financing Contract and the Legal framework.~~

**Art. 8. Ownership and use of results**

~~Any results or rights related thereto, including copyright and/or any other intellectual and/or industrial property rights resulting from or following the performance of the Financing Contract shall be the property of the Project Promoter or of the project partners and will be determined by the Parties at the end of the implementation period.~~

~~The Project Promoter and/or the project Partners shall grant the Programme Operator, the National Focal Point, the Financial Mechanism Committee, the Financial Mechanism Office and the Programme Partners non-exclusive assignment free of charge, without limit and for all territories in which the results of the Project and Programme of the rights referred to in the previous paragraph are to be disseminated. The assignment covers all the modalities of use for the promotion of the Project, of the Programme and for the public communication of their results, under the conditions laid down in the Financing Contract. The assignees have the right to freely use and as they see fit, including to edit, modify, translate, display, reproduce by any technical procedure, publish or communicate on any support, all documents/materials deriving from the Project, irrespective of their form, provided they do not breach existing industrial and intellectual property rights.~~

~~The project Partners shall ensure that they have all rights to use any pre-existing intellectual/ industrial property rights necessary for the implementation and sustainability of the Project.~~

~~The project Partners grant the Project Promoter a non-exclusive assignment free of charge, for an unlimited period and for all the territories in which the results of the Project and the Programme of the intellectual property rights are to be disseminated for those rights that each of the Partners has before the start of the Project, for those modalities of use necessary for the realization of the Project and for the dissemination of the results of the Project and the Programme.~~

~~The project Partners grant the Project Promoter the non-exclusive assignment free of charge, without limit and for all territories in which the results of the Project and Programme of the intellectual property rights are to be disseminated of the property intellectual rights for what is achieved within the Project, for those use modalities necessary for the implementation of the Project and for the dissemination of the Project and Programme results. Where identifiable natural persons appear in photo and/or video images, proof of their valid consent for the use of those materials shall be provided nu the Project partners. This obligation does not apply where the images are taken in public spaces under the conditions permitted by law.~~

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- (8) Promotorul de Proiect va verifica toate informațiile și documentele preluate de la Partenerii de proiect înainte de transmiterea acestora către Operatorul de Program și le va certifica cu semnătura digitală.
- (9) Promotorul de Proiect trebuie să se asigure că utilizarea sprijinului financiar nerambursabil de către Partenerii de proiect este exclusiv în scopul Proiectului.
- (10) Promotorul de Proiect are obligația de a se asigura că, în perioada de implementare și de sustenabilitate a Proiectului, partenerul de proiect din Statele Donatoare nu obține pentru sine un avantaj astfel cum este definit la art. 6 lit. i) din Schema de ajutor de stat precum și că orice avantaj obținut de partenerii de proiect din Statele Donatoare ca urmare a implementării Proiectului, precum taxe obținute din vânzarea билетelor la diferite evenimente, taxe percepute pentru participarea la diferite activități organizate de partener etc., trebuie să fie transferat de îndată către PP, sub sancțiunea declarării acelei părți din sprijinul financiar nerambursabil transferată partenerului de proiect ca fiind ajutor de stat utilizat abuziv. OP va recupera de la PP ajutorul de stat utilizat abuziv, în conformitate cu prevederile OUG nr. 77/2014 și ale Normelor metodologice privind stoparea/recuperarea ajutorului de stat/de minimis. Promotorul de Proiect are drept de regres împotriva partenerilor de proiect conform dreptului comun.
- (11) Promotorul de Proiect va transfera Partenerilor de proiect sumele reprezentând sprijin financiar nerambursabil încasate de la Operatorul de Program în termenele și condițiile stabilite prin Acord.
- (12) Promotorul de Proiect este responsabil de încărcarea tuturor documentelor aferente implementării Proiectului în sistemul electronic de management al programului, conform cerințelor și instrucțiunilor Operatorului de Program.
- (13) Promotorul de Proiect va centraliza dovezile privind implementarea activităților de către Partenerii de proiect în vederea transmiterii către Operatorul de Program, precum și în vederea prezentării acestora în cadrul vizitelor/verificărilor la fața locului efectuate de către Operatorul de Program sau alte autorități/organisme abilitate.
- (14) În cazul identificării unei nereguli, Promotorul de Proiect va pune în vedere Partenerilor de proiect să ia toate măsurile necesare pentru remedierea de îndată a efectelor acesteia.
- (15) Promotorul de Proiect se va asigura că Partenerii de proiect implementează recomandările formulate de Operatorul de Program și/sau alte autorități/organisme abilitate cu ocazia efectuării unor verificări/controale în legătură cu implementarea și/sau sustenabilitatea Proiectului.

~~Ownership of tangible and intangible assets purchased from the Project's budget belongs to the Project Promoter. The Project Promoter may grant the Project partners the right to use the tangible and intangible assets, solely in the interest of implementing the Project or ensuring its sustainability at the end of the implementation period.~~

#### Art. 9 Assignment of the Agreement

~~The Agreement, as well as all rights and obligations arising from its execution, cannot be subject to the total or partial assignment, novation, subrogation or any other mechanism of transmission and/or conversion of obligations and rights of the Agreement by the Parties, except as provided for in art. 10 par.(3) and par.(4) of this Agreement.~~

#### Art. 10 Amendments to the Agreement

~~For the duration of this Agreement, the Parties shall have the right to agree on the modification of certain clauses, whenever their interests so require, or where these circumstances take place and could not be foreseen at the time when this Agreement is concluded.~~

~~Any amendment to the Agreement or its annexes shall be made in writing by concluding an addendum, without prejudice to the provisions of the Financing Contract.~~

~~Amendment of the Agreement by replacing the project Partner/Partners shall be carried out exclusively with the prior written agreement of the Programme Operator. The Program Operator shall have the right to reject such a request on a justified basis.~~

~~Amendment of the Agreement by removing one or all project Partners and taking over by the Project Promoter or the other Partners of all obligations undertaken by the quitter Project partner(s) shall be permitted only with the prior written approval of the Programme Operator. The Program Operator shall have the right to reject such a request on a justified basis.~~

~~Amendments regarding the content of the Application form will be made in accordance with the provisions of the Financing contract.~~

~~The following types of modifications may be made in the form of a simple information of the other Party: change of address, change of registered office or contact details, change of contact person, change of project's special accounts, replacement of the legal representative. to be supplemented by the parties, if the case may be, without prejudice to the provisions of the Financing Contract~~

#### Art. 11 Suspension of the Agreement and of the payments

**Art. 7 – Drepturile și obligațiile Partenerilor de proiect**

- (1) Partenerii de proiect sunt răspunzători legal și financiar în fața Promotorului de Proiect pentru îndeplinirea, cu respectarea dispozițiilor Contractului de Finanțare, Acordului și Cadrului legal, a tuturor obligațiilor asumate prin Contractul de Finanțare și Acord, inclusiv fără a se limita la gestionarea părții din sprijinul financiar nerambursabil care le revine conform Acordului și implementarea activităților/sub-activităților pe care și le-au asumat.
- (2) Partenerii de proiect au obligația de a implementa activitățile Proiectului care le revin și de a efectua cheltuieli cu respectarea Acordului, a Contractului de Finanțare, a Cadrului legal, a standardelor profesionale și etice aplicabile, precum și a legislației europene și naționale relevante pentru toate fazele de implementare, inclusiv perioada de sustenabilitate.
- (3) Partenerii de proiect vor informa de îndată Promotorul de Proiect cu privire la toate circumstanțele care pot avea impact negativ asupra implementării corecte și la timp a activităților Proiectului și asupra oricărei situații care ar putea afecta sau întârzia implementarea/sustenabilitatea Proiectului sau ar putea conduce la încetarea Acordului.
- (4) Partenerii de proiect vor răspunde oricărei solicitări venite din partea Promotorului de Proiect în termenul specificat în respectiva solicitare.
- (5) Partenerii de proiect se vor asigura că toate comunicările legate de Proiect sunt transmise Operatorului de Program prin intermediul Promotorului de Proiect, cu excepția situației în care Operatorul de Program transmite solicitarea direct Partenerilor, caz în care Partenerii de proiect vor informa Promotorul de Proiect în consecință.
- (6) Partenerii de proiect vor furniza Promotorului de Proiect la timp toate informațiile și documentele necesare pregătirii rapoartelor solicitate în temeiul Contractului de Finanțare.
- (7) Partenerii de proiect vor arhiva și păstra în bune condiții toate documentele aferente Proiectului, inclusiv documentele aferente auditurilor și verificărilor efectuate, sub formă de documente originale, pe toată durata Acordului, astfel cum este definită la art. 2 sau timp de cel puțin 10 ani de la data la care a fost acordată ultima alocare specifică ajutorului de stat, oricare intervine ultima.
- (8) Partenerii de proiect vor furniza Promotorului de Proiect copii certificate ca fiind conforme cu originalul ale documentelor aferente Proiectului, în format fizic sau pe suporturi de date general acceptate la termenele stabilite.
- (9) Documentele justificative pentru cheltuieli care urmează să fie prezentate de către Partenerii de proiect sunt exemplificate la art. 7 alin. (9), alin. (11) și alin. (12) din Contractul de Finanțare.

~~The Agreement shall be suspended  
De jure, on the date of suspension of the Financing Contract;  
By either Party in the event of *force majeure* with the proper application of the provisions of the Financing Contract.~~

~~The suspension shall take effect until the cessation of the cause which generated it. The implementation period of the Project shall be extended for a period of time equivalent to the duration of the suspension under the conditions laid down in the Financing Contract.  
Payments may be suspended unilaterally by the Project Promoter as a consequence of their unilateral suspension ordered by the Programme Operator in the cases and conditions laid down in the Financing Contract. Payments shall be resumed at the date of termination of the case of suspension.~~

**Art. 12 Prevention, detection and sanctioning of irregularities**

~~For the purposes of the Agreement, "irregularity" has the meaning given in art. 12.2 of the Regulation and in GEO no. 66/2011.~~

~~The provisions of the Financing Contract relating to the prevention, detection and sanctioning of irregularities shall apply.~~

**Art. 13 Contract liability, penalties, damages**

~~The Project Promoter and/or the project Partners shall individually and exclusively respond to third parties for torts or damages of any kind incurred by them during, as a result of or in connection with the performance of the Agreement or the Financing Contract and/or the Project implementation and sustainability. For the purposes of this paragraph, the employees of the Project Promoter or the project Partners shall be considered as third parties.  
The Programme Operator cannot under any circumstances or for any reason whatsoever be held liable for damage or tort, patrimonial or non-patrimonial, incurred by the Project Promoter, Project partners or third parties during or as a result of the performance of the Financing Contract or this Agreement and/or the Project implementation/sustainability.  
The Project Promoter and/or the project Partners shall be responsible for the damage caused to third parties.~~

~~It to be supplemented by the parties (e.g. the regime of damages owed due to non-performance of contract caused by guilt), if applicable, without prejudice to the provisions of the Financing Contract.~~

**Art. 14 Conflict of interest**

~~The Parties shall undertake to take all measures necessary to comply with the~~

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(10) Justificarea cheltuielilor de către Partenerii de proiect din Statele Donatoare poate fi efectuată în temeiul:

– unui raport întocmit de către un auditor independent, calificat pentru a efectua audituri statutare ale documentelor contabile, care certifică aspectul potrivit căruia cheltuielile solicitate sunt efectuate în conformitate cu Regulamentul, legislația națională și practicile de contabilitate naționale relevante; SAU

– unui raport emis de un funcționar public competent și independent, recunoscut de autoritățile naționale relevante ca având capacitatea de control financiar și bugetar asupra entității care a efectuat cheltuielile și care nu a fost implicat în realizarea situațiilor financiare, care certifică faptul că costurile solicitate au fost efectuate conform Regulamentului, legislației naționale și practicilor contabile naționale relevante.

(11) Partenerii de proiect vor asigura accesul neîngrădit al autorităților naționale și internaționale cu atribuții de verificare, control și audit, al Operatorului de Program, al serviciilor Comitetului Mecanismului Financiar, Oficiului Mecanismului Financiar, Consiliului de auditori al AELS, Punctului Național de Contact, Autorității de Certificare, Autorității de Audit, Autorității pentru Nereguli, Consiliului Concurenței, în limitele competențelor care le revin, în cazul în care acestea efectuează verificări/controale/audit la fața locului. Persoanelor care desfășoară audituri sau verificări li se va asigura, la cerere, accesul imediat, complet și nerestricționat la toate informațiile, documentele, persoanele, locurile și facilitățile publice sau private, relevante pentru audit sau verificare, inclusiv accesul la sistemele informatice care au legătură directă cu Proiectul, în termenele stabilite, sub sancțiunea aplicării prevederilor alin. (13) de mai jos.

(12) Partenerii de proiect sunt obligați să se asigure că în contractele/acordurile încheiate cu terțe părți se prevede obligația acestora de a asigura disponibilitatea informațiilor și documentelor referitoare la Proiect cu ocazia misiunilor de control sau de audit efectuate în condițiile alin. (11).

(13) În cazul neîndeplinirii obligațiilor potrivit alin. (11)-(12), Partenerii de proiect au obligația de a restitui Promotorului de Proiect întreaga sumă primită reprezentând sprijin financiar nerambursabil, inclusiv dobânzile aferente, stabilite conform normelor aplicabile privind ajutorul de stat. Suma astfel descrisă, restituită Operatorului de Program de către Promotorul de Proiect conform prevederilor Contractului de Finanțare, va fi rambursată Promotorului de Proiect de către Partenerii de proiect responsabili, în termen de [se completează nr. de zile stabilit de părți pentru restituirea sumelor plătite de Promotorul de proiect Operatorului de Program imputabile partenerilor] zile de la notificarea transmisă de Promotorul de Proiect în acest sens.

rules on the avoidance of conflict of interest as referred to in Articles 7.5 and 8.15 par.(4) of the Regulation and of Chapter II section 2 of GEO 66/2011.

The Parties subject to the public law are required to comply with the provisions of the special legislation on certain measures to ensure transparency in the exercise of public powers and public functions.

In applying procurement procedures, the Project Promotor is required to take all necessary measures to avoid situations likely to give rise to a conflict of interest, according to the legal provisions on procurement.

The Parties undertake to inform each other of any situation giving rise to, or likely to give rise to, a conflict of interest arising during the performance of the Agreement, within a maximum of 5 calendar days of being informed.

Project Promoters and/or project Partners are obliged to take all necessary measures to prevent or halt any situation of the nature of the conflict of interest that could compromise the objective and impartial execution of the Agreement and are responsible for it.

#### Art. 15 Termination of the Agreement

The Agreement shall cease *de jure*:

– at the completion date laid down in article 2.

– at the termination date, for any reason, of the Financing Contract.

The Agreement may terminate by unilateral cancellation/denunciation by the Project Promoter/project Partners, as the case might be. The termination of the Agreement shall only take effect in relation to the project Partner(s) which have been initiated and completed the procedure for unilateral cancellation/denunciation of the Agreement.

*to be completed by the parties with the actual termination/termination procedure, as appropriate*

Other case of cancellation of the Agreement:

*to be completed by the parties*

#### Art. 16 Applicable law and dispute settlement

This Agreement and its interpretation shall be governed by Romanian law.

The Parties shall do everything possible to settle amicably any disagreement or dispute arising regarding the implementation of this Agreement. To that end, they shall communicate their positions in writing, within *to be filled in* days from the arising dispute or the other party's request.

Where the period referred to in par. (2) has expired, or if the attempt to reach an amicable solution has not resulted in an agreement within the period of *to be filled in* days from the first request, either party may notify the other that it considers that the procedure has failed.

18.12.2023

- (14) Partenerii de proiect vor asigura accesul neîngrădit al Promotorului de Proiect la toate documentele și locurile de implementare ale Proiectului, în vederea verificării conformității implementării Proiectului cu Contractul de Finanțare, Acordul, precum și cu Cadrul legal, în termenele stabilite.
- (15) Partenerii de proiect vor asigura vizibilitatea Proiectului și a sprijinului financiar nerambursabil și vor respecta prevederile cuprinse în Regulament, Anexa 3 la Regulament și în Contractul de Finanțare. Partenerii de proiect se obligă să implementeze Planul de comunicare aferent Proiectului (parte a cererii de finanțare), cu respectarea regulilor de identitate vizuală și a celorlalte cerințe prevăzute în Communication and Design Manual EEA and Norway Grants 2014-2021, precum și în Information and Communication Requirements EEA and Norway Grants 2014-2021 (disponibile pe [www.ro-cultura.ro/documente-proiecte](http://www.ro-cultura.ro/documente-proiecte)).
- (16) Partenerii de proiect au dreptul de a solicita Promotorului de Proiect să contacteze Operatorul de Program pentru obținerea oricăror informații sau clarificări necesare unei implementări corecte a activităților care le revin. În această situație, Partenerii de proiect vor transmite Promotorului de Proiect toate informațiile și documentele relevante în susținerea cererii lor.
- (17) Partenerii de proiect vor asigura contribuția proprie ce le revine din costurile eligibile ale Proiectului, dacă este cazul, precum și fondurile necesare implementării Proiectului până la primirea tranșelor aferente sprijinului financiar nerambursabil de la Promotorul de Proiect.
- (18) Partenerii de proiect vor asigura resursele financiare necesare pentru finanțarea tuturor costurilor neeligibile (inclusiv a costurilor conexe) aferente activităților proprii din cadrul Proiectului, precum și pentru acoperirea eventualelor corecții financiare și a dobânzilor aferente, rezultate din implementarea acestora, dacă este cazul.
- (19) Partenerii de proiect vor asigura resursele (umane, materiale, tehnologice etc.) necesare implementării activităților proprii din cadrul Proiectului.
- (20) Partenerii de proiect se vor asigura că nu există identitate de atribuții/sarcini/responsabilități între proprii membri ai echipei de proiect și operatorii economici, în cazul activităților externalizate.
- (21) Partenerii de proiect din Statele Donatoare au obligația de a nu obține pentru sine un avantaj astfel cum este definit la art. 6 lit. i) din Schema de ajutor de stat precum și că orice avantaj obținut de partenerii de proiect din Statele Donatoare ca urmare a implementării Proiectului, precum taxe obținute din vânzarea biletelor la diferite evenimente, taxe percepute pentru participarea la diferite activități organizate de partener etc., trebuie să fie transferat de îndată către PP, sub sancțiunea declarării acelei părți din sprijinul financiar nerambursabil transferată partenerului de proiect ca fiind ajutor de stat utilizat abuziv. OP va recupera de la PP ajutorul de stat utilizat abuziv, în conformitate

~~Where contractual divergences are not resolved amicably, the dispute shall be resolved by the competent courts of Romania.~~

#### Art. 17 Communication

~~For opposability against the Programme Operator, any communication between the parties shall be in writing, by e-mail, fax, courier or registered letter with acknowledgment of receipt to the following addresses:~~

~~For the Project Promoter — to be completed by the parties~~

~~For the Project partner — to be completed by the parties~~

~~Contact persons:~~

~~For the Project Promoter — to be completed by the parties~~

~~For the Project partner — to be completed by the parties~~

#### Art. 18 Other provisions

~~The parties may include any other provisions which they deem necessary, including in addition to the predefined articles in the standard format. The provisions added cannot derogate from the provisions of the legal framework applicable to the EEAFM, compulsory European and national legislation and the Project Contract. Examples of provisions that may be added by the parties: rights and responsibilities of the parties, description of the method of recovering the grant transferred by the Project Promoter to the partners, when the situation requires it, etc.~~

#### Art. 19 Final provisions

~~In the context of the Agreement, except where the context requires otherwise or an express contrary provision:~~

~~the words indicating the singular include the plural and the words indicating the plural include the singular;~~

~~the words indicating a genre include all genres;~~

~~the term "day" means a calendar day;~~

~~when the deadline is set on months, it begins to run on the first day of the month and ends on the last day of the last month;~~

~~when the deadline is set on days, the calculation is made on days off, the first and last days being disregarded. When the last day of the deadline is met on a non-working day, the deadline is extended until the first working day immediately following;~~

~~This Agreement has been concluded in [to be filled in by the parties] original copies, today, [to be filled in by the parties] in Romanian or Romanian and English language, as appropriate.~~

**APPENDIX 1**  
Partnership Agreement no. /

- (22) cu prevederile OUG nr. 77/2014 și ale Normelor metodologice privind stoparea/recuperarea ajutorului de stat/de minimis. Promotorul de Proiect are un drept de regres împotriva Partenerilor de proiect conform dreptului comun. Partenerii de proiect vor lua toate măsurile necesare pentru prevenirea, constatarea și sancționarea neregulilor apărute în obținerea și utilizarea sprijinului financiar nerambursabil și vor informa de îndată Promotorul de Proiect cu privire la orice suspiciune sau situație de neregulă sau fraudă.
- (23) Partenerii de proiect au obligația de a restitui Promotorului de Proiect sumele primite în avans din sprijinul financiar nerambursabil și neutilizate, nejustificate sau nejustificate corespunzător, sumele declarate de Operatorul de Program ca fiind neeligibile, sumele rezultate din nereguli/ fraude, precum și sumele provenite din reduceri procentuale/corecții financiare aplicate ca urmare a nerespectării prevederilor Cadrului legal, ale legislației europene sau naționale, ale Contractului de Finanțare sau ale Acordului, după caz. Sumele astfel descrise, restituite Operatorului de Program de către Promotorul de Proiect conform prevederilor Contractului de Finanțare, cu dobânzile aferente, vor fi restituite Promotorului de Proiect de Partenerii de proiect responsabili în termen de [se completează nr. de zile stabilit de părți pentru restituirea sumelor plătite de Promotorul de Proiect Operatorului de Program imputabile partenerilor] zile de la notificarea transmisă de Promotorul de Proiect în acest sens.
- (24) Partenerii de proiect își asumă obligația de a realiza prelucrarea datelor cu caracter personal, în contextul implementării Proiectului, în conformitate cu prevederile Regulamentului UE nr. 679 din 2016 privind protecția persoanelor fizice în ceea ce privește prelucrarea datelor cu caracter personal și privind libera circulație a acestor date și de abrogare a Directivei 95/46/CE (Regulamentul general privind protecția datelor) și cu legislația internă aplicabilă. Partenerii se vor asigura că dețin consimțământul explicit al membrilor grupurilor țintă/beneficiarilor finali cu privire la prelucrarea datelor cu caracter personal, inclusiv în ceea ce privește apartenența la etnia romă, unde este cazul.
- (25) Partenerii de proiect au orice alte obligații rezultate din Contractul de Finanțare și Cadrul legal.

#### Art. 8. Proprietatea și folosința rezultatelor

- (1) Orice rezultate și/sau drepturi legate de acestea, inclusiv drepturi de autor și/sau orice alte drepturi de proprietate intelectuală și/sau industrială obținute în executarea sau ca urmare a executării Contractului de Finanțare vor fi proprietatea Promotorului de Proiect sau a Partenerilor de proiect și se vor stabili de către Părți la finalul perioadei de implementare.

| Organization | Activity/<br>sub-<br>activity<br>according<br>to AF<br>(number<br>and title) | Results<br>(outputs and<br>outcomes) and<br>indicators<br>according to AF | Roles and<br>responsibilities |
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| Pp           |                                                                              |                                                                           |                               |
| Pp 1         |                                                                              |                                                                           |                               |
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| Pp „n”       |                                                                              |                                                                           |                               |

#### ADDENDUM no. 2 to the

#### PARTNERSHIP AGREEMENT

for the Implementation of the implementation of the “CALL03-47 Project”, from the State Aid Scheme for Restoring and Revitalizing the Historical Monuments, funded within under EEA Financial Mechanism 2014-2021 – RO-CULTURE Programme

#### The Parties

1. <Territorial-administrative unit, Dambovita County>, legal entity, located in <Romania, Dambovita County, Targoviste municipality, Piata Tricolorului no. 1, phone / fax no. +40 245 207 600 / +40 245 212 230, e-mail: consjdb@cid.ro, tax identification number 4280205>, legally represented by <Corneliu Stefan> as in the available identity documents, hereinafter referred to as the “Project Promoter” and beneficiary of the state aid

2. <Eurotrainer Association>, legal entity, located in <Romania, Bucharest, Bld. Lacul Tei nr. 123, bl. 4, sc. D, ap. 160, sector 2>, phone / fax no. <+40 723 245570> e-mail: <office@eurotrainer.ro>, tax identification number <19259341>, legally represented by <Manuela Lavinia Toma>, as in the available identity documents, hereinafter referred to as the “Project Partner 1” and beneficiary of the state aid

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- (2) Promotorul de Proiect și/sau Partenerii de proiect acordă Operatorului de Program, Punctului Național de Contact, Comitetului Mecanismului Financiar, Oficiului Mecanismului Financiar și Partenerilor de Program cesiunea neexclusivă cu titlu gratuit, pe termen nelimitat și pentru toate teritoriile în care urmează a fi diseminate rezultatele Proiectului și ale Programului a drepturilor menționate la alineatul anterior. Cesiunea acoperă toate modalitățile de utilizare pentru promovarea Proiectului, a Programului și comunicarea publică a rezultatelor acestora, în condițiile prevăzute în Contractul de Finanțare. Cesionarii au dreptul de a utiliza în mod liber și după cum consideră necesar, inclusiv de a edita, modifica, traduce, afișa, reproduce prin orice procedură tehnică, publica sau comunica pe orice suport, toate documentele/ materialele care derivă din Proiect, indiferent de forma lor, cu condiția să nu încalce drepturile existente în materie de proprietate industrială și intelectuală.
- (3) Partenerii de proiect se vor asigura că dețin toate drepturile de a folosi orice drept de proprietate intelectuală/industrială preexistent necesar implementării și sustenabilității Proiectului.
- (4) Partenerii de proiect acordă Promotorului de Proiect cesiunea neexclusivă cu titlu gratuit, pe termen nelimitat și pentru toate teritoriile în care urmează a fi diseminate rezultatele Proiectului și ale Programului a drepturilor de proprietate intelectuală pentru acele drepturi pe care fiecare dintre Partenerii le deține dinainte de începerea Proiectului, pentru acele modalități de utilizare necesare realizării Proiectului și pentru diseminarea rezultatelor Proiectului și ale Programului.
- (5) Partenerii de proiect acordă Promotorului de Proiect cesiunea neexclusivă cu titlu gratuit, pe termen nelimitat și pentru toate teritoriile în care urmează a fi diseminate rezultatele Proiectului și ale Programului a drepturilor de proprietate intelectuală pentru ceea ce se realizează în cadrul Proiectului, pentru acele modalități de utilizare necesare realizării Proiectului și pentru diseminarea rezultatelor Proiectului și ale Programului.
- (6) În situația în care în imaginile foto și/sau video apar persoane fizice identificabile, Partenerii de proiect vor face dovada deținerii consimțământului valabil obținut al acestora pentru utilizarea acelor materiale. Această obligație nu se aplică atunci când imaginile sunt preluate în spații publice, în condițiile permise de lege.
- (7) Dreptul de proprietate asupra activelor corporale și necorporale achiziționate din bugetul Proiectului aparține Promotorului de Proiect. Promotorul de Proiect poate acorda dreptul de utilizare a activelor corporale și necorporale partenerilor de proiect, exclusiv în interesul implementării Proiectului sau asigurării sustenabilității acestuia la finalul perioadei de implementare.

3. <HORTEN MARSJKLUUB>, legal entity, located in <Norway, H.B. Haraldsensgt. 29B, 3188, Horten>, phone / fax no. <+4792494963> e-mail: <kjell.hagberg@sf-nett.no>, tax identification number <885051472>, legally represented by <Kjell Hagberg>, as in the available identity documents, hereinafter referred to as the "Project Partner 2".

Hereinafter individually referred to as "Party" and collectively referred to as "Parties".

whereas the legal framework applicable of the EEA Financial Mechanism 2014-2021, as settled by art. 1.5 of the Implementation regulations of EEA Financial Mechanism 2014-2021, as well as the provisions of art. 2 paragraph (1) of the Financing Agreement (hereinafter referred to as the "Legal framework") related to the Project code CALL03-47, which will be concluded between the Programme Operator and the Project Promoter (hereinafter referred to as the "Financing Contract"), and in accordance with Art. 10. Amendment of the partnership agreement,

have agreed to conclude this ADDENDUM no.2 to the Partnership Agreement (hereinafter referred to as the "Agreement"), underwith the following terms and conditions:

Art. 1. – We approve the amendment and completion of art. 4, paragraph 1-3 of the partnership agreement as follows:

#### Art. 4 – Financial aspects and expenditure eligibility of expenditure

- (1) (1) The total value of the Project is aof maximum of <23.972.786,94 21.790.929,67> lei <twenty one million twoseven hundred and and ninenighty thousand nine hundred and seventythree point twenty nine commaspoint thirtyfoursixty seventhree million nine hundred seventy two thousand and seven hundred eighty six point ninety four>, the equivalent of <4.872.913.844.429.410.86> Euro <four million four hundred and twenty nine thousand and twofour hundred and twenty six point eighty sixeight hundred seventy two thousand and nine hundred thirteen point eighty four> in in accordance with the month of the InforEuro exchange in the month of signing the Financing Contract (1 Euro = 4,84889196 lei).
- (2) (2) The Project total eligible value of the Project is aof maximum of <11.502.789.809.569320.698932.6453> lei <eleven million, five hundred two thousand seven hundred eighty ninenine million fivethree hundred and twenty thousand and sixty six nine hundred and sixty eighththirty two points sixfifty

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18.12.2023

Anexa 1 la hot nr. r. 873-/

#### Art. 9. Cesiunea Acordului

Acordul, precum și toate drepturile și obligațiile decurgând din executarea acestuia, nu pot face obiectul cesiunii totale sau parțiale, novației, subrogației sau al oricărui alt mecanism de transmisiune și/sau transformare a obligațiilor și drepturilor din Acord de către Părți, cu excepția situațiilor prevăzute la art. 10 alin. (3) și alin. (4) din prezentul Acord.

#### Art. 10. Modificarea Acordului

- (1) Pe durata prezentului Acord, Părțile au dreptul să convină asupra modificării anumitor clauze, oricând interesele lor cer acest lucru sau când aceste circumstanțe au loc și nu au putut fi prevăzute în momentul în care s-a încheiat prezentul Acord.
- (2) Orice modificare a Acordului sau a anexelor acestuia se face în scris, prin încheierea unui act adițional de către Părți, fără a aduce atingere prevederilor Contractului de Finanțare.
- (3) Modificarea Acordului prin înlocuirea Partenerului/Partenerilor de proiect este permisă cu aprobarea prealabilă scrisă a Operatorului de Program. Operatorul de Program are dreptul de a respinge justificat o astfel de solicitare.
- (4) Modificarea Acordului prin eliminarea unuia sau tuturor Partenerilor de proiect și preluarea, de către Promotorul de Proiect sau ceilalți Parteneri, după caz, a tuturor obligațiilor asumate de către Partenerul/Partenerii de proiect renunțatori prin Acord este permisă doar cu aprobarea prealabilă scrisă a Operatorului de Program. Operatorul de Program are dreptul de a respinge justificat o astfel de solicitare.
- (5) Modificările cu privire la conținutul cererii de finanțare se realizează cu respectarea prevederilor Contractului de Finanțare incidente.
- (6) Următoarele tipuri de modificări se pot realiza sub forma unei simple informări a celeilalte Părți: schimbarea adresei, schimbarea sediului social sau datelor de contact, schimbarea persoanei de contact, schimbarea conturilor speciale ale Proiectului, înlocuirea reprezentantului legal, [se completează cu alte situații de către părți, dacă este cazul, fără a aduce atingere prevederilor Contractului de finanțare].

#### Art. 11 Suspendarea Acordului și a plăților

fourthree point eighty>, the equivalent of <2.338.155.501.963894.095652.64522 Euro <two million, three hundred thirty eight thousand one hundred fifty five million nineeight hundred and ninty four thousand six hundred and fifty two point fifty two point fifty> in accordance with the InforEuro exchange in the month of signing the Financing Contract (1 Euro = 4.9196 lei)= <1 Euro = 4.8748 lei> lei, of which:

a) The value amount of the non-reimbursable financial support is maximum <9.202.231.857.655456.75846.9102> lei <severnine million sixfourtwo hundred and sixfifty fivesixtwo thousand seven two hundred and seventeen sixteenfour sixthirty one eighth point ninety onezero twoeighty five> - the equivalent of <1.870.524.401.57015.476722.5104> Euro - <one million fiveeight hundred sevenand fifteenseventy thousand sevenfive hundred and twenty fourtwo point zero onefourty> representing a financing rate of <80>% of the total eligible value of the Project

b) The value of the Project Promoter's own contribution is at least <2.300.557.951.913864.939186.7351> lei <onetwo million nineeightthree hundred and thirteensixty four thousand nineteenonefive hundred and eighty siffty seven point fifty oneninetly five seventy nine points seventy three> the equivalent of <467.631.1039278.619930.1350> Euro <value in letters threefour hundred and seventyxty eightseven thousand ninesix hundred and thirty one point fiftyten> representing a financing rate of <20>% of the total eligible value of the Project

representing a financing rate <value in percentage> % of the total eligible value of the Project.

(3) The distributionsplit of the Project budget between the Project Promoter and the Project Ppartners, according to the Project's budget, which is - an integral part of the Application Fform, is summarized in the table below:

IN LEI:

| Organi zation <sup>9</sup> | 1.Total value of non-reimbursable financial support (LEI) | 2.Own contribution value (LEI) | 3.Total eligible value of Project (LEI) | 4.Non-eligible value (LEI) | 5.Project total value (LEI) |
|----------------------------|-----------------------------------------------------------|--------------------------------|-----------------------------------------|----------------------------|-----------------------------|
| PP                         | 8.917.165.187.171.679.35                                  | 2.300.557.95                   | 11.217.723.138.836.865.86               | 12.469.997.14              | 23.687.723.27               |
|                            |                                                           | 1.864.186.51                   |                                         | 12.469.997.14              | 21.505.863.90               |

<sup>9</sup> Name and reference to the statute of state aid beneficiary, if the case may be (only PP or project partner from Romania).

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(1) ~~Acordul este suspendat:~~

- ~~de drept, la data suspendării Contractului de Finanțare;~~
- ~~de către oricare dintre Părți în caz de forță majoră, cu aplicarea corespunzătoare a prevederilor Contractului de Finanțare.~~

- (2) ~~Suspendarea produce efecte până la încetarea cauzei care a generat-o. Perioada de implementare a Proiectului va fi extinsă cu o perioadă de timp echivalentă cu durata suspendării în condițiile stabilite prin Contractul de Finanțare.~~
- (3) ~~Efectuarea plăților poate fi suspendată unilateral de către Promotorul de Proiect ca o consecință a suspendării unilaterale a acestora dispusă de către Operatorul de Program în cazurile și condițiile prevăzute de Contractul de Finanțare. Efectuarea plăților va fi reluată la data încetării cauzei de suspendare a acestora.~~

**Art. 12 Prevenirea, constatarea și sancționarea neregulilor**

- (1) ~~În accepțiunea Acordului, termenul „neregulă” are înțelesul dat în art. 12.2 din Regulament și în Ordonanța de Urgență nr. 66/2011.~~
- (2) ~~Se vor aplica întocmai prevederile Contractului de Finanțare în materia prevenirii, constatării și sancționării neregulilor.~~

**Art. 13 Răspundere contractuală, penalități, daune interese**

- (1) ~~Promotorul de Proiect și/sau Partenerii de proiect vor răspunde în mod individual și exclusiv față de terți pentru prejudicii sau vătămări de orice fel suferite de aceștia în timpul, ca urmare sau în legătură cu executarea Acordului sau a Contractului de Finanțare și/sau cu implementarea și susținabilitatea Proiectului. În sensul prezentului alineat, angajații Promotorului de Proiect sau ai Partenerilor de proiect sunt considerați terți.~~

|               |                             |                           |                             |               |                                        |
|---------------|-----------------------------|---------------------------|-----------------------------|---------------|----------------------------------------|
| PP 1          | 254.587.9526<br>4.587.95    | 0.00                      | 254.587.95                  | 0.00          | 254.587.95                             |
| PP 2          | 30.478.7230.4<br>78.72      | 0.00                      | 30.478.72                   | 0.00          | 30.478.72                              |
| Total project | 9.202.231.857<br>456.746.02 | 2.300.557.9<br>51.864.186 | 1+2=3:<br>11.502.789.8<br>0 | 12.469.997.14 | 3+4=<br>23.972.786.94<br>21.790.929.07 |

**JN-EURO:**

| Organizati    | 1.Total value of non-reimbursable financial support (EUR) | 2.Own contribution value (EUR) | 3.Total eligible value of Project (EUR) | 4.Non-eligible value (EUR) | 5.Project total value (EUR)            |
|---------------|-----------------------------------------------------------|--------------------------------|-----------------------------------------|----------------------------|----------------------------------------|
| PP            | 1.812.579.30<br>1.457.776.95                              | 467.631.103<br>78.930.50       | 2.280.210.401.836<br>707.42             | 2.534.758.34               | 4.814.966.24<br>4.371.466.96           |
| PP 1          | 51.749.73                                                 | 0.00                           | 51.749.73                               | 0.00                       | 51.749.73                              |
| PP 2          | 6.195.37                                                  | 0.00                           | 6.195.37                                | 0.00                       | 6.195.37                               |
| Total project | 1.870.524.404<br>515.722.01                               | 467.631.10<br>378.930.5        | 1+2=3:<br>2.338.155.501.8<br>94.652.51  | 2.534.758.34               | 3+4=5:<br>4.872.913.32<br>4.429.416.81 |

~~Art. 2- The Project budget constitutes the Annex to this additional act no. 2 to the Partnership Agreement.~~

~~Art. 3 - When drawing up the budget, the values, the chapters and the standard lines within them remain unchanged for the partners.~~

~~Art. 4. - The other provisions of the partnership agreement remain unchanged.~~

~~This addendum no. 2 to the Partnership Agreement has been concluded in 3 copies today, ..... in the Romanian language and the English language, as appropriate.~~

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<sup>10</sup> Name and reference to the statute of state aid beneficiary, if the case may be (only PP or project partner from Romania).

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- (2) Operatorul de Program nu poate fi tras la răspundere, sub niciun motiv și în niciun fel de circumstanțe, pentru prejudicii sau vătămări, patrimoniale sau nepatrimoniale, suferite de Promotorul de Proiect, Partenerii de proiect sau terți în timpul sau ca o consecință a executării Contractului de Finanțare sau prezentului Acord și/sau a implementării/sustenabilității Proiectului.
- (3) Promotorul de Proiect și/sau Partenerii de proiect sunt responsabili pentru prejudiciile cauzate terților.
- (4) [se completează cu alte situații de către părți (e.g. regimul daunelor interese datorate în caz de neexecutare culpabilă a Acordului), dacă este cazul, fără a aduce atingere prevederilor Contractului de finanțare].

#### Art. 14 Conflictul de interese

- (1) Părțile se obligă să ia toate măsurile în vederea respectării regulilor privind evitarea conflictului de interese, astfel cum sunt menționate la art. 7.5 și 8.15 alin. (4) din Regulament și cap. II sect. 2 din OUG nr. 66/2011.
- (2) Părțile din categoria subiecților de drept public au obligația de a respecta prevederile legislației speciale privind unele măsuri pentru asigurarea transparenței în exercitarea demnităților publice și a funcțiilor publice.
- (3) În aplicarea procedurilor de achiziție, Promotorul de Proiect are obligația de a lua toate măsurile necesare pentru a evita situațiile de natură să determine apariția unui conflict de interese, conform prevederilor legale în materia achizițiilor.
- (4) Părțile se obligă să se informeze reciproc în legătură cu orice situație care dă naștere sau este posibil să dea naștere unui conflict de interese, apărută în timpul executării Contractului, în termen de maximum 5 zile calendaristice de la luarea la cunoștință.
- (5) Promotorii de Proiect și/sau partenerii de proiect sunt obligați să ia toate măsurile necesare pentru a preveni ori stopa orice situație de natură conflictului de interese care ar putea compromite executarea obiectivă și imparțială a Acordului și răspund pentru aceasta.

#### Art. 15 Încetarea și rezilierea Acordului

- (1) Acordul încetează de drept:

— la data împlinirii termenului prevăzut la art. 2;

| <u>Institution</u>                               | <u>Legal representative</u> | <u>Occupation</u> |
|--------------------------------------------------|-----------------------------|-------------------|
| TERRITORIAL ADMINISTRATIVE UNIT DÂMBOVITA COUNTY | Corneliu ȘTEFAN             | President         |
| EUROTRAINER ASSOCIATION                          | Manuela Lavinia TOMA        | President         |
| HORTEN MARSJKLUUB                                | Kjell HAGBERG               | President         |

**PARTNERSHIP AGREEMENT**  
for the implementation of the Project code "....."  
from the state aid scheme for restoration and revitalization of istorical monuments funded under EEA Financial Mechanism 2014-2021 – RO-CULTURE Programme

#### Parties

1. <Full name of the organization>, legal entity, located in <full address, including the country>, phone/fax no. <the organization's phone/fax number(s)>, e-mail: <the organization's e-mail address>, tax identification number <the organization's tax identification number>, legally represented by <full name of the legal representative, as mentioned in his/her valid identity documents>, hereinafter referred to as the "Project Promoter" and beneficiary of the state aid

2. <Full name of the organization>, legal entity, located in <full address, including the country>, phone/fax no. <the organization's phone/fax number(s)>, e-mail: <the organization's e-mail address>, tax identification number <the organization's tax

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— la data încetării, din orice motiv, a Contractului de Finanțare.

(2) Acordul poate înceta prin reziliere/denunțare unilaterală de către Promotorul de Proiect/Partenerii de proiect, după caz. Încetarea Acordului produce efecte numai în raport cu Partenerul/Partenerii de proiect care/față de care s-a inițiat și finalizat procedura rezilierii/denunțării unilaterale a Acordului.

[se completează de către părți cu procedura concretă de reziliere/denunțare, după caz].

(3) Alte cazuri de reziliere a Contractului:

[se completează de către părți]

#### Art. 16 Legea aplicabilă și soluționarea litigiilor

- (1) Legea care guvernează Acordul și în conformitate cu care este interpretat este legea română.
- (2) Părțile vor depune toate eforturile pentru a rezolva pe cale amiabilă orice neînțelegere sau dispută care poate apărea între ele în legătură cu îndeplinirea Acordului. În acest scop, părțile își vor comunica punctul de vedere în scris, în termen de <se completează> zile de la apariția disputei sau de la solicitarea celeilalte părți.
- (3) În cazul în care termenul menționat la alin. (2) a expirat sau dacă încercarea de a ajunge la o soluție pe cale amiabilă nu a dus la un acord în termen de <se completează> zile de la prima solicitare, oricare dintre Părți poate notifica celeilalte faptul că ea consideră că procedura a eșuat.
- (4) În cazul în care nu se soluționează amiabil divergențele contractuale, litigiul va fi soluționat de către instanțele competente din România.

#### Art. 17 Comunicări

- (1) Pentru a fi opozabilă Operatorului de Program, orice comunicare între Părți se va face în scris prin e-mail, fax, curier sau scrisoare recomandată cu confirmare de primire la următoarele adrese:

identification number/ unique registration number/ equivalent code from the country of origin>, legally represented by <full name of the legal representative, as mentioned in his/her valid identity documents>, hereinafter referred to as the "Project partner 1" and beneficiary of the state aid<sup>1</sup>.

3. <insert separate rows depending according to the number of partners; the above information shall be resumed for each additional partner, which shall be numbered distinctly>

Hereinafter individually referred to as "Party" and collectively referred to as "Parties", Whereas the legal framework applicable of the EEA Financial Mechanism 2014-2021, as settled by art. 1.6 of the Regulation on the implementation of EEA Financial Mechanism 2014-2021 as well as the provisions of art. 2 paragraph (1) of the Financing Agreement (hereinafter referred to as the "Legal framework") related to the Project code [ ] to be concluded between the Programme Operator and the Project Promoter (herein after referred to as the "Financing Contract"). Have agreed to conclude this Partnership Agreement (hereinafter referred to as the "Agreement"), under the following terms and conditions:

#### Art. 1 – Subject of the Agreement

(1) The subject of the Agreement is the set up of a partnership in order to implement the Project code <project code> (hereinafter referred to as the "Project"), funded under the state aid Scheme for restoration and revitalization of historical monuments under EEA Financial Mechanism 2014-2021 RO CULTURE Programme, according to the provisions of the Financing Contract.

(2) By concluding the Agreement, the Parties expressly acknowledge to have access to, to be familiar with, to accept and to understand the content of the Legal Framework and of the Financing Contract transmitted in final format by the Project Promoter to all Project Partners prior to the signature of this Agreement.

(3) The parties undertake to use the non-reimbursable financial support exclusively in compliance with the terms and conditions of the Financing Contract, of the Agreement and of the Legal framework.

(4) The Project Promoter and the Romanian project Partner are beneficiaries of the de state aid granted as non-reimbursable financial support within the State aid Scheme for restoration and revitalization of historical monuments under the RO-CULTURE Program, under the EEA Financial Mechanism 2014-2021.

(5) The Agreement is an integral part of the Financing Contract and is supplemented by its provisions. Any reference to the Financing Contract also refers to its Annexes.

(6) In case of discrepancies between the Agreement and the Financing Contract, the later shall prevail.

(7) Any annex to the Agreement forms an integral part thereof. In case of discrepancies between the annexes and the Agreement, the later shall prevail.

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— pentru Promotorul de Proiect: — [se completează de către părți]

— pentru Partenerul de proiect: — [se completează de către părți]

(2) — Persoane de contact:

— pentru Promotorul de Proiect: — [se completează de către părți]

— pentru Partenerul de proiect: — [se completează de către părți]

**Art. 18. Alte prevederi**

[Părțile pot include orice alte prevederi pe care le consideră necesare, inclusiv în completarea articolelor predefinite în formatul standard. Prin dispozițiile adăugate, nu se poate deroga de la prevederile cadrului legal aplicabil MFSEE, legislației europene și naționale obligatorii și Contractului de finanțare. Exemple de prevederi care pot fi adăugate de părți: drepturi și responsabilități ale părților, cazurile de reziliere/denunțare a Acordului cu specificarea procedurii și consecințelor, detalierea modalității de recuperare a sprijinului financiar nerambursabil transferat de Promotorul de Proiect partenerilor, atunci când situația o impune, etc.]

**Art. 19. Dispoziții finale**

(1) — În cadrul Acordului, cu excepția situațiilor când contextul cere altfel sau a unei prevederi exprese contrare:

— cuvintele care indică singularul includ și pluralul, iar cuvintele care indică pluralul includ și singularul;

— cuvintele care indică un gen includ toate genurile;

— termenul „zi” reprezintă zi calendaristică;

— atunci când termenul este stabilit pe luni, acesta începe să curgă în prima zi a lunii și se împlinște în ultima zi a ultimei luni;

— atunci când termenul este stabilit pe zile, calculul se face pe zile libere, prima și ultima zi nefiind luate în considerare. Atunci când ultima zi a termenului se împlinște într-o zi nelucrătoare, termenul se prorogă până la prima zi lucrătoare imediat următoare.

#### Art. 2 — Duration of the Agreement

- (1) The Agreement enters into force and take effect on the same date as the Financing Contract and the validity period shall end three years after the approval of the final report of RO-CULTURE Program by the Financial Mechanism Committee, or 5 years after the approval of the final Project report by the Programme Operator, whichever is later.
- (2) The fulfilment of the period from para. (1) shall not exempt the Project Promoter, the Project partners or their representatives from complying with the obligations resulting from the application of the Financing Contract, of the Agreement and of the Legal framework.

#### Art. 3 — Roles and responsibilities of each organization involved in the partnership

- (1) The Parties shall contribute to the implementation and sustainability of the Project in the modalities specified in the updated Application form, annex to the Financing Contract, in compliance with the provisions of the Financing Contract, of the Agreement and of the Legal framework.
- (2) The Project partners authorize the Project Promoter to represent them in relation with the Programme Operator in the context of Project implementation.
- (3) The Parties undertake to take the necessary measures to fulfil the obligations and objectives resulting from the Financing Contract and from the Agreement, to fulfil their obligations with efficiency, transparency and diligence and to implement the activities of the Project in compliance with the highest professional and ethical standards.
- (4) The Parties undertake to inform each other of all the aspects of interest in the light of the partnership, the implementation of the activities and sustainability of the Project.
- (5) The roles and responsibilities of the Parties concerning the implementation of the Project's activities, as described in the Application form, are mentioned in Appendix 1 to this Agreement.

#### Art. 4 — Financial aspects and eligibility of expenditure

- (1) The total value of the Project is maximum <the value in figures> Lei <the value in letters>, equivalent of <the value in figures> Euro <the value in letters>, calculated at the InforEuro exchange rate from the month when the Financing Contract is signed (1 Euro=<the value in figures> Lei).
- (2) The total eligible value of the Project is maximum <the value in figures> Lei <the value in letters>, equivalent of <the value in figures> Euro <the value in letters>, calculated at the InforEuro exchange rate from the month when the Project Contract is signed (1 Euro=<the value in figures> Lei), of which:
  - a) The value of the non-reimbursable financial support is maximum <the value in figures> Lei <the value in letters>, equivalent of <the value in figures> Euro <the value in letters>, representing a funding rate of <the value in percent>% of the total eligible value of the Project;
  - b) The value of the PP and/or project partners own contribution is maximum <the value in figures> Lei <the value in letters>, equivalent of <the value in figures>

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Anexa 1 la hot nr.r.873-/

Prezentul Acord de parteneriat a fost încheiat în <se completează> exemplare originale, astăzi, <se completează> în limba română/engleză, după caz.

Anexa 1

La Acordul de Parteneriat nr. /

| Organizație | Activitate/<br>sub-<br>activitate<br>conform CF<br>(număr și<br>denumire) | Rezultate (directe și<br>indirecte) și<br>indicatori asociați<br>conform CF | Roluri și<br>responsabilități |
|-------------|---------------------------------------------------------------------------|-----------------------------------------------------------------------------|-------------------------------|
| PP          |                                                                           |                                                                             |                               |
| Pp 1        |                                                                           |                                                                             |                               |
|             |                                                                           |                                                                             |                               |
| Pp „n”      |                                                                           |                                                                             |                               |

Euro <the value in letters>, representing a funding rate of <the value in percent>% of the total eligible value of the Project.

The distribution of the Project budget between the Project Promoter and the Project partners, according to the Project's budget – an integral part of the Application form, is summarized in the table below:

IN LEI:

| Organization | Total value of non-reimbursable financial support (LEI) | Value of the own contribution (LEI) | Total eligible value of the Project (LEI) | Ineligible value (LEI) | Total value of the Project (LEI) |
|--------------|---------------------------------------------------------|-------------------------------------|-------------------------------------------|------------------------|----------------------------------|
| PP           |                                                         |                                     |                                           |                        |                                  |
| Pp 1         |                                                         |                                     |                                           |                        |                                  |
|              |                                                         |                                     |                                           |                        |                                  |
| Pp „n”       |                                                         |                                     |                                           |                        |                                  |

IN EURO:

| Organization | Total value of non-reimbursable financial support (EUR) | Value of the own contribution (EUR) | Total eligible value of the Project (EUR) | Ineligible value (EUR) | Total value of the Project (EUR) |
|--------------|---------------------------------------------------------|-------------------------------------|-------------------------------------------|------------------------|----------------------------------|
| PP           |                                                         |                                     |                                           |                        |                                  |
| Pp 1         |                                                         |                                     |                                           |                        |                                  |
|              |                                                         |                                     |                                           |                        |                                  |
| Pp „n”       |                                                         |                                     |                                           |                        |                                  |

(3) The individual budget of the Project Promoter and each Project partner constitutes Annexes 2, 3 ... to the Agreement.

(4) The expenditure incurred by the project Partners must comply with the Legal framework, principles, rules and general and specific conditions regarding the eligibility of

<sup>41</sup> Name and reference to the statute of state aid beneficiary, if the case may be (only PP or project partner from Romania).

<sup>42</sup> Name and reference to the statute of state aid beneficiary, if the case may be (only PP or project partner from Romania).

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expenditure included in the Regulation on the implementation of the EEA Financial Mechanism 2014-2021 and the Financing Contract.

(5) For all types of expenditure included in the budget (with the exception of indirect costs) it will be taken into account that justifying expenses must be based on supporting documents (evidence of market prospecting, offers, similar contracts or any other supporting documents considered useful). The costs will be realistically estimated and their need must be justified in relation to the activities to be carried out and their complexity. They must be reasonable and in line with market prices.

(6) The same category of expenditure as for the Project Promoter is eligible for project Partners in Romania, with the exception of indirect expenditure, monument restoration, expenditure and project audit, which can only be carried out by the project Promoter.

(7) Only the following types of expenditure will be eligible for project Partners in the donor States:

- personnel costs, representing the wages and salaries involved and other legal costs, provided that they correspond to the project partner's usual policy on remuneration;
- staff travel expenses;
- expenses for experts' fees;
- expenditure on consumables and inventory items;
- expenditure on rental services related to the activities of the monument revitalization;
- expenditure on audit services.

(8) The audit report for partners in the donor States must be drawn up in accordance with the provisions of Article 8.12.4 of the Regulation, namely:

- A report drawn up by an independent auditor qualified to carry out statutory audits of accounting documents certifying that the expenditure claimed is incurred in accordance with the relevant national Regulation, national law and accounting practices; OR
- A report issued by a competent and independent public official, Recognized by the relevant national authorities as having the capacity to control the entity that made the expenditure and was not involved in the preparation of the financial statements, which certifies that the required costs were incurred in accordance with relevant national accounting Regulation, legislation and practice.

(9) In case the Project partner is not a VAT payer (does not recover VAT), the non-recoverable VAT expense is eligible under the Project. If the Project partner can recover the VAT, it is considered an ineligible expense within the Project. If the VAT can only be partially deducted, only the non-recoverable part is eligible.

(10) In case of change of the state of non-VAT during the implementation of the project, the declarations regarding the non-deductibility of VAT related to the expenses incurred during the project will be attached to the financial reports and the new calculation method will be followed.

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(11) ~~As far as the travel expenses are concerned, they will be budgeted and settled only on lump sums, according to the Order of the Minister of Culture and National Identity no. 2238/08.04.2019. Settlement/budgeting will not be accepted based on the actual cost method.~~

(12) ~~The following types of expenses are not eligible:~~

- ~~Any expenditure incurred before the entry into force of the Financing Contract for the activities specified in the Project;~~
  - ~~The cost of purchasing real estate and unbuilt land;~~
  - ~~Interest on debts, debt service charges and interest on arrears;~~
  - ~~Expenditure relating to financial transactions and other purely financial costs, with the exception of financial services provided for in the Financing Contract;~~
  - ~~Provisions for future losses or liabilities;~~
  - ~~Foreign exchange losses;~~
  - ~~Recoverable VAT;~~
  - ~~Costs which are covered by other sources;~~
  - ~~Fines, penalties and litigation costs;~~
  - ~~excessive and imprudent expenditure;~~
- ~~ineligible expenditure will be fully borne by PP or project partners.~~

(13) ~~The Project partners will not incur other types of expenses except those mentioned in par. (7) and par. (8) above, under the sanction of declaring them as ineligible.~~

~~Art. 5. — Transfer of funds to project partners~~

(1) ~~In compliance with the provisions of the Agreement, the Financing Contract, the GEO no. 34/2017 as well its Implementing Rules, the Project Promoter transfers the amounts representing the non-reimbursable financial support collected from the Programme Operator into the accounts of the Project Partners, within 10 working days from the date of the collection.~~

(2) ~~For Project partners fiscally registered in Romania, the payments are made in lei, and for the Partners from the Donor States, the payments are made in Euro. In the latter situation, the clearance of expenditure by Programme Operator will take place at the InforEuro exchange rate of the month in which the payments are made.~~

(3) ~~Transfers made by the Project Promoter to the Project partners shall be made either on the basis of the pre-financing model, in the form of an advance and/or interim payments/final payment, or on the basis of the reimbursement model, in compliance with the provisions of the Financing Contract, of the GEO no. 34/2017 and of Implementing Rules. The advance will be paid based on the advance request made by the Project Promoter in the electronic system.~~

(4) ~~The payments to the Project partners to be performed by the Project Promoter are subject to the approval of the intermediate progress report / final report by the Programme Operator, taking into account the results of the authorization of the expenses justified by the Project Promoter/Project partners for the reported period.~~

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- (5) ~~In order to determine the amount to be transferred by the Project Promoter as an advance or pre-financing, the project Partners have the obligation to correctly and realistically estimate the necessary amounts to be requested.~~
- (6) ~~In order to manage the non-reimbursable financial support and its own contribution, if any, Project partners from Romania shall open special accounts for the project in the State Treasury system or at commercial banks, as appropriate, under the conditions established by GEO no. 34/2017 and its Implementing Rules.~~
- (7) ~~The transfers shall be made by the Project Promoter into the accounts opened by the Project partners according to the provisions of par. (6) and communicated the Project Promoter by bank statement or address issued by the bank, as the case may be.~~
- (8) ~~The Project Promoter has the obligation to send a written notification regarding the transfer to both project Partners and Programme Operator within maximum 5 working days from the date of transfer, notification to which a copy of the payment order and bank statement are attached.~~
- (9) ~~The project Partners shall verify the collection of the amounts within maximum 5 working days from the date of receipt of the notification sent by the Project Promoter.~~
- (10) ~~In case the due amounts have not been received, the project Partners shall send a written notification to both the Project Promoter and the Programme Operator within maximum 5 working days from the date of the finding.~~
- (11) ~~The amounts of money transferred as non reimbursable financial support may not be subject to forced execution during the entire validity period of the Agreement, except for the budgetary debts resulting from the application of the provisions of GEO no. 66/2011 or of GEO no. 77/2014 as subsequently amended.~~
- (12) ~~The amounts of money transferred as non-reimbursable financial support can be used by the project Partner only for the implementation of the Project, in compliance with the provisions of the Financing Contract, of the Agreement and of the Legal framework.~~
- Art. 6. Rights and obligations of the Project Promoter
- (1) ~~Before the Programme Operator, the Project Promoter fully undertakes the legal responsibility for the full management of the non-reimbursable financial support received under the Financing Contract (including the part transferred to the project Partners under the Agreement), as well as for the implementation and sustainability of the Project in compliance with the provisions of the Financing Contract, of the Agreement and of the Legal framework. As leader, the Project Promoter shall ensure the coordination of the partnership concluded for the purpose of implementing and ensuring the sustainability of the Project and shall act as an intermediary between the Programme Operator and the project Partners. The Programme Operator may decide to directly address to the project Partners whenever circumstances require, with previous information of the Project Promoter.~~
- (2) ~~Before the Programme Operator, the Project Promoter shall be solely responsible for returning any amounts referred to in Article 7 par. (13), par. (21) and par. (23) of this Agreement or any amounts unduly received by the project Partners under the Agreement, as the case may be, as notified by the Programme Operator. The Project Promoter has a right of recourse against Project partners under common law.~~

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- (3) The Project Promoter shall immediately inform the project Partners of any circumstances that may have a negative impact on the correct and timely implementation of the Project activities and any situation that could affect or delay the implementation and/or sustainability of the Project or lead to the termination of the Financing Contract and/or of the Agreement, as the case might be.
- (4) The Project Promoter will ensure that the project Partners have access to all documents, data and information in their possession, which may be necessary and useful to project Partners in fulfilling their obligations. Upon request by the Donor Countries' project Partners, these will be provided in English language.
- (5) The Project Promoter shall immediately inform the project Partners on the signature of the Financing Contract and shall forward them a signed copy of the Financing Contract as soon as possible.
- (6) The Project Promoter shall consult with the project Partners in due time on changes to the Financing Contract/Project affecting them.
- (7) The Project Promoter shall draw up all the categories of reports required under the Financing Contract and shall ensure that they are submitted to the Programme Operator by the set deadline. In this respect, it will collect all the necessary documents from the project Partners and will notify them of the deadline for submitting their documents to the Project Promoter.
- (8) The Project Promoter shall verify all information and documents received from the project Partners before sending them to the Programme Operator and will certify them with digital signature.
- (9) The Project Promoter should ensure that the use of non-reimbursable financial support by the Project partners is for Project purposes only.
- (10) The Project Promoter has the obligation to ensure that, during implementation and sustainability of the Project, the project Partner in Donor States do not obtain an advantage for themselves, within the meaning of art. 6 letter i) of the state aid Scheme and that any advantage resulting from the implementation of the Project to the Project Promoter, as fees obtained from ticket sales at various events, fees charged for participating in various activities organized by the partner etc., shall be immediately transferred to the Project Promoter, under the sanction of declaring of that part of the non-reimbursable financial support granted to the project Partner as misused state aid. PO will recover from PP the misused State aid, in accordance with the provisions of the GEO No 77/2014 and the methodological rules on the standstill/recovery of State/de minimis aid. The Project Promoter has a right of recourse against project Partners under common law.

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- (11) The Project Promoter shall transfer to the project Partners the amounts representing the non-reimbursable financial support received from the Programme Operator within the time limits and conditions set by the Agreement.
- (12) The Project Promoter is responsible for loading all documents related to the implementation of the Project into the electronic management system of the program according to the requirements and instructions of the Programme Operator.
- (13) The Project Promoter will centralize the evidence on the implementation of the activities by the project Partners for submission to the Programme Operator, as well as for their presentation during on-site visits/verifications performed by the Programme Operator or other competent authorities/bodies.
- (14) In the event of an irregularity being detected, the Project Promoter shall request to the project Partners to take all necessary measures to remedy their effects immediately.
- (15) The Project Promoter shall ensure that the project Partners implement the recommendations made by the Programme Operator and/or by other competent authorities/bodies when carrying out checks/controls in relation to the implementation and/or sustainability of the Project.

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- Art. 7. — Rights and obligations of the Project partners
- (1) The project Partners are legally and financially responsible towards the Project Promoter for fulfilling of all obligations under the Financing Contract and the Agreement, including but not limited to managing their share of non-reimbursable financial support under the Agreement and implementing their activities/sub-activities in compliance with the provisions of the Financing Contract, of the Agreement and of the Legal framework.
  - (2) The project Partners are required to implement their Project activities and to carry out expenditure in compliance with the Agreement, the Financing Contract, the Legal framework, the applicable professional and ethical standards and relevant European and national legislation for all phases of implementation, including the period of sustainability.
  - (3) The project Partners will immediately inform the Project Promoter of any circumstances that may have a negative impact on the correct and timely implementation of the Project activities and of any situation that could affect or delay the implementation/sustainability of the Project or lead upon termination of the Agreement.
  - (4) The project Partners shall respond to any request from the Project Promoter within the time limit specified in that request.
  - (5) The project Partners shall ensure that all project related communications are transmitted to the Programme Operator by means of the Project Promoter, unless the Programme Operator submits the request directly to the project Partners, in case which the project Partners shall inform the Project Promoter accordingly.
  - (6) The project Partners shall provide the Project Promoter on time with all information and necessary documents for the preparation of the reports required under The Financing Contract.

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- (7) ~~The project Partners shall archive and keep in good condition all the documents related to the Project, including the documents relating to audits and verifications carried out, in the form of original documents throughout the duration of the Agreement as defined in Article 2 of the Agreement or for at least 10 years from the date on which the last aid was granted, whichever occurs last.~~
- (8) ~~The project Partners shall provide the Project Promoter with certified copies of the original documents relating to the Project, in physical format or on generally accepted data carriers in due time.~~
- (9) ~~The supporting documents for expenditure to be presented by the Project partners are illustrated in Article 7 par. (9), par. (11) and par. (12) of the Financing Contract.~~
- (10) ~~Costs incurred by the Project partners from the Donor States may be supported by:~~
- ~~A report by an independent auditor qualified to carry out statutory audits of accounting documents, certifying that the claimed costs are incurred in accordance with the Regulation, the national law and relevant national accounting practices; OR~~
- ~~A report issued by a competent and independent public officer recognized by the relevant national authorities as having a budget and financial control capacity over the entity incurring the costs and who has not been involved in the preparation of the financial statements, certifying that the claimed costs are incurred in accordance with the Regulation, the relevant law and national accounting practices.~~
- (11) ~~The project Partners will ensure unhindered access for the national and international authorities responsible for verification, control and audit, for the Programme Operator, for the services of the Financial Mechanism Committee, for the Office of The Financial Mechanism, the EFTA Board of Auditors, the National Focal Point, the Certifying authority, the Audit Authority, the Irregularity Authority, the Competition Council within their respective competences, where they carry out on the spot checks/audits. Persons carrying out audits or checks will be provided, upon request, with immediate, complete and unrestricted access to all information, documents, persons, places and facilities relevant to audit or verification, including access to IT systems directly related to the Project, within the time limits laid down, under the sanction of application of the provisions of par. (13) below.~~
- (12) ~~Project Partners are obliged to ensure that contracts/agreements concluded with third parties provide for their obligation that the information and documents relating to the Project are available during the control or audit missions carried out under par. (11).~~
- (13) ~~In the event of failure to fulfill the obligations set under par.(11) par.(12), Project partners shall return the Project Promoter the entire amount received as non-reimbursable financial support, including related interest, established in accordance with the applicable state aid rules. The amount reimbursed to the Program Operator by the Project Promoter under the terms of the Financing Contract shall be returned to the Project Promoter by the Project partners in breach, within [insert number of days fixed by the parties for the repayment of the amounts paid By the project Promoter to The Program Operator attributable to the partners] days from the notification submitted by The Project Promoter to that effect.~~

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- (14) The project Partners will ensure full access for the Project Promoter to all documents and implementation sites of the Project, in order for him to verify the conformity of the Project implementation with the Financing Contract, with the Agreement and with the legal Framework within the set deadlines.
- (15) The project Partners shall ensure the visibility of the Project and of the non-reimbursable financial support and shall comply with the provisions of the Regulation, Annex 3 to the Regulation and the Financing Contract. The project Partners undertake to implement the Project Communication Plan (part of the funding request), respecting the visual identity rules and other requirements set out in Communication and design Manual EEA and Norway grants 2014-2021, as well as in information and Communication requirements EEA and Norway grants 2014-2021 (available at [www.re-culture.ro/documents/projects](http://www.re-culture.ro/documents/projects)).
- (16) The project Partners have the right to request to the Project Promoter to contact the Programme Operator in order to obtain any necessary information or clarification for the proper implementation of their activities. In this case, the project Partners shall submit to the Project Promoter all relevant information and documents in support of their application.
- (17) The project Partners shall ensure their own contribution to the eligible costs of the Project, if any, as well as the funds needed to implement the Project until receiving the non-reimbursable financial support payments from the Project Promoter.
- (18) The project Partners shall ensure the necessary financial resources to cover all ineligible costs (including related costs) corresponding to their own Project activities, as well as to cover any financial corrections and interest relating thereto arising from their implementation, if any.
- (19) The project Partners shall provide the necessary resources (human, material, technological, etc.) to implement their own Project activities.
- (20) The Project partners shall ensure that there is no identity of duties/tasks/responsibilities between their own project team members and the economic operators, in case of outsourced activities.
- (24) The project Partners of the Donor Stated undertake to ensure that, during implementation and sustainability of the Project, the project Partner in Donor States do not obtain an advantage for themselves, within the meaning of art. 6 letter i) of the state aid Scheme and that any advantage resulting from the implementation of the Project to the Project Promoter, as fees obtained from ticket sales at various events, fees charged for participating in various activities organized by the partner etc., shall be immediately transferred to the Project Promoter, under the sanction of declaring of that part of the non-reimbursable financial support granted to the project Partner as misused state aid. PO will recover from PP the misused State aid, in accordance with the provisions of the GEO No 77/2014 and the methodological rules on the standstill/recovery of State/de

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minimis aid. The Project Promoter has a right of recourse against project Partners under common law.

(22) The project Partners shall take all necessary measures to prevent, detect and sanction irregularities arising in obtaining and using the non-reimbursable financial support received and shall immediately inform the Project Promoter of any suspicion or situation of irregularity or fraud.

(23) The project Partners are required to return to the Project Promoter the amounts granted in advance from the non-reimbursable financial support and unused, unjustified or unduly justified, the amounts declared by The Program Operator to be ineligible, amounts resulting from irregularities/fraud, as well as amounts resulting from percentage reductions/financial corrections applied as a result of non-compliance with the provisions of the Legal framework, European or national law, the Financing Contract or the Agreement, as appropriate. The described amounts, paid back to the Program Operator by the Project Promoter in accordance with the provisions of the Financing Contract, with related interest, shall be returned to the Project Promoter by the responsible project Partners within [to be filled in the no. of days set by the parties for the refund of the amounts imputable to the project partners and paid by the Project Promoter to the Programme Operator] days from the notification sent by the Project Promoter.

(24) The project Partners undertake to carry out the processing of personal data related to project implementation in line with the provisions of EU Regulation no. 679 of 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation). The project Partners will make sure that they have the explicit consent of the members of the target groups/ final beneficiaries regarding the processing of their personal data, including those belonging to the Roma community, if applicable.

(25) The project Partners have any other obligations arising from the Financing Contract and the Legal framework.

**Art. 8. Ownership and use of results**

(1) Any results or rights related thereto, including copyright and/or any other intellectual and/or industrial property rights resulting from or following the performance of the Financing Contract shall be the property of the Project Promoter or of the project partners and will be determined by the Parties at the end of the implementation period.

(2) The Project Promoter and/or the project Partners shall grant the Programme Operator, the National Focal Point, the Financial Mechanism Committee, the Financial Mechanism Office and the Programme Partners non-exclusive assignment free of charge, without limit and for all territories in which the results of the Project and Programme of the rights referred to in the previous paragraph are to be disseminated. The assignment covers all the modalities of use for the promotion of the Project, of the Programme and for the public communication of their results, under the conditions laid down in the Financing Contract. The assignees have the right to freely use and as they see fit, including to edit, modify, translate, display, reproduce by any technical procedure, publish or communicate on any support, all documents/materials deriving from the Project,

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irrespective of their form, provided they do not breach existing industrial and intellectual property rights.

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(3) The project Partners shall ensure that they have all rights to use any pre-existing intellectual/ industrial property rights necessary for the implementation and sustainability of the Project.

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(4) The project Partners grant the Project Promoter a non-exclusive assignment free of charge, for an unlimited period and for all the territories in which the results of the Project and the Programme of the intellectual property rights are to be disseminated for those rights that each of the Partners has before the start of the Project, for those modalities of use necessary for the realization of the Project and for the dissemination of the results of the Project and the Programme.

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(5) The project Partners grant the Project Promoter the non-exclusive assignment free of charge, without limit and for all territories in which the results of the Project and Programme of the intellectual property rights are to be disseminated of the property intellectual rights for what is achieved within the Project, for those use modalities necessary for the implementation of the Project and for the dissemination of the Project and Programme results.

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(6) Where identifiable natural persons appear in photo and/or video images, proof of their valid consent for the use of those materials shall be provided nu the Project partners. This obligation does not apply where the images are taken in public spaces under the conditions permitted by law.

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(7) Ownership of tangible and intangible assets purchased from the Project's budget belongs to the Project Promoter. The Project Promoter may grant the Project partners the right to use the tangible and intangible assets, solely in the interest of implementing the Project or ensuring its sustainability at the end of the implementation period.

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#### Art. 9 Assignment of the Agreement

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The Agreement, as well as all rights and obligations arising from its execution, cannot be subject to the total or partial assignment, novation, subrogation or any other mechanism of transmission and/or conversion of obligations and rights of the Agreement by the Parties, except as provided for in art. 10 par.(3) and par.(4) of this Agreement.

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#### Art. 10 Amendments to the Agreement

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(1) For the duration of this Agreement, the Parties shall have the right to agree on the modification of certain clauses, whenever their interests so require, or where these circumstances take place and could not be foreseen at the time when this Agreement is concluded.

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(2) Any amendment to the Agreement or its annexes shall be made in writing by concluding an addendum, without prejudice to the provisions of the Financing Contract.

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- (3) ~~Amendment of the Agreement by replacing the project Partner/Partners shall be carried out exclusively with the prior written agreement of the Programme Operator. The Programme Operator shall have the right to reject such a request on a justified basis.~~
- (4) ~~Amendment of the Agreement by removing one or all project Partners and taking over by the Project Promoter or the other Partners of all obligations undertaken by the quitter Project partner(s) shall be permitted only with the prior written approval of the Programme Operator. The Programme Operator shall have the right to reject such a request on a justified basis.~~
- (5) ~~Amendments regarding the content of the Application form will be made in accordance with the provisions of the Financing contract.~~
- (6) ~~The following types of modifications may be made in the form of a simple information of the other Party: change of address, change of registered office or contact details, change of contact person, change of project's special accounts, replacement of the legal representative, to be supplemented by the parties, if the case may be, without prejudice to the provisions of the Financing Contract.~~
- Art. 11 Suspension of the Agreement and of the payments**
- (1) ~~The Agreement shall be suspended~~  
~~De jure, on the date of suspension of the Financing Contract.~~  
~~By either Party in the event of force majeure with the proper application of the provisions of the Financing Contract.~~
- (2) ~~The suspension shall take effect until the cessation of the cause which generated it. The implementation period of the Project shall be extended for a period of time equivalent to the duration of the suspension under the conditions laid down in the Financing Contract.~~
- (3) ~~Payments may be suspended unilaterally by the Project Promoter as a consequence of their unilateral suspension ordered by the Programme Operator in the cases and conditions laid down in the Financing Contract. Payments shall be resumed at the date of termination of the case of suspension.~~
- Art. 12 Prevention, detection and sanctioning of irregularities**
- (1) ~~For the purposes of the Agreement, "irregularity" has the meaning given in art. 12.2 of the Regulation and in GEO no. 66/2011.~~
- (2) ~~The provisions of the Financing Contract relating to the prevention, detection and sanctioning of irregularities shall apply.~~
- Art. 13 Contract liability, penalties, damages**
- (1) ~~The Project Promoter and/or the project Partners shall individually and exclusively respond to third parties for torts or damages of any kind incurred by them during, as a result of or in connection with the performance of the Agreement or the Financing~~

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Contract and/or the Project implementation and sustainability. For the purposes of this paragraph, the employees of the Project Promoter or the project Partners shall be considered as third parties.

(2) The Programme Operator cannot under any circumstances or for any reason whatsoever be held liable for damage or tort, patrimonial or non patrimonial, incurred by the Project Promoter, Project partners or third parties during or as a result of the performance of the Financing Contract or this Agreement and/or the Project implementation/sustainability.

(3) The Project Promoter and/or the project Partners shall be responsible for the damage caused to third parties.

(4) It to be supplemented by the parties (e.g. the regime of damages owed due to non-performance of contract caused by guilt), if applicable, without prejudice to the provisions of the Financing Contract.

#### Art. 14 Conflict of interest

(1) The Parties shall undertake to take all measures necessary to comply with the rules on the avoidance of conflict of interest as referred to in Articles 7.5 and 8.15 par.(4) of the Regulation and of Chapter II section 2 of GEO 66/2011.

(2) The Parties subject to the public law are required to comply with the provisions of the special legislation on certain measures to ensure transparency in the exercise of public powers and public functions.

(3) In applying procurement procedures, the Project Promoter is required to take all necessary measures to avoid situations likely to give rise to a conflict of interest, according to the legal provisions on procurement.

(4) The Parties undertake to inform each other of any situation giving rise to, or likely to give rise to, a conflict of interest arising during the performance of the Agreement, within a maximum of 5 calendar days of being informed.

(5) Project Promoters and/or project Partners are obliged to take all necessary measures to prevent or halt any situation of the nature of the conflict of interest that could compromise the objective and impartial execution of the Agreement and are responsible for it.

#### Art. 15 Termination of the Agreement

(1) The Agreement shall cease de jure:

— at the completion date laid down in article 2.

— at the termination date, for any reason, of the Financing Contract.

(2) The Agreement may terminate by unilateral cancellation/denunciation by the Project Promoter/project Partners, as the case might be. The termination of the Agreement shall only take effect in relation to the project Partner(s) which have been initiated and completed the procedure for unilateral cancellation/denunciation of the Agreement.

It to be completed by the parties with the actual termination/termination procedure, as appropriate.

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(3) Other case of cancellation of the Agreement:  
to be completed by the parties

Art. 16 Applicable law and dispute settlement

(1) This Agreement and its interpretation shall be governed by Romanian law.

(2) The Parties shall do everything possible to settle amicably any disagreement or dispute arising regarding the implementation of this Agreement. To that end, they shall communicate their positions in writing, within <to be filled in> days from the arising dispute or the other party's request.

(3) Where the period referred to in par. (2) has expired, or if the attempt to reach an amicable solution has not resulted in an agreement within the period of <to be filled in> days from the first request, either party may notify the other that it considers that the procedure has failed.

(4) Where contractual divergences are not resolved amicably, the dispute shall be resolved by the competent courts of Romania.

Art. 17 Communication

(1) For opposability against the Programme Operator, any communication between the parties shall be in writing, by e-mail, fax, courier or registered letter with acknowledgment of receipt to the following addresses:

For the Project Promoter to be completed by the parties

For the Project partner to be completed by the parties

(2) Contact persons:

For the Project Promoter to be completed by the parties

For the Project partner to be completed by the parties

Art. 18 Other provisions

The parties may include any other provisions which they deem necessary, including in addition to the predefined articles in the standard format. The provisions added cannot derogate from the provisions of the legal framework applicable to the EEAFM, compulsory European and national legislation and the Project Contract. Examples of provisions that may be added by the parties: rights and responsibilities of the parties, description of the method of recovering the grant transferred by the Project Promoter to the partners, when the situation requires it, etc.

Art. 19 Final provisions

(1) In the context of the Agreement, except where the context requires otherwise or an express contrary provision:

the words indicating the singular include the plural and the words indicating the plural include the singular;

the words indicating a genre include all genres;

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- the term "day" means a calendar day;
- when the deadline is set on months, it begins to run on the first day of the month and ends on the last day of the last month;
- when the deadline is set on days, the calculation is made on days off, the first and last days being disregarded. When the last day of the deadline is met on a non-working day, the deadline is extended until the first working day immediately following.

This Agreement has been concluded in [to be filled in by the parties] original copies, today, [to be filled in by the parties] in Romanian or Romanian and English language, as appropriate.

APPENDIX 1  
Partnership Agreement no. /

| Organization | Activity/ sub-activity according to AF (number and title) | Results (outputs and outcomes) and indicators according to AF | Roles and responsibilities |
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| <b>Page 4: [140] Formatted</b>                                                                  | <b>Pavel Ruxandra</b> | <b>18.12.2023 8:28:00</b>  |
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| <b>Page 4: [142] Formatted</b>                                                                  | <b>Pavel Ruxandra</b> | <b>22.03.2023 12:39:00</b> |
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| <b>Page 4: [143] Formatted</b>                                                                  | <b>Pavel Ruxandra</b> | <b>18.12.2023 8:28:00</b>  |
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**BUGETUL PROIECTULUI - CONSERVAREA, RESTAURAREA SI VALORIFICAREA CLADIRII "FOSTA SCOALA DE CAVALERIE" IN VEDEREA CONSOLIDARII IDENTITATII CULTURALE A JUDETULUI DAMBOVITA, cu nr. CALL03-47, finanțat în cadrul Programului ROCULTURA finanțat prin Mecanismului Financiar SEE 2014-2021**

| Capitole bugetare                                                                                            | Tipul de ajutor      | Cost total fără TVA (Lei) | Cheltuieli eligibile fără TVA (Lei) | TVA eligibil (Lei) | Total cheltuieli eligibile (Lei) | Cheltuieli neeligibile fără TVA (Lei) | TVA neeligibil (Lei) | Total cheltuieli neeligibile (Lei) | Total cheltuieli inclusiv TVA (Lei) |
|--------------------------------------------------------------------------------------------------------------|----------------------|---------------------------|-------------------------------------|--------------------|----------------------------------|---------------------------------------|----------------------|------------------------------------|-------------------------------------|
| Capitolul 1. Cheltuieli aferente managementului de proiect                                                   |                      | 271.302,67                | 141.302,67                          | 5.779,84           | 147.082,51                       | 130.000,00                            | 24.700,00            | 154.700,00                         | 301.782,51                          |
| Linia bugetară 1.1 Cheltuieli cu personalul angajat aferent managementului de proiect (cheltuieli salariale) | Ajutor de exploatare | 73.094,00                 | 73.094,00                           | 0,00               | 73.094,00                        | 0,00                                  | 0,00                 | 0,00                               | 73.094,00                           |
| Sublinia bugetara 1.1.1 Manager de proiect                                                                   |                      | 73.094,00                 | 73.094,00                           | 0,00               | 73.094,00                        | 0,00                                  | 0,00                 | 0,00                               | 73.094,00                           |
| Linia bugetară 1.2 Cheltuieli cu deplasarea personalului angajat aferent managementului de proiect           | Ajutor de exploatare | 33.288,48                 | 33.288,48                           | 0,00               | 33.288,48                        | 0,00                                  | 0,00                 | 0,00                               | 33.288,48                           |
| Sublinia bugetara 1.2.1 Deplasare "Cafenea culturală" (Asociatia EuroTrainer )                               |                      | 22.859,04                 | 22.859,04                           | 0,00               | 22.859,04                        | 0,00                                  | 0,00                 | 0,00                               | 22.859,04                           |
| Sublinia bugetara 1.2.2 Deplasare "Unitate in diversitate" (Asociatia EuroTrainer )                          |                      | 6.952,96                  | 6.952,96                            | 0,00               | 6.952,96                         | 0,00                                  | 0,00                 | 0,00                               | 6.952,96                            |
| Sublinia bugetara 1.2.3 Walking cultural (Asociatia EuroTrainer )                                            |                      | 3.476,48                  | 3.476,48                            | 0,00               | 3.476,48                         | 0,00                                  | 0,00                 | 0,00                               | 3.476,48                            |
| Linia bugetară 1.3. Cheltuieli pentru consultanță și expertiză privind                                       | Ajutor de exploatare | 130.000,00                | 0,00                                | 0,00               | 0,00                             | 130.000,00                            | 24.700,00            | 154.700,00                         | 154.700,00                          |

|                                                                                                                              |                      |            |           |          |           |            |           |            |            |
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| managementul activităților proiectului                                                                                       |                      |            |           |          |           |            |           |            |            |
| Sublinia bugetara 1.3.1 Servicii consultanta si management de proiect (Unitatea Administrativ Teritorială Județul Dâmbovita) |                      | 130.000,00 | 0,00      | 0,00     | 0,00      | 130.000,00 | 24.700,00 | 154.700,00 | 154.700,00 |
| Linia bugetară 1.4. Cheltuieli privind onorariile experților pentru managementul activităților proiectului                   | Ajutor de exploatare | 4.500,00   | 4.500,00  | 0,00     | 4.500,00  | 0,00       | 0,00      | 0,00       | 4.500,00   |
| Sublinia bugetara 1.4.1 Onorariu expert contabil (Asociatia EuroTrainer )                                                    |                      | 4.500,00   | 4.500,00  | 0,00     | 4.500,00  | 0,00       | 0,00      | 0,00       | 4.500,00   |
| Linia bugetară 1.5 Cheltuieli cu materiale consumabile și obiecte de inventar aferente managementului de proiect             | Ajutor de exploatare | 420,19     | 420,19    | 79,84    | 500,03    | 0,00       | 0,00      | 0,00       | 500,03     |
| Sublinia bugetara 1.5.1 Bibliorasturi (Asociatia EuroTrainer )                                                               |                      | 65,52      | 65,52     | 12,45    | 77,97     | 0,00       | 0,00      | 0,00       | 77,97      |
| Sublinia bugetara 1.5.2 Set dosare PVC (Asociatia EuroTrainer )                                                              |                      | 20,89      | 20,89     | 3,97     | 24,86     | 0,00       | 0,00      | 0,00       | 24,86      |
| Sublinia bugetara 1.5.3 Cutie hartie copiator (Asociatia EuroTrainer )                                                       |                      | 79,82      | 79,82     | 15,17    | 94,99     | 0,00       | 0,00      | 0,00       | 94,99      |
| Sublinia bugetara 1.5.4 Toner multifunctionala (Asociatia EuroTrainer )                                                      |                      | 253,96     | 253,96    | 48,25    | 302,21    | 0,00       | 0,00      | 0,00       | 302,21     |
| Linia bugetară 1.6 Cheltuieli cu amortizarea activelor corporale și necorporale aferente managementului de proiect           | Ajutor de exploatare | 0,00       | 0,00      | 0,00     | 0,00      | 0,00       | 0,00      | 0,00       | 0,00       |
| Linia bugetară 1.7 Cheltuieli cu servicii de traducere si interpretariat aferente managementului de proiect                  | Ajutor de exploatare | 0,00       | 0,00      | 0,00     | 0,00      | 0,00       | 0,00      | 0,00       | 0,00       |
| Linia bugetară 1.8 Cheltuieli cu servicii de audit (promotor de proiect)                                                     | Ajutor de exploatare | 30.000,00  | 30.000,00 | 5.700,00 | 35.700,00 | 0,00       | 0,00      | 0,00       | 35.700,00  |
| Sublinia bugetara 1.8.1 Audit finaciar (Unitatea                                                                             |                      | 30.000,00  | 30.000,00 | 5.700,00 | 35.700,00 | 0,00       | 0,00      | 0,00       | 35.700,00  |

|                                                                                                                               |                      |               |              |              |               |              |              |               |               |
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| Administrativ Teritorială<br>Județul Dâmbovita)                                                                               |                      |               |              |              |               |              |              |               |               |
| Capitolul 2. Cheltuieli<br>aferente restaurării<br>monumentului                                                               |                      | 21.579.977,06 | 9.145.367,82 | 1.737.619,89 | 10.882.987,70 | 8.612.250,39 | 1.610.117,93 | 10.222.368,32 | 21.105.356,02 |
| Linia bugetară 2.1 Cheltuieli<br>pentru amenajarea<br>terenului                                                               | Ajutor de investiții | 37.681,50     | 37.681,50    | 7.159,49     | 44.840,99     | 0,00         | 0,00         | 0,00          | 44.840,99     |
| Linia bugetară 2.2 Cheltuieli<br>pentru asigurarea utilităților<br>necesare<br>obiectivului de investiții                     | Ajutor de investiții | 764.063,94    | 764.063,94   | 145.172,15   | 909.236,09    | 0,00         | 0,00         | 0,00          | 909.236,09    |
| Linia bugetară 2.3 Cheltuieli<br>pentru proiectare și<br>asistență tehnică                                                    | Ajutor de exploatare | 623.999,35    | 0,00         | 0,00         | 0,00          | 623.999,35   | 118.559,88   | 742.559,23    | 742.559,23    |
| Sublinia bugetară 2.3.1.<br>Studii                                                                                            |                      | 1.000,00      | 0,00         | 0,00         | 0,00          | 1.000,00     | 190,00       | 1.190,00      | 1.190,00      |
| Sublinia bugetară 2.3.2.<br>Proiect tehnic și detalii de<br>execuție                                                          |                      | 288.950,00    | 0,00         | 0,00         | 0,00          | 288.950,00   | 54.900,50    | 343.850,50    | 343.850,50    |
| Sublinia bugetară 2.3.3.<br>Documentații tehnice<br>necesare în vederea<br>obținerii avizelor,<br>acordurilor, autorizațiilor |                      | 4.144,05      | 0,00         | 0,00         | 0,00          | 4.144,05     | 787,37       | 4.931,42      | 4.931,42      |
| Sublinia bugetară 2.3.4.<br>Verificare tehnică de calitate<br>a proiectului tehnic și a<br>detaliilor de execuție             |                      | 45.000,00     | 0,00         | 0,00         | 0,00          | 45.000,00    | 8.550,00     | 53.550,00     | 53.550,00     |
| Sublinia bugetară 2.3.5.<br>Asistență tehnică din partea<br>proiectantului                                                    |                      | 45.000,00     | 0,00         | 0,00         | 0,00          | 45.000,00    | 8.550,00     | 53.550,00     | 53.550,00     |
| Sublinia bugetară 2.3.6.<br>Dirigenție de șantier                                                                             |                      | 239.905,30    | 0,00         | 0,00         | 0,00          | 239.905,30   | 45.582,01    | 285.487,31    | 285.487,31    |
| Linia bugetară 2.4 Cheltuieli<br>pentru investiția de bază                                                                    | Ajutor de investiții | 18.272.533,01 | 8.343.622,38 | 1.585.288,25 | 9.928.910,63  | 6.106.551,78 | 1.160.244,84 | 7.266.796,62  | 17.195.707,25 |
| Sublinia bugetară 2.4.1.<br>Construcții și instalații                                                                         | Ajutor de investiții | 17.406.487,72 | 7.948.167,91 | 1.510.151,90 | 9.458.319,81  | 4.315.663,02 | 819.975,97   | 5.135.638,99  | 14.593.958,81 |
| Sublinia bugetară 2.4.2.<br>Montaj utilaje, echipamente<br>tehnologice și funcționale                                         |                      | 54.158,33     | 24.729,83    | 4.698,67     | 29.428,50     | 463.712,31   | 88.105,34    | 551.817,65    | 581.246,15    |
| Sublinia bugetară 2.4.3.<br>Utilaje, echipamente<br>tehnologice și funcționale<br>care necesită montaj                        |                      | 755.997,81    | 345.204,48   | 65.588,85    | 410.793,33    | 1.094.245,44 | 207.906,63   | 1.302.152,07  | 1.712.945,40  |

|                                                                                                                                                     |                      |              |            |          |            |              |            |              |              |
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| Sublinia bugetară 2.4.4. Utilaje, echipamente tehnologice și funcționale care nu necesită montaj și echipamente de transport                        |                      | 0,00         | 0,00       | 0,00     | 0,00       | 0,00         | 0,00       | 0,00         | 0,00         |
| Sublinia bugetară 2.4.5. Dotări                                                                                                                     |                      | 55.889,15    | 25.520,16  | 4.848,83 | 30.368,99  | 232.931,01   | 44.256,89  | 277.187,90   | 307.556,89   |
| Linia bugetară 2.5 Alte cheltuieli                                                                                                                  | Ajutor de investiții | 1.881.699,26 | 0,00       | 0,00     | 0,00       | 1.881.699,26 | 331.313,21 | 2.213.012,47 | 2.213.012,47 |
| Sublinia bugetară 2.5.1. Organizare de șantier                                                                                                      |                      | 59.279,93    | 0,00       | 0,00     | 0,00       | 59.279,93    | 11.263,19  | 70.543,12    | 70.543,12    |
| Sublinia bugetară 2.5.2. Comisioane, cote, taxe                                                                                                     |                      | 137.945,56   | 0,00       | 0,00     | 0,00       | 137.945,56   | 0,00       | 0,00         | 0,00         |
| Sublinia bugetară 2.5.3. Cheltuieli diverse și neprevăzute                                                                                          |                      | 1.684.473,77 | 0,00       | 0,00     | 0,00       | 1.684.473,77 | 320.050,02 | 2.004.523,79 | 2.004.523,79 |
| Linia bugetară 2.6 Cheltuieli pentru probe tehnologice și teste                                                                                     | Ajutor de investiții | 0,00         | 0,00       | 0,00     | 0,00       | 0,00         | 0,00       | 0,00         | 0,00         |
| Linia bugetară 2.7 Cheltuieli cu asigurările privind investiția și dotările de bază                                                                 | Ajutor de investiții | 0,00         | 0,00       | 0,00     | 0,00       | 0,00         | 0,00       | 0,00         | 0,00         |
| Capitolul 3. Cheltuieli aferente revitalizării monumentului                                                                                         |                      | 2.133.804,55 | 404.460,83 | 5.252,94 | 409.713,77 | 1.728.763,72 | 328.465,11 | 2.057.228,83 | 2.467.522,60 |
| Linia bugetară 3.1 Cheltuieli cu personalul necesar pentru activitățile/acțiunile necesare pentru revitalizarea monumentului (cheltuieli salariale) | Ajutor de exploatare | 342.150,00   | 341.570,00 | 0,00     | 341.570,00 | 0,00         | 0,00       | 0,00         | 342.150,00   |
| Sublinia bugetara 3.1.1 Regizor, animator (Unitatea Administrativ Teritorială Județul Dâmbovita)                                                    |                      | 46.467,00    | 46.467,00  | 0,00     | 46.467,00  | 0,00         | 0,00       | 0,00         | 46.467,00    |
| Sublinia bugetara 3.1.1 Art director                                                                                                                |                      | 62.768,00    | 62.768,00  | 0,00     | 62.768,00  | 0,00         | 0,00       | 0,00         | 62.768,00    |
| Sublinia bugetara 3.1.2 Artist realizator fundaluri (Unitatea Administrativ Teritorială Județul Dâmbovita)                                          |                      | 46.467,00    | 46.467,00  | 0,00     | 46.467,00  | 0,00         | 0,00       | 0,00         | 46.467,00    |
| Sublinia bugetara 3.1.3 Asistent productie (Unitatea Administrativ Teritorială Județul Dâmbovita)                                                   |                      | 46.467,00    | 46.467,00  | 0,00     | 46.467,00  | 0,00         | 0,00       | 0,00         | 46.467,00    |

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|--------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------|-----------|----------|-----------|------------|------------|--------------|--------------|
| Linia bugetară 3.5 Cheltuieli legate de achiziția de active corporale și necorporale aferente activităților/acțiunilor de revitalizare a monumentului  | Ajutor de exploatare | 648.886,00 | 0,00      | 0,00     | 0,00      | 648.886,00 | 123.288,34 | 772.174,34   | 772.174,34   |
| Sublinia bugetara 3.5.1 Set echipamente New Media (Unitatea Administrativ Teritorială Județul Dâmbovita)                                               |                      | 243.936,00 | 0,00      | 0,00     | 0,00      | 243.936,00 | 46.347,84  | 290.283,84   | 290.283,84   |
| Sublinia bugetara 3.5.2 Dotari mobilier muzeal si signalistica (Unitatea Administrativ Teritorială Județul Dâmbovita)                                  |                      | 404.950,00 | 0,00      | 0,00     | 0,00      | 404.950,00 | 76.940,50  | 481.890,50   | 481.890,50   |
| Linia bugetară 3.6 Cheltuieli legate de achiziția de servicii aferente activităților/acțiunilor de revitalizare a monumentului                         | Ajutor de exploatare | 980.107,06 | 27.647,06 | 5.252,94 | 32.900,00 | 952.460,00 | 180.967,40 | 1.133.427,40 | 1.166.327,40 |
| Sublinia bugetara 3.6.1 Servicii productie digitala                                                                                                    |                      | 952.460,00 | 0,00      | 0,00     | 0,00      | 952.460,00 | 180.967,40 | 1.133.427,40 | 5.400,00     |
| Sublinia bugetara 3.6.1 Servicii catering eveniment "Coffee break" (Asociatia EuroTrainer )                                                            |                      | 4.537,82   | 4.537,82  | 862,18   | 5.400,00  | 0,00       | 0,00       | 0,00         | 5.400,00     |
| Sublinia bugetara 3.6.2 Servicii catering eveniment "Unitate în diversitate" (Asociatia EuroTrainer )                                                  |                      | 16.806,72  | 16.806,72 | 3.193,28 | 20.000,00 | 0,00       | 0,00       | 0,00         | 20.000,00    |
| Sublinia bugetara 3.6.3 Servicii eveniment international de walking cultural (Asociatia EuroTrainer )                                                  |                      | 6.302,52   | 6.302,52  | 1.197,48 | 7.500,00  | 0,00       | 0,00       | 0,00         | 7.500,00     |
| Linia bugetară 3.7 Cheltuieli cu materiale consumabile și obiecte de inventar pentru activitățile/acțiunile necesare pentru revitalizarea monumentului | Ajutor de exploatare | 129.373,01 | 1.955,29  | 0,00     | 1.955,29  | 127.417,72 | 24.209,37  | 151.627,09   | 153.582,38   |
| Sublinia bugetara 3.7.1 Mobilier muzeal si echipamente IT (Unitatea Administrativ Teritorială Județul Dâmbovita)                                       |                      | 127.417,72 | 0,00      | 0,00     | 0,00      | 127.417,72 | 24.209,37  | 151.627,09   | 151.627,09   |

|                                                                                                                                                                                                  |                      |           |           |          |           |      |      |      |           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-----------|-----------|----------|-----------|------|------|------|-----------|
| Sublinia bugetara 3.7.1 Cod: 3.7.1 Cheltuieli cu materiale consumabile și obiecte de inventar pentru activitățile/acțiunile necesare pentru revitalizarea monumentului. Achiziție videoproiector |                      | 1.955,29  | 1.955,29  | 0,00     | 1.955,29  | 0,00 | 0,00 | 0,00 | 1.955,29  |
| Linia bugetară 3.8 Cheltuieli cu amortizarea activelor corporale și necorporale aferente activităților/acțiunilor necesare pentru revitalizarea monumentului                                     | Ajutor de exploatare | 0,00      | 0,00      | 0,00     | 0,00      | 0,00 | 0,00 | 0,00 | 0,00      |
| Sublinia bugetara 3.8.2 Amortizare tabletă grafică                                                                                                                                               |                      | 0,00      | 0,00      | 0,00     | 0,00      | 0,00 | 0,00 | 0,00 | 0,00      |
| Linia bugetară 3.9 Cheltuieli cu asigurările                                                                                                                                                     | Ajutor de exploatare | 0,00      | 0,00      | 0,00     | 0,00      | 0,00 | 0,00 | 0,00 | 0,00      |
| Linia bugetară 3.10 Alte cheltuieli aferente revitalizării monumentului                                                                                                                          | Ajutor de investiții | 0,00      | 0,00      | 0,00     | 0,00      | 0,00 | 0,00 | 0,00 | 0,00      |
| Capitolul 4. Cheltuieli de informare și publicitate care rezultă din respectarea obligațiilor de identitate vizuală                                                                              |                      | 17.000,00 | 17.000,00 | 3.233,42 | 20.233,42 | 0,00 | 0,00 | 0,00 | 20.233,42 |
| Linia bugetară 4.1 Cheltuieli pentru elaborarea, prelucrarea și tipărirea materialelor de vizibilitate                                                                                           | Ajutor de exploatare | 0,00      | 0,00      | 0,00     | 0,00      | 0,00 | 0,00 | 0,00 | 0,00      |
| Linia bugetară 4.2 Cheltuieli pentru creare și mentenanță website, conform planului de comunicare                                                                                                | Ajutor de exploatare | 5.000,00  | 5.000,00  | 950,00   | 5.950,00  | 0,00 | 0,00 | 0,00 | 5.950,00  |
| Sublinia bugetara 4.2.2 Cheltuieli pentru creare și mentenanță website, conform planului de comunicare (Unitatea Administrativ Teritorială Județul Dâmbovita)                                    |                      | 5.000,00  | 5.000,00  | 950,00   | 5.950,00  | 0,00 | 0,00 | 0,00 | 5.950,00  |
| Linia bugetară 4.3 Cheltuieli pentru organizarea evenimentelor de promovare                                                                                                                      | Ajutor de exploatare | 6.000,00  | 6.000,00  | 1.140,00 | 7.140,00  | 0,00 | 0,00 | 0,00 | 7.140,00  |

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|                                                                                                                            |                      |           |              |              |               |           |          |           |           |
|----------------------------------------------------------------------------------------------------------------------------|----------------------|-----------|--------------|--------------|---------------|-----------|----------|-----------|-----------|
| contractelor de voluntariat (contribuție în natură)                                                                        |                      |           |              |              |               |           |          |           |           |
| Linia bugetară 5.1 Cheltuieli pentru contractele de voluntariat (contribuție în natură) aferente managementului de proiect | Ajutor de exploatare | 0,00      | 0,00         | 0,00         | 0,00          | 0,00      | 0,00     | 0,00      | 0,00      |
| Linia bugetară 5.2 Cheltuieli pentru contractele de voluntariat (contribuție în natură) necesare implementării proiectului | Ajutor de exploatare | 0,00      | 0,00         | 0,00         | 0,00          | 0,00      | 0,00     | 0,00      | 0,00      |
| Capitolul 6. Cheltuieli aferente activităților de instruire formală și non-formală                                         |                      | 30.000,00 | 0,00         | 0,00         | 0,00          | 30.000,00 | 5.700,00 | 35.700,00 | 35.700,00 |
| Linia bugetară 6.1 Cheltuieli aferente activităților de instruire formală și non-formală                                   | Ajutor de exploatare | 30.000,00 | 0,00         | 0,00         | 0,00          | 30.000,00 | 5.700,00 | 35.700,00 | 35.700,00 |
| Sublinia bugetara 6.1.1 Contract servicii educatie non-formala (Unitatea Administrativ Teritorială Județul Dâmbovita)      |                      | 30.000,00 | 0,00         | 0,00         | 0,00          | 30.000,00 | 5.700,00 | 35.700,00 | 35.700,00 |
| Linia bugetară 6.2 Cheltuieli cu deplasarea în cadrul activităților de instruire formală și non-formală                    | Ajutor de exploatare | 0,00      | 0,00         | 0,00         | 0,00          | 0,00      | 0,00     | 0,00      | 0,00      |
| Linia bugetară 6.3 Cheltuieli privind onorariile experților privind activitățile de instruire formală și non-formală       | Ajutor de exploatare | 0,00      | 0,00         | 0,00         | 0,00          | 0,00      | 0,00     | 0,00      | 0,00      |
| Capitolul 7. Cheltuieli ale partenerilor din Statele Donatoare                                                             | Ajutor de investiții | 30.478,72 | 30.478,72    | 0,00         | 30.478,72     | 0,00      | 0,00     | 0,00      | 30.478,72 |
| Total cheltuieli directe eligibile                                                                                         |                      | 0,00      | 9.738.610,04 | 1.751.886,09 | 11.490.496,12 |           |          |           | 0,00      |
| Capitolul 8. Cheltuieli neprevăzute                                                                                        | Ajutor de exploatare | 0,00      | 10.330,82    | 1.962,86     | 12.293,68     | 0,00      | 0,00     | 0,00      | 12.293,68 |
| Capitolul 9. Cheltuieli indirecte                                                                                          | Ajutor de exploatare | 0,00      | 0,00         | 0,00         | 0,00          | 0,00      | 0,00     | 0,00      | 0,00      |
| Total cheltuieli eligibile din care:                                                                                       |                      | 0,00      | 9.748.940,86 | 1.753.848,95 | 11.502.789,80 | 0,00      | 0,00     | 0,00      | 0,00      |

|                              |  |             |                     |                     |                      |                      |                     |                      |                      |
|------------------------------|--|-------------|---------------------|---------------------|----------------------|----------------------|---------------------|----------------------|----------------------|
| Total cheltuieli neeligibile |  | 0,00        | 0,00                | 0,00                | 0,00                 | 10.501.014,11        | 1.968.983,03        | 12.469.997,14        | 0,00                 |
| <b>Total general</b>         |  | <b>0,00</b> | <b>9.748.940,86</b> | <b>1.753.848,95</b> | <b>11.502.789,80</b> | <b>10.501.014,11</b> | <b>1.968.983,03</b> | <b>12.469.997,14</b> | <b>23.972.786,94</b> |

**Unitatea Administrativ Teritorială Județul Dâmbovita**  
**Președinte**  
**Corneliu Ștefan**

**Asociatia EuroTrainer**  
**Președinte**  
**Manuela Lavinia Toma**

**Horten Marsjklubb**  
**Președinte**  
**Kjell Hagberg**

**PROJECT BUDGET - CONSERVATION, RESTORATION AND VALORIZATION OF THE BUILDING "FORMER KNIGHT SCHOOL" IN ORDER TO CONSOLIDATE THE CULTURAL IDENTITY OF DAMBOVITA COUNTY, with no. CALL03-47, financed under the ROCULTURA Program financed by the EEA Financial Mechanism 2014-2021**

| Budget chapters                                                                                          | Type of aid   | Total cost<br>excluding VAT<br>(Lei) | Eligible<br>expenditure<br>excluding VAT | Eligible VAT<br>(Lei) | Total eligible<br>expenditure<br>(Lei) | Ineligible<br>expenditure<br>excluding VAT<br>(Lei) | Ineligible VAT<br>(Lei) ) | Total ineligible<br>expenditure<br>(Lei) | Total eligible<br>expenditure<br>including VAT<br>(Lei) |
|----------------------------------------------------------------------------------------------------------|---------------|--------------------------------------|------------------------------------------|-----------------------|----------------------------------------|-----------------------------------------------------|---------------------------|------------------------------------------|---------------------------------------------------------|
| Chapter 1. Project management expenses                                                                   |               | 271.302,67                           | 141.302,67                               | 5.779,84              | 147.082,51                             | 130.000,00                                          | 24.700,00                 | 154.700,00                               | 301.782,51                                              |
| Budget line 1.1 Expenditure on staff employed in connection with project management (salary expenditure) | Operating aid | 73.094,00                            | 73.094,00                                | 0,00                  | 73.094,00                              | 0,00                                                | 0,00                      | 0,00                                     | 73.094,00                                               |
| Budget outline 1.1.1 Project manager (Asociatia EuroTrainer )                                            |               | 73.094,00                            | 73.094,00                                | 0,00                  | 73.094,00                              | 0,00                                                | 0,00                      | 0,00                                     | 73.094,00                                               |
| Budget line 1.2 Expenditure on travel of staff employed in project management                            | Operating aid | 33.288,48                            | 33.288,48                                | 0,00                  | 33.288,48                              | 0,00                                                | 0,00                      | 0,00                                     | 33.288,48                                               |
| Budget outline 1.2.1 Travel "Cultural cafe" (Eurotrainer Association)                                    |               | 22.859,04                            | 22.859,04                                | 0,00                  | 22.859,04                              | 0,00                                                | 0,00                      | 0,00                                     | 22.859,04                                               |
| Budget outline 1.2.2 Displacement "Unity in diversity" (Eurotrainer Association)                         |               | 6.952,96                             | 6.952,96                                 | 0,00                  | 6.952,96                               | 0,00                                                | 0,00                      | 0,00                                     | 6.952,96                                                |
| Budgetary underline 1.2.3 Cultural walking (Eurotrainer Association)                                     |               | 3.476,48                             | 3.476,48                                 | 0,00                  | 3.476,48                               | 0,00                                                | 0,00                      | 0,00                                     | 3.476,48                                                |
| Budget line 1.3. Expenses for consultancy and expertise regarding the management of project activities   | Operating aid | 130.000,00                           | 0,00                                     | 0,00                  | 0,00                                   | 130.000,00                                          | 24.700,00                 | 154.700,00                               | 154.700,00                                              |
| Budget outline 1.3.1 Consulting and project management services                                          |               | 130.000,00                           | 0,00                                     | 0,00                  | 0,00                                   | 130.000,00                                          | 24.700,00                 | 154.700,00                               | 154.700,00                                              |
| Budget line 1.4. Expenditures on expert fees for the management of project activities                    | Operating aid | 4.500,00                             | 4.500,00                                 | 0,00                  | 4.500,00                               | 0,00                                                | 0,00                      | 0,00                                     | 4.500,00                                                |
| Budget outline 1.4.1 Expert accounting fee (Eurotrainer Association)                                     | Contract      | 4.500,00                             | 4.500,00                                 | 0,00                  | 4.500,00                               | 0,00                                                | 0,00                      | 0,00                                     | 4.500,00                                                |
| Budget line 1.5 Expenditure on consumables and inventory items related to project management             | Operating aid | 420,19                               | 420,19                                   | 79,84                 | 500,03                                 | 0,00                                                | 0,00                      | 0,00                                     | 500,03                                                  |
| Budget outline 1.5.1 Bookcases (Eurotrainer Association)                                                 |               | 65,52                                | 65,52                                    | 12,45                 | 77,97                                  | 0,00                                                | 0,00                      | 0,00                                     | 77,97                                                   |
| Budget underline 1.5.2 Set of PVC files (Eurotrainer Association)                                        |               | 20,89                                | 20,89                                    | 3,97                  | 24,86                                  | 0,00                                                | 0,00                      | 0,00                                     | 24,86                                                   |

|                                                                                                             |                |               |              |              |               |              |              |               |               |
|-------------------------------------------------------------------------------------------------------------|----------------|---------------|--------------|--------------|---------------|--------------|--------------|---------------|---------------|
| Budget outline 1.5.3 Copier paper box (Eurotrainer Association)                                             |                | 79,82         | 79,82        | 15,17        | 94,99         | 0,00         | 0,00         | 0,00          | 94,99         |
| Budget Emphasis 1.5.4 Multifunction Toner (Eurotrainer Association)                                         |                | 253,96        | 253,96       | 48,25        | 302,21        | 0,00         | 0,00         | 0,00          | 302,21        |
| Budget line 1.6 Expenditure on depreciation of tangible and intangible assets related to project management | Operating aid  | 0,00          | 0,00         | 0,00         | 0,00          | 0,00         | 0,00         | 0,00          | 0,00          |
| Budget line 1.7 Expenditure on translation and interpreting services related to project management          | Operating aid  | 0,00          | 0,00         | 0,00         | 0,00          | 0,00         | 0,00         | 0,00          | 0,00          |
| Budget line 1.8 Expenditure on audit services (project promoter)                                            | Operating aid  | 30.000,00     | 30.000,00    | 5.700,00     | 35.700,00     | 0,00         | 0,00         | 0,00          | 35.700,00     |
| Budget outline 1.8.1 Financial audit (Territorial Administrative Unit Dâmbovită County)                     | Operating aid  | 30.000,00     | 30.000,00    | 5.700,00     | 35.700,00     | 0,00         | 0,00         | 0,00          | 35.700,00     |
| Chapter 2. Expenses related to the restoration of the monument                                              |                | 21.579.977,06 | 9.145.367,82 | 1.737.619,89 | 10.882.987,70 | 8.612.250,39 | 1.610.117,93 | 10.222.368,32 | 21.105.356,02 |
| Budget line 2.1 Expenditure on landscaping                                                                  | Investment aid | 37.681,50     | 37.681,50    | 7.159,49     | 44.840,99     | 0,00         | 0,00         | 0,00          | 44.840,99     |
| Budget line 2.2 Expenditure on providing the necessary utilities investment objective                       | Investment aid | 764.063,94    | 764.063,94   | 145.172,15   | 909.236,09    | 0,00         | 0,00         | 0,00          | 909.236,09    |
| Budget line 2.3 Expenditure on design and technical assistance                                              | Operating aid  | 623.999,35    | 0,00         | 0,00         | 0,00          | 623.999,35   | 118.559,88   | 742.559,23    | 742.559,23    |
| Budget outline 2.3.1. studied                                                                               |                | 1.000,00      | 0,00         | 0,00         | 0,00          | 1.000,00     | 190,00       | 1.190,00      | 1.190,00      |
| Budget outline 2.3.2. Technical design and execution details                                                |                | 288.950,00    | 0,00         | 0,00         | 0,00          | 288.950,00   | 54.900,50    | 343.850,50    | 343.850,50    |
| Budget outline 2.3.3. Technical documentation required to obtain approvals, agreements, authorizations      |                | 4.144,05      | 0,00         | 0,00         | 0,00          | 4.144,05     | 787,37       | 4.931,42      | 4.931,42      |
| Budget outline 2.3.4. Technical quality verification of the technical design and execution details          |                | 45.000,00     | 0,00         | 0,00         | 0,00          | 45.000,00    | 8.550,00     | 53.550,00     | 53.550,00     |
| Budget outline 2.3.5. Technical assistance from the designer                                                |                | 45.000,00     | 0,00         | 0,00         | 0,00          | 45.000,00    | 8.550,00     | 53.550,00     | 53.550,00     |
| Budget outline 2.3.6. Site management                                                                       |                | 239.905,30    | 0,00         | 0,00         | 0,00          | 239.905,30   | 45.582,01    | 285.487,31    | 285.487,31    |
| Budget line 2.4 Basic investment expenditure                                                                | Operating aid  | 18.272.533,01 | 8.343.622,38 | 1.585.288,25 | 9.928.910,63  | 6.106.551,78 | 1.160.244,84 | 7.266.796,62  | 17.195.707,25 |
| Budget outline 2.4.1. Constructions and plumbing                                                            | Operating aid  | 17.406.487,72 | 7.948.167,91 | 1.510.151,90 | 9.458.319,81  | 4.315.663,02 | 819.975,97   | 5.135.638,99  | 14.593.958,81 |
| Budget outline 2.4.2. Installation of machinery, technological and functional equipment                     |                | 54.158,33     | 24.729,83    | 4.698,67     | 29.428,50     | 463.712,31   | 88.105,34    | 551.817,65    | 581.246,15    |
| Budget outline 2.4.3. Machinery, technological and functional equipment that                                |                | 755.997,81    | 345.204,48   | 65.588,85    | 410.793,33    | 1.094.245,44 | 207.906,63   | 1.302.152,07  | 1.712.945,40  |

|                                                                                                                                                 |                |              |            |          |            |              |            |              |              |
|-------------------------------------------------------------------------------------------------------------------------------------------------|----------------|--------------|------------|----------|------------|--------------|------------|--------------|--------------|
| requires installation                                                                                                                           |                |              |            |          |            |              |            |              |              |
| Budget outline 2.4.4. Machinery, technological and functional equipment that does not require assembly and transport equipment                  |                | 0,00         | 0,00       | 0,00     | 0,00       | 0,00         | 0,00       | 0,00         | 0,00         |
| Budget outline 2.4.5. Features                                                                                                                  |                | 55.889,15    | 25.520,16  | 4.848,83 | 30.368,99  | 232.931,01   | 44.256,89  | 277.187,90   | 307.556,89   |
| Budget line 2.5 Other expenditure                                                                                                               | Investment aid | 1.881.699,26 | 0,00       | 0,00     | 0,00       | 1.881.699,26 | 331.313,21 | 2.213.012,47 | 2.213.012,47 |
| Budget outline 2.5.1. Site organization<br>Budget outline                                                                                       |                | 59.279,93    | 0,00       | 0,00     | 0,00       | 59.279,93    | 11.263,19  | 70.543,12    | 70.543,12    |
| Budget outline 2.5.2. Commissions, fees, taxes<br>Budget outline                                                                                |                | 137.945,56   | 0,00       | 0,00     | 0,00       | 137.945,56   | 0,00       | 0,00         | 0,00         |
| Budget outline 2.5.3. Miscellaneous and unforeseen expenses                                                                                     |                | 1.684.473,77 | 0,00       | 0,00     | 0,00       | 1.684.473,77 | 320.050,02 | 2.004.523,79 | 2.004.523,79 |
| Budget line 2.6 Expenditure on technological tests and trials                                                                                   | Investment aid | 0,00         | 0,00       | 0,00     | 0,00       | 0,00         | 0,00       | 0,00         | 0,00         |
| Budget line 2.7 Expenditure on investment insurance and basic equipment                                                                         | Investment aid | 0,00         | 0,00       | 0,00     | 0,00       | 0,00         | 0,00       | 0,00         | 0,00         |
| Chapter 3. Expenditures related to the revitalization of the monument                                                                           |                | 2.133.804,55 | 404.460,83 | 5.252,94 | 409.713,77 | 1.728.763,72 | 328.465,11 | 2.057.228,83 | 2.467.522,60 |
| Budget line 3.1 Expenditure related to staff required for activities / actions required for revitalization of the monument (salary expenditure) | Operating aid  | 342.150,00   | 341.570,00 | 0,00     | 341.570,00 | 0,00         | 0,00       | 0,00         | 342.150,00   |
| Budget outline 3.1.1 Art director (Eurotrainer Association)                                                                                     |                | 46.467,00    | 46.467,00  | 0,00     | 46.467,00  | 0,00         | 0,00       | 0,00         | 46.467,00    |
| Budget outline 3.1.1 Director, animator (Territorial Administrative Unit Dâmbovita County)                                                      |                | 62.768,00    | 62.768,00  | 0,00     | 62.768,00  | 0,00         | 0,00       | 0,00         | 62.768,00    |
| Budget outline 3.1.2 Artist making backgrounds (Territorial Administrative Unit Dâmbovita County)                                               |                | 46.467,00    | 46.467,00  | 0,00     | 46.467,00  | 0,00         | 0,00       | 0,00         | 46.467,00    |
| Budget outline 3.1.3 Production assistant (Territorial Administrative Unit Dâmbovita County)                                                    |                | 46.467,00    | 46.467,00  | 0,00     | 46.467,00  | 0,00         | 0,00       | 0,00         | 46.467,00    |
| Budgetary outline 3.1.4 Clean-up art specialist, color (Territorial Administrative Unit Dâmbovita County)                                       |                | 46.467,00    | 46.467,00  | 0,00     | 46.467,00  | 0,00         | 0,00       | 0,00         | 46.467,00    |
| Budget outline 3.1.5 Sound Specialist (Territorial Administrative Unit Dâmbovita County)                                                        |                | 46.467,00    | 46.467,00  | 0,00     | 46.467,00  | 0,00         | 0,00       | 0,00         | 46.467,00    |
| Budget outline 3.1.6 Music and Voices Specialist (Territorial Administrative Unit Dâmbovita County)                                             |                | 46.467,00    | 46.467,00  | 0,00     | 46.467,00  | 0,00         | 0,00       | 0,00         | 46.467,00    |

|                                                                                                                                                                |               |            |           |          |           |            |            |              |              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------|-----------|----------|-----------|------------|------------|--------------|--------------|
| Budget line 3.2 Expenditure on staff travel required for activities / actions required to revitalize the monument                                              | Operating aid | 33.288,48  | 33.288,48 | 0,00     | 33.288,48 | 0,00       | 0,00       | 0,00         | 33.288,48    |
| Budget outline 3.2.1 Travel "Cultural cafe" (Eurotrainer Association)                                                                                          |               | 22.859,04  | 22.859,04 | 0,00     | 22.859,04 | 0,00       | 0,00       | 0,00         | 22.859,04    |
| Budget outline 3.2.2 "Unity in diversity" movement (Eurotrainer Association)                                                                                   |               | 6.952,96   | 6.952,96  | 0,00     | 6.952,96  | 0,00       | 0,00       | 0,00         | 6.952,96     |
| Budget outline 3.2.3 Cultural walking (Eurotrainer Association)                                                                                                |               | 3.476,48   | 3.476,48  | 0,00     | 3.476,48  | 0,00       | 0,00       | 0,00         | 3.476,48     |
| Budget line 3.3 Expenditure on expert fees required for activities / actions required revitalization of the monument                                           | Operating aid | 0,00       | 0,00      | 0,00     | 0,00      | 0,00       | 0,00       | 0,00         | 0,00         |
| Budget line 3.4. Expenses for traveling to event participants, other types of activities associated with specific expenses (target group)                      |               | 0,00       | 0,00      | 0,00     | 0,00      | 0,00       | 0,00       | 0,00         | 0,00         |
| Budget line 3.5 Expenditure related to the acquisition of tangible and intangible assets related to the activities / actions of revitalization of the monument | Operating aid | 648.886,00 | 0,00      | 0,00     | 0,00      | 648.886,00 | 123.288,34 | 772.174,34   | 772.174,34   |
| Budget outline 3.5.1 New Media Equipment Set                                                                                                                   |               | 243.936,00 | 0,00      | 0,00     | 0,00      | 243.936,00 | 46.347,84  | 290.283,84   | 290.283,84   |
| Budget line 3.5.2 Museum furniture and signage facilities                                                                                                      |               | 404.950,00 | 0,00      | 0,00     | 0,00      | 404.950,00 | 76.940,50  | 481.890,50   | 481.890,50   |
| Budget line 3.6 Expenditure related to the purchase of services related to monument revitalization activities / actions                                        | Operating aid | 980.107,06 | 27.647,06 | 5.252,94 | 32.900,00 | 952.460,00 | 180.967,40 | 1.133.427,40 | 1.166.327,40 |
| Budget outline 3.6.1 Digital production services                                                                                                               |               | 952.460,00 | 0,00      | 0,00     | 0,00      | 952.460,00 | 180.967,40 | 1.133.427,40 | 5.400,00     |
| Budget outline 3.6.1 "Coffee break" event catering services (Eurotrainer Association)                                                                          |               | 4.537,82   | 4.537,82  | 862,18   | 5.400,00  | 0,00       | 0,00       | 0,00         | 5.400,00     |
| Budget outline 3.6.2 "Unity in diversity" event catering services (Eurotrainer Association)                                                                    |               | 16.806,72  | 16.806,72 | 3.193,28 | 20.000,00 | 0,00       | 0,00       | 0,00         | 20.000,00    |
| Budget outline 3.6.3 International cultural walking event services (Eurotrainer Association)                                                                   |               | 6.302,52   | 6.302,52  | 1.197,48 | 7.500,00  | 0,00       | 0,00       | 0,00         | 7.500,00     |
| Budget line 3.7 Expenditure on consumables and inventory items for activities / actions required to revitalize the monument                                    | Operating aid | 129.373,01 | 1.955,29  | 0,00     | 1.955,29  | 127.417,72 | 24.209,37  | 151.627,09   | 153.582,38   |
| Budget outline 3.7.1 Museum furniture and IT equipment                                                                                                         |               | 127.417,72 | 0,00      | 0,00     | 0,00      | 127.417,72 | 24.209,37  | 151.627,09   | 151.627,09   |
| Budget line 3.8 Expenditure on depreciation of tangible and intangible assets related to activities / actions required to revitalize the monument              | Operating aid | 1.955,29   | 1.955,29  | 0,00     | 1.955,29  | 0,00       | 0,00       | 0,00         | 1.955,29     |

|                                                                                                                   |                |           |           |          |           |      |      |      |           |
|-------------------------------------------------------------------------------------------------------------------|----------------|-----------|-----------|----------|-----------|------|------|------|-----------|
| Budget outline 3.8.1 Laptop depreciation (Eurotrainer Association)                                                |                | 0,00      | 0,00      | 0,00     | 0,00      | 0,00 | 0,00 | 0,00 | 0,00      |
| Budget outline 3.8.2 Graphics tablet depreciation (Eurotrainer Association)                                       |                | 0,00      | 0,00      | 0,00     | 0,00      | 0,00 | 0,00 | 0,00 | 0,00      |
| Budget line 3.9 Expenditure on insurance                                                                          | Operating aid  | 0,00      | 0,00      | 0,00     | 0,00      | 0,00 | 0,00 | 0,00 | 0,00      |
| Budget line 3.10 Other expenditure related to the revitalization of the monument                                  | Investment aid | 0,00      | 0,00      | 0,00     | 0,00      | 0,00 | 0,00 | 0,00 | 0,00      |
| Chapter 4. Information and publicity expenditure resulting from compliance with visual identity obligations       |                | 17.000,00 | 17.000,00 | 3.233,42 | 20.233,42 | 0,00 | 0,00 | 0,00 | 20.233,42 |
| Budget line 4.1 Expenditure on the development, processing and printing of visibility materials                   | Operating aid  | 0,00      | 0,00      | 0,00     | 0,00      | 0,00 | 0,00 | 0,00 | 0,00      |
| Budget line 4.2 Expenditures for website creation and maintenance, according to the communication plan            | Operating aid  | 5.000,00  | 5.000,00  | 950,00   | 5.950,00  | 0,00 | 0,00 | 0,00 | 5.950,00  |
| Budget outline 4.2.2 Expenditures for website creation and maintenance, according to the communication plan       |                | 5.000,00  | 5.000,00  | 950,00   | 5.950,00  | 0,00 | 0,00 | 0,00 | 5.950,00  |
| Budget line 4.3 Expenditure on organizing promotional events                                                      | Operating aid  | 6.000,00  | 6.000,00  | 1.140,00 | 7.140,00  | 0,00 | 0,00 | 0,00 | 7.140,00  |
| Budget outline 4.3.1 Dissemination seminar (Territorial Administrative Unit Dâmbovită County)                     |                | 4.000,00  | 4.000,00  | 760,00   | 4.760,00  | 0,00 | 0,00 | 0,00 | 4.760,00  |
| Budget outline 4.3.2 Press conference (Territorial Administrative Unit Dâmbovită County)                          |                | 2.000,00  | 2.000,00  | 380,00   | 2.380,00  | 0,00 | 0,00 | 0,00 | 2.380,00  |
| Budget line 4.4 Expenditure on the purchase of billboards / permanent boards                                      | Operating aid  | 2.000,00  | 2.000,00  | 383,42   | 2.383,42  | 0,00 | 0,00 | 0,00 | 2.383,42  |
| Budget outline 4.4.1 Expenditure on the purchase of billboards EuroTrainer Association)                           |                | 0,00      | 0,00      | 0,00     | 0,00      | 0,00 | 0,00 | 0,00 | 0,00      |
| Budget outline 4.4.1 Expenditure on the purchase of billboards (Territorial Administrative Unit Dâmbovită County) |                | 1.000,00  | 1.000,00  | 191,71   | 1.191,71  | 0,00 | 0,00 | 0,00 | 1.191,71  |
| Budget outline 4.4.1 Expenditure on the purchase of billboards (Horten Marsjklubb )                               |                | 0,00      | 0,00      | 0,00     | 0,00      | 0,00 | 0,00 | 0,00 | 0,00      |
| Sublinia bugetară 4.4.2. Permanent plate (Asociația EuroTrainer )                                                 |                | 0,00      | 0,00      | 0,00     | 0,00      | 0,00 | 0,00 | 0,00 | 0,00      |
| Budget outline 4.4.2. Permanent plate (Horten Marsjklubb )                                                        |                | 1.000,00  | 1.000,00  | 191,71   | 1.191,71  | 0,00 | 0,00 | 0,00 | 1.191,71  |
| Budget outline 4.4.2. Permanent plate ((Territorial Administrative Unit Dâmbovită County)                         |                | 0,00      | 0,00      | 0,00     | 0,00      | 0,00 | 0,00 | 0,00 | 0,00      |
| Budget line 4.5 Other information and publicity expenditure resulting from                                        | Operating aid  | 4.000,00  | 4.000,00  | 760,00   | 4.760,00  | 0,00 | 0,00 | 0,00 | 4.760,00  |

|                                                                                                                  |               |           |              |              |               |               |              |               |               |
|------------------------------------------------------------------------------------------------------------------|---------------|-----------|--------------|--------------|---------------|---------------|--------------|---------------|---------------|
| compliance with visual identity obligations                                                                      |               |           |              |              |               |               |              |               |               |
| Budget outline 4.5.1 Press releases<br>(Territorial Administrative Unit Dâmbovita County)                        |               | 4.000,00  | 4.000,00     | 760,00       | 4.760,00      | 0,00          | 0,00         | 0,00          | 4.760,00      |
| Chapter 5. Staff costs representing<br>expenditure on voluntary contracts (in-kind contribution)                 |               | 0,00      | 0,00         | 0,00         | 0,00          | 0,00          | 0,00         | 0,00          | 0,00          |
| Budget line 5.1 Expenditure on voluntary<br>contracts (in-kind contribution) related to<br>project management    | Operating aid | 0,00      | 0,00         | 0,00         | 0,00          | 0,00          | 0,00         | 0,00          | 0,00          |
| Budget line 5.2 Expenditure for voluntary<br>contracts (in-kind contribution) needed to<br>implement the project | Operating aid | 0,00      | 0,00         | 0,00         | 0,00          | 0,00          | 0,00         | 0,00          | 0,00          |
| Chapter 6. Expenditure related to formal and<br>non-formal training activities                                   |               | 30.000,00 | 0,00         | 0,00         | 0,00          | 30.000,00     | 5.700,00     | 35.700,00     | 35.700,00     |
| Budget line 6.1 Expenditure related to<br>formal and non-formal training activities                              | Operating aid | 30.000,00 | 0,00         | 0,00         | 0,00          | 30.000,00     | 5.700,00     | 35.700,00     | 35.700,00     |
| Budget outline 6.1.1 Contract for non-formal<br>education services                                               |               | 30.000,00 | 0,00         | 0,00         | 0,00          | 30.000,00     | 5.700,00     | 35.700,00     | 35.700,00     |
| Budget line 6.2 Expenditure on travel in<br>formal and non-formal training activities                            | Operating aid | 0,00      | 0,00         | 0,00         | 0,00          | 0,00          | 0,00         | 0,00          | 0,00          |
| Budget line 6.3 Expenditure on experts' fees<br>for formal and non-formal training activities                    | Operating aid | 0,00      | 0,00         | 0,00         | 0,00          | 0,00          | 0,00         | 0,00          | 0,00          |
| Chapter 7. Expenditure of Donor Partner<br>(Horten Marsjklubb)                                                   | Operating aid | 30.478,72 | 30.478,72    | 0,00         | 30.478,72     | 0,00          | 0,00         | 0,00          | 30.478,72     |
| Total eligible direct costs                                                                                      | Operating aid | 0,00      | 9.738.610,04 | 1.751.886,09 | 11.490.496,12 |               |              |               | 0,00          |
| Chapter 8. Unforeseen expenses                                                                                   | Operating aid | 0,00      | 10.330,82    | 1.962,86     | 12.293,68     | 0,00          | 0,00         | 0,00          | 12.293,68     |
| Chapter 9. Indirect expenses                                                                                     | Operating aid | 0,00      | 0,00         | 0,00         | 0,00          | 0,00          | 0,00         | 0,00          | 0,00          |
| Total eligible expenses of which:                                                                                |               | 0,00      | 9.748.940,86 | 1.753.848,95 | 11.502.789,80 | 0,00          | 0,00         | 0,00          | 0,00          |
| Total ineligible expenses                                                                                        |               | 0,00      | 0,00         | 0,00         | 0,00          | 10.501.014,11 | 1.968.983,03 | 12.469.997,14 | 0,00          |
| Grand total                                                                                                      |               | 0,00      | 9.748.940,86 | 1.753.848,95 | 11.502.789,80 | 10.501.014,11 | 1.968.983,03 | 12.469.997,14 | 23.972.786,94 |

**Territorial Administrative Unit Dâmbovita County**  
**President**  
**Corneliu Ștefan**

**EuroTrainer Association**  
**President**  
**Manuela Lavinia Toma**

**Horten Marsjklubb**  
**President**  
**Kjell Hagberg**