IES-CFN No. \_\_\_ / \_\_\_.\_\_\_.\_\_\_\_\_\_

**Framework agreement of non-reimbursable funding | Annex 6.1**

Considering the provisions:

* Government Emergency Ordinance 42/2019 regarding the establishment of financial measures to support the implementation of the national cultural programme "Timisoara - European Capital of Culture in 2023", with subsequent amendments and additions;
* Government Ordinance 51/1998 regarding the improvement of the system of non-reimbursable funding of cultural projects, with subsequent amendments and additions;
* Law no. 286/2022 on the approval of Government Emergency Ordinance no. 83/2022 on the amendment and completion of Government Ordinance no. 51/1998 on the improvement of the financing system for cultural programmes, projects and actions, as well as on the amendment of Government Emergency Ordinance no. 42/2019 on the establishment of financial measures to support the implementation of the National Cultural Programme "Timisoara - European Capital of Culture in 2023";
* Law no. 196 of 4 July 2023 on the approval of Government Ordinance no. 10/2023 amending Art. 21 para. (1) letter h) of Government Ordinance no. 51/1998 on the improvement of the system of non-reimbursable financing of cultural projects;
* Ordinance of the Minister of Culture 3560/15.12.2022 on the approval of the update of the application file for the national programme " Timișoara – European Capital of Culture in 2023";
* IES-DEC Decision No. 97 / 13.09.2023 of the director of the Center for Projects of the Municipality of Timisoara regarding the approval of the *Launch Announcement*, *the Applicant's Guide* and the *List of Annexes* for the non-reimbursable funding programme *Power Station++ | Mobility for cultural professionals,*

between

**Center for Projects of the Municipality of Timisoara,** based inTimisoara, str. Vasile Alecsandri, nr. 1, SAD7, Tax ID Number (CIF) 44202834, bank account No. RO08TREZ24A675000203030X open at Timisoara Treasury, represented by Alexandra-Maria Rigler, as Director, hereinafter referred to as the Funding Authority.

and

* for natural persons: **\_\_\_\_\_**(name and surname)**\_\_\_\_\_**, identified with identity card series\_\_\_, no. \_\_\_, issued by \_\_\_, on\_\_\_, domiciled in\_\_\_\_\_<<< add the address from the identity card >>>\_\_\_\_\_ and fiscal residence in: \_\_\_\_\_\_\_\_\_\_, bank account No. \_\_\_\_\_\_\_\_\_\_, open at\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as Beneficiary,

/

* for authorized natural persons: **\_\_\_\_\_**(name of PFA)**\_\_\_\_\_**, with registered office in\_\_\_\_\_\_\_\_\_\_, tax registration code\_\_\_\_\_\_\_\_\_\_, bank account No. \_\_\_\_\_\_\_\_\_\_, open at\_\_\_\_\_\_\_\_\_\_, represented by \_\_\_\_\_\_\_\_\_\_, as \_\_\_\_\_\_\_\_\_\_, hereinafter referred to as Beneficiary,

the following agreement was concluded:

**CHAPTER I: Object of the agreement**

**Art. 1** The object of this agreement consists in the non-reimbursable funding of the beneficiary's mobility in \_\_\_\_\_<<< add the country and locality where the mobility will take place>>>\_\_\_\_\_, during the period \_\_\_\_\_<<< add the traveling period >>>\_\_\_\_\_ , under the terms and conditions established in the application for non-reimbursable funding INT-FIN No. \_\_\_ / \_\_\_.\_\_\_.\_\_\_\_\_\_ , an integral part of this agreement.

**CHAPTER II: Duration of the agreement and other terms**

**Art. 2.**

1. The duration of the agreement is between the date of its signing by the contracting parties and the date of completion of the verification of the activity report, supporting documents and press file, respectively the date of payment of the last instalment, but no later than 28.06.2024.
2. Within a maximum of 14 calendar days from the date of completion of the mobility, but not later than 20.05.2024, the beneficiaries of the non-reimbursable funding will submit the activity report to the funding authority, accompanied by supporting documents and the press file.

**CHAPTER III: Amount of the agreement**

**Art. 3**. The amount of the agreement is \_\_\_\_\_<<< add the amount of the non-reimbursable funding, in RON >>>\_\_\_\_\_, according to *Annex 1.1. Income and expenditure budget*.

**Art. 4.**

1. The amount representing the non-reimbursable funding will be transferred from the funding authority's account to the beneficiary's account with No. \_\_\_\_\_\_\_\_\_\_, open at \_\_\_\_\_\_\_\_\_\_, according to law.
2. Beneficiaries who have tax residency in Romania will make available to the funding authority a bank account opened in RON.
3. Beneficiaries who have tax residence outside Romania will make available to the funding authority a bank account opened in EUR/USD, into which the equivalent in RON of the amount representing the non-reimbursable funding will be transferred, at the InforEuro exchange rate valid on the date of signing the agreement.

**CHAPTER IV: Methods of payment. Expenditure eligibility. Settlement.**

**Art. 5.** The amount provided for in Art. 3 is granted by bank transfer, based on the payment request/invoice issued by the beneficiary.

**Art. 6.** The amount and scheduling of the instalments will be based on the non-reimbursable funding schedule provided in the annex to this agreement, depending on the stages of achievement, related to the organizational costs and/or the duration and evolution over time of the activities included in the funding request.

**Art. 7.** The amount and staggered instalments will be made as follows:

1. The first instalment, in a **maximum of 85%** of the non-reimbursable funding, respectively the amount of \_\_\_\_\_\_\_\_\_\_ **RON**, will be granted after signing the agreement for non-reimbursable funding;
2. The last instalment, in a **minimum of 15%** of the non-reimbursable funding, respectively the amount of \_\_\_\_\_\_\_\_\_\_ **RON**, will be granted after the verification of the activity report, accompanied by supporting documents and the press file.

**Art. 8.**

1. The beneficiary is obliged to comply with the categories of expenses provided in the *Guide for reporting and settlement of expenses* (Annex 8) and in the *Income and expenditure budget* (Annex 1.1).
2. During the course of the activities, if the situation requires it, the beneficiary can make budget reallocations between the expenditure categories, as follows:

a) **up to 10%** of the amount of the non-reimbursable funding, through a written notification to the person responsible for the agreement on behalf of the funding authority;

b) **between 10% and 20%** of the amount of the non-reimbursable funding, only with the written approval of the person responsible for the agreement on behalf of the funding authority;

c) **over 20%** of the amount of the non-reimbursable funding only by signing an addendum to the agreement and only if for objective reasons, such as unforeseen events, independent of the beneficiary of the non-reimbursable funding, or cases of force majeure that occur during the duration of the agreement conditions, changes are required in the structure and amount of an expenditure above this 20% limit.

1. For the amounts allocated in violation of the provisions of par. (2) the provisions of Art. 12 b). become applicable.

**Art. 9.**

1. Only eligible expenses incurred by the beneficiary during the execution of the agreement will be accepted for settlement.
2. The expenses are eligible provided they are included in the *Income and expenditure budget* (Annex 1.1), are necessary for the mobility described in the funding request and are carried out in accordance with the terms and conditions of this agreement.
3. All expenses will be incurred between the date of signing the non-reimbursable funding agreement and the date of completion of the mobility and for its exclusive purpose.
4. Expenses incurred before or after the contractual period are ineligible for non-reimbursable funding.
5. All supporting documents detailed in the *Guide for reporting and settlement of expenses* (Annex 8) must be drawn up between the date of signing the agreement and the date of their presentation, together with the activity report.

**Art. 10.**

1. For each expense incurred, supporting documents drawn up according to the legislation in force will be presented.
2. The supporting documents will be sent in legible electronic copy, according to the *Guide for reporting and settlement of expenses* (Annex 8).

**Art. 11.** The narrative report (drawn up according to the model in Annex 9), the supporting documents and the press file will be submitted to the funding authority within no more than 14 calendar days from the date of completion of the mobility, but no later than 20.05.2024.

**CHAPTER V: Rights and obligations of the parties**

1. **Rights and obligations of the funding authority**

**Art. 12.** TheCenter for Projects of the Municipality of Timisoara, as a funding authority, has the following **rights**:

1. to change the amount of the allocated funding or to terminate this funding agreement if the Beneficiary communicates false or erroneous data, information or documents, as well as in the case of non-fulfilment or improper fulfilment of the contractual obligations assumed by the Beneficiary, ascertained through submitted reports/notes/addresses by representatives of the Centre of Projects or collaborators designated for this purpose;
2. to consider the grant contract as automatically terminated in the absence of complementary sources of funding at the time of the final reporting and to request full reimbursement of the amount received, plus statutory interest calculated on the amount granted in relation to the date of receipt;
3. to terminate this agreement and request compensation for the damage caused, if the beneficiary initiates or supports denigrating activities or any activity or conduct that could harm the image of the Center for Projects of the Municipality of Timisoara, the Ministry of Culture or the national cultural programme "Timisoara - European Capital of Culture" and the situation is not remedied within 5 calendar days from the date of the written request made by the funding authority;
4. to recover from the beneficiary the funds used by him to cover expenses other than the eligible ones, to which will be added interest of 0.02% per day applied to the respective amounts, calculated until the date of their recovery;
5. to deduct a percentage of up to 15% from the amount of the funding granted in case of inappropriate promotion of the role/quality of the financier in the mobility, according to the obligations assumed by the beneficiary;
6. to use for an unlimited period, without consulting the beneficiary, in all communication materials regarding his activity, information on any support regarding the mobility that is the subject of this agreement, without other financial obligations, with the mention of the beneficiary, in accordance with Art. 5-7 of Regulation No. 679/2016 on the protection of natural persons with regard to the processing of personal data and on the free circulation of this data, contained in this agreement and in the documents registered by the beneficiary upon application. The norms listed in Articles 5-7 of the Regulation, as well as any other norms that become incidental, will be interpreted and applied by the Center for Projects of the Municipality of Timisoara in accordance with the objectives and purpose for which it is organized and operates, with the consent of all the persons involved in functional - institutional relations of any type, agreement expressed by signing the written agreement or any document that produces legal effects of any type;
7. to monitor the implementation of mobility, through authorized persons, representatives of the Centre of Projects contracted for this purpose, to evaluate the achievement of the goal, objectives, results and other indicators regarding mobility.

**Art. 13.** The Centre of Projects, as funding authority, has the following **obligations**:

1. to ensure the funding of expenses related to the organization and development of the mobility that is the subject of this agreement, in accordance with the stipulated terms;
2. to make available to the beneficiary the visual identity elements of the funding programme in digital and physical format, as appropriate, including the *Visual Identity Communication and Application Guide* (Annex 7), available on the website of the funding programme, in the section ”Useful documents";
3. to comply with the provisions of Regulation No. 679/2016 on the protection of natural persons with regard to the processing of personal data and on the free circulation of this data contained in this agreement and in the documents registered by the beneficiary upon application;
4. not to communicate, under any circumstances, without the prior written consent of the beneficiary, confidential information belonging to the beneficiary or obtained on the basis of contractual relations;
5. to follow the complementary sources related to the mobility for which this agreement was signed;
6. to bring to the attention of the beneficiary any information likely to affect the execution of this agreement.
7. **Rights and obligations of the beneficiary**

**Art. 14. \_\_\_\_<<<Name and Surname >>>\_\_\_\_\_** / **\_\_\_\_\_<<<Name of PFA>>>\_\_\_\_\_,** as Beneficiary, has the following **rights**:

1. to use for an unlimited period, without consulting the Centre of Projects of the Municipality of Timisoara, in all communication materials regarding its activity, information on any support regarding the mobility that is the subject of this agreement, without other financial obligations, with the mention of the partners involved in the development of the mobility;
2. to obtain the amount representing the non-reimbursable funding, under the conditions stipulated in this agreement;
3. to contract and pay all expenses related to the realization of the object of the agreement, in compliance with the legal provisions in force.

**Art. 15.** **\_\_\_\_<<< Name and Surname >>>\_\_\_\_\_** / **\_\_\_\_\_<<< Name of PFA >>>\_\_\_\_\_**, as Beneficiary, has the following **obligations**:

1. to use the funding only for the purpose of achieving the mobility that is the subject of this agreement, under the conditions of the law;
2. to pay all expenses related to the realization of mobility, in compliance with the legal procedures in force and the conditions of this agreement and the *Guide for reporting and settlement of expenses* (Annex 8);
3. to present to the funding authority the payment requests or, as the case may be, the invoices issued for each instalment, in order to make the payment;
4. to present the activity report, the supporting documents and the press file, under the conditions established in this agreement and in the *Guide for reporting and settlement of expenses* (Annex 8) and, if the Center for Projects of the Municipality of Timisoara requests, to complete/modify and submit the incomplete or erroneous documents presented for settlement, within a maximum of 5 working days from the date of the request;
5. not to use the promotional materials and/or publications and cultural products generated within the mobility, for the purpose of obtaining profit; to accept the control and verifications of the Center for Projects of the Municipality of Timisoara, the Ministry of Culture and other authorities with attributions in the field of financial-fiscal control, in relation to the way of using the funds representing the non-reimbursable funding allocated according to this funding agreement;
6. to accept the control and verifications of the Center for Projects of the Municipality of Timisoara, the Ministry of Culture and other authorities with attributions in the field of financial-fiscal control, in relation to the way of using the funds representing the non-reimbursable funding allocated according to this funding agreement;
7. to mention the name and quality of the financier in all written interviews and in video and audio format granted in connection with the mobility that is the subject of this funding agreement, according to the *Visual Identity Communication and Application Guide* (Annex 7);
8. to insert the logos made available by the Center for Projects of the Municipality of Timisoara in the mobility promotion and communication materials, both in printed and digital format, according to the *Visual Identity Communication and Application Guide* (Annex7);
9. to allow the funding authority to use the information contained in the activity report, as well as those regarding the results obtained, free of charge, through all the public communication methods it decides, including for the dissemination of the results and impact of the national cultural programme "Timisoara - Capital of Culture 2023";
10. to make available to the funding authority, **within a maximum of 10 calendar days** **from the date of the application**, free of charge, texts, photographs and other audio-visual materials regarding mobility and to authorize the use by the funding authority in any way it deems appropriate, including publishing them through any means of communication that it decides; these authorizations are granted for an indefinite period and are valid without territorial limits and without giving rise to additional material claims on the part of the beneficiary;
11. to send to the funding authority, at the address: comunicare@centruldeproiecte.ro, **within a maximum of 7 calendar days** from the mobility, **a package of at least 10 representative photos** for the mobility, without any kind of graphic signs and having a format and a quality compatible with online and print publication;
12. to participate in the realization of analyses, studies, events or publications that highlight the results and impact of the national cultural programme "Timisoara - European Capital of Culture in the year 2023", including by completing the self-declared values based on the documentation and the completion instructions received from The Center for Projects of the Municipality of Timisoara, within the terms communicated by it;
13. to undertake that all expenses to be settled by the Center for Projects of the Municipality of Timisoara under this agreement have not been or will not be settled from other public or private funds;
14. not to communicate, under any circumstances, without the prior written consent of the beneficiary, confidential information belonging to the beneficiary or obtained on the basis of contractual relations;
15. to bring to the attention of the funding authority any information likely to affect the execution of this agreement.

**CHAPTER VI: Modification, annulment and termination of the agreement**

**SECTION 1:** Modification of the agreement

**Art. 16.**

1. This agreement can be modified only in thoroughly justified cases, with the consent of both parties, recorded in writing by means of an addendum.
2. The beneficiary has the obligation to immediately inform the funding authority - no later than **within 48 hours** of occurrence - regarding any event or circumstance likely to cause a change in the activities of the agreement. The information will also contain the description of the conditions and circumstances in which the mobility will take place or any other aspects regarding the execution of this agreement.
3. If the request to change the agreement comes from the beneficiary, he must address it to the funding authority at least 15 calendar days before the time when he wants this change to enter into force.
4. Change of address and modification of the bank account may be subject to a simple notification to the funding authority.
5. The maximum amount of non-reimbursable funding referred to in Art. 3 cannot be increased

**SECTION 2:** Annulment of the agreement

**Art. 17.**

1. This agreement can be terminated **within 5 calendar days** from the date of receipt of the notification by which the guilty party was informed that it has not fulfilled its contractual obligations.
2. The notification provided for in par. (1) will be communicated **within 15 calendar days** from the date of ascertaining the non-fulfilment or improper fulfilment of one or more contractual obligations.
3. If the beneficiary has been notified of the termination of this funding agreement due to his fault, he is obliged, **within 15 days** from the date of receipt of the notification, to return to the funding authority the total or partial amount, depending on the degree of failure to fulfil activities or, as the case may be, result indicators.
4. Following the verification of the supporting documents for each expense, the funding authority has the obligation to recover from the beneficiary the funds used by him to cover expenses other than the eligible ones, according to the *Guide for reporting and settlement of expenses* (Annex 8).
5. the finding by the funding authority of the breach in bad faith of the obligations provided for in Chapter 5, paragraphs 5.3 and 5.4 of the *Applicant's Guide*, attracts the sanction of legal termination of the funding agreement and constitutes an enforceable title for the recovery of the amounts granted, including legal interest and related penalties, established according to the relevant legal provisions.
6. Non-compliance by the beneficiary with the obligations regarding the mention of the funding authority and the application of the visual identity, according to this agreement, the *Applicant’s Guide* and the *Visual Identity Communication and Application Guide*, leads to the withdrawal of 15% of the total amount of the funding granted, to which penalties of 0.02%/day are applied, calculated from the date of notification by the funding authority until remediation.

**SECTION 3:** Termination of the agreement

**Art. 18.** This agreement is terminated:

1. on the date of its annulment;
2. on the date of receipt of the notification regarding the unilateral termination of the agreement by one of the contracting parties;
3. on the date of approval by the funding authority of the activity report, the supporting documents and the press file, respectively the payment of the last instalment, but no later than 28.06.2024.
4. by written agreement of the parties;
5. in other situations provided by the legislation in force.

**CHAPTER VII: Force majeure**

**Art. 19.** Force majeure exempts the parties from liability, in case of partial or total non-execution of the obligations assumed by this agreement. Force majeure means an event independent of the will of the parties, unforeseeable and insurmountable, occurring after the conclusion of the agreement and which prevents the parties from fully or partially performing the assumed obligations.

**Art. 20.** The party invoking force majeure has the obligation to inform the other party, in writing, within a maximum of 5 calendar days from the occurrence, and the proof of force majeure will be communicated within a maximum of 15 calendar days from the occurrence of the event.

**Art. 21.** The reference date is the postage stamp or/and the confirmation of transmission of correspondence in electronic format, to the correspondence address indicated in the agreement. The proof will be certified by the party opposing the force majeure case.

**CHAPTER VIII: Special clauses**

**Art. 22.** The mobility for which funding was granted under this agreement does not necessarily represent the position of the Center for Projects of the Municipality of Timisoara or the Ministry of Culture. The content of the mobility, as well as the way in which its results can be used, is the sole responsibility of the beneficiary of the funding. The Center for Projects of the Municipality of Timisoara and the Ministry of Culture are not responsible for the content of the mobility and the way it could be used.

**Art. 23.** The provisions of this agreement are supplemented by the relevant legal provisions in force.

**Art. 24.** The beneficiary will present the narrative report that must include information regarding the degree of achievement of the proposed objectives, as well as the degree of media coverage of the cultural mobility and the media coverage of the activities carried out within the activities that are the subject of this agreement.

**CHAPTER IX: Litigations**

**Art. 25.**

1. The parties will act to amicably resolve any misunderstandings that may arise during the performance of this agreement.
2. If the parties do not reach an agreement according to par. (1), they can address the competent courts at the headquarters of the funding authority.

**CHAPTER X: Transparency**

**Art. 26.** The funding agreement, including its annexes, as well as the information and documents aimed at their execution constitute information of public interest under the provisions of Law No. 544/2001 regarding free access to information of public interest, with subsequent amendments and additions, respecting the exceptions provided for therein and those established by this agreement.

**Art. 27.** The following elements, as they result from the funding agreement and its annexes, including, if applicable, from the additional documents amending the agreement or its annexes, cannot be confidential, except for the first category from a) for which the provisions of Law no. 190/2018 on measures to implement Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and its repeal of Directive 95/46/EC (General Data Protection Regulation):

1. the name of the mobility, the name of the beneficiary and any partners, the start and end date of the mobility, contact details - at least an e-mail address and phone number - functional for the mobility team; the place of implementation of the mobility – locality, county, region and, if the mobility includes activities addressed to the public, the exact address and contact details for the spaces dedicated to these activities within the mobility;
2. the total amount of the non-reimbursable funding granted, expressed both as a concrete amount and as a percentage of the total mobility expenses, as well as the amount of the payments made;
3. the size and characteristics of the target group and, as the case may be, the final beneficiaries of the mobility;
4. the estimated and achieved results of the mobility, corresponding to the objectives and/or activities, with reference to the established indicators;
5. the name of the product suppliers, service providers and work executors contracted within the mobility framework, as well as the object of the agreement, its amount and the payments made;
6. sustainability elements of the mobility results.

**CHAPTER XI: Confidentiality**

**Art. 28.** Through this agreement, the parties agree on the existence and duration of the confidentiality of the documents, sections, respectively information from the project, considering that their publication may affect the principle of fair competition, respectively intellectual property or other applicable legal provisions.

**Art. 29.** The funding authority, the beneficiary and, as the case may be, the partners are exempt from liability for the disclosure of documents or information determined by the parties to be confidential if the information was disclosed after obtaining the written consent of the other contracting party for such disclosure or the party was legally required to disclose the information.

**CHAPTER XII: Protection of personal data**

**Art. 30.** Personal data, as defined in the relevant Romanian legislation and in Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and regarding the free circulation of this data and repealing Directive 95/46/EC (General Data Protection Regulation), collected in the framework of mobility, are used for the purpose of fulfilling the goals of mobility, for statistical purposes, in compliance with the legal provisions in force.

**Art. 31.** The personal data of the target group and, as the case may be, of the final beneficiaries of the mobility may not be processed and published, for public information, only with their prior information on the purpose of the processing or publication and obtaining their consent, in the conditions of the law.

**CHAPTER XIII: Publication of data**

**Art. 32.** The beneficiary agrees that the documents and information referred to in art. 24 regarding transparency to be published by the contracting authority, except for the personal data mentioned in letter a).

**CHAPTER XIV: Final clauses**

**Art. 33.** Correspondence between the parties is carried out in writing, including through electronic means of communication, subject to the existence of confirmation of receipt of the correspondence at the address indicated by the contractual party in the content of Art. 34.

**Art. 34.** Those responsible for following up on the performance of this agreement, through which the two parties will keep in constant contact, are:

* on behalf of the financier: …………………….…..., phone: ……………..…..……..., e-mail: ……………….………...
* on behalf of the beneficiary: ………..……….....…..., phone : …………......………..., e-mail: …………..……………..

**Art. 35.** This agreement enters into force on the date of its signing.

**Art. 36.** This agreement was concluded today, ……………., in two original copies, one for each contracting party.

| **Funding authority,**  Centre of Projects of the Municipality of Timisoara  **Director,**  Alexandra-Maria Rigler  **Manager of Budget, Financial and Public Acquisition Office,**  Susana-Maria Popa  **Legal adviser,**  Alina Wyhnalek  **Preventive financial control visum,**  Nicușor-George Huruială |  | **Beneficiary,**  ………………………….... |
| --- | --- | --- |