

ROMÂNIA

PROIECT

NR 382/22.11.2023

PG

VIZAT:

SECRETAR GENERAL

BĂICEANU Liliana



JUDETUL GIURGIU

CONSILIUL LOCAL AL MUNICIPIULUI GIURGIU

### HOTĂRÂRE

privind aprobarea noii durate de implementare  
și a cheltuielilor estimate aferente finalizării proiectului cu titlul  
**"Reconstruirea și punerea în valoare a siturilor culturale reprezentative din  
Euroregiunea Ruse - Giurgiu"**, Cod Proiect ROBG 424", finanțat în cadrul  
Programului INTERREG VA România Bulgaria 2014-2020

### CONSILIUL LOCAL AL MUNICIPIULUI GIURGIU

întrunit în ședință extraordinară,

Având în vedere:

- Referatul de aprobare al Primarului Municipiului Giurgiu nr. 108007/21.11.2023;
- Raportul de specialitate al Direcției Programe Europene nr. 108170/22.11.2023;
- Avizul Comisiei administrație publică locală, juridic și de disciplină;
- Avizul Comisiei buget-finanțe, administrarea domeniului public și privat;
- Prevederile art.2, lit.b și art.3 din Instrucțiunea 14/2023 emisă de Autoritatea de Management pentru Programul Interreg V-A România Bulgaria, privind închiderea proiectelor finanțate în cadrul Programului Interreg V-A România-Bulgaria 2014 - 2020;
- Contract de co-finanțare nr. 83539/20.07.2018;
- HCL nr.232/19.06.2018 privind aprobarea bugetului proiectului;
- Prevederile art. 41 din Legea nr. 273/2006 privind finanțele publice locale cu modificările și completările ulterioare;

În temeiul art. 129, alin. (1) și alin. (2), lit. b, art. 139 alin. (1) și art. 196, alin. (1) lit. a din O.U.G. nr. 57/2019 privind Codul Administrativ, cu modificările și completările ulterioare,

## HOTĂRĂȘTE:

**Art.1.** Se aprobă implementarea activităților proiectului cu titlul *„Reconstruirea și punerea în valoare a siturilor culturale reprezentative din Euroregiunea Ruse - Giurgiu”*, după data de 31 decembrie 2023, în scopul realizării integrale a acestora, atingerii indicatorilor, rezultatelor și obiectivelor propuse și asigurării funcționalității proiectului, până la termenul aprobat în acest sens la nivelul contractului de finanțare, dar nu mai târziu de 31 decembrie 2024.

**Art.2.** Se aprobă susținerea de la bugetul local după data de 31 decembrie 2023, a tuturor cheltuielilor necesare pentru implementarea și operationalizarea proiectului în scopul finalizării integrale a acestuia.

**Art.3.** Prezenta hotărâre se va comunica Primarului Municipiului Giurgiu, Instituției Prefectului - Județul Giurgiu, în vederea exercitării controlului cu privire la legalitate, Direcției Economice și Direcției Programe Europene din cadrul Aparatului de specialitate al Primarului Municipiului Giurgiu, pentru ducerea la îndeplinire.

PREȘEDINTE DE ȘEDINȚĂ,

## REFERAT DE APROBARE

Municipiile Giurgiu și Ruse implementează proiectul transfrontalier **"Reconstruirea și punerea în valoare a siturilor culturale reprezentative din Euroregiunea Ruse - Giurgiu"**, Cod Proiect ROBG 424, aprobat pentru finanțare în cadrul Programului INTERREG V-A România-Bulgaria 2014-2020, Axa Prioritară 2 - O Regiune Verde. Obiectivul de investiții în municipiul Giurgiu îl constituie **"Valorificarea Cetatii Giurgiu și integrarea acesteia într-un circuit turistic"**.

În baza prevederilor Instrucțiunii nr.14/2023 emisă de Autoritatea de Management pentru Programul INTERREG V-A România Bulgaria, privind închiderea proiectelor finanțate în cadrul Programului Interreg V-A România-Bulgaria 2014 - 2020, art.3, respectiv *„beneficiarii vor iniția, cereri de modificare ale contractului de finanțare în vederea stabilirii unui nou termen de finalizare a proiectului, pentru atingerea obiectivelor și pentru a-i asigura funcționalitatea deplină, suportând din resurse proprii toate cheltuielile efectuate după 31 decembrie 2023”*.

Având în vedere că activitățile proiectului sunt estimate a fi finalizate după 31 decembrie 2023, dar nu mai târziu de 30 aprilie 2024 (cu posibilitatea depășirii acestei date, până cel târziu la 31 decembrie 2024), inițiez proiectul de hotărâre cu următoarea titulatură:

*Proiect de hotărâre privind aprobarea noii durate de implementare și a cheltuielilor estimate aferente finalizării proiectului cu titlul "Reconstruirea și punerea în valoare a siturilor culturale reprezentative din Euroregiunea Ruse - Giurgiu", Cod Proiect ROBG 424", finanțat în cadrul Programului INTERREG VA Romaia Bulgaria 2014-2020.*

Direcția Programe Europene va întocmi raportul de specialitate, va redacta proiectul de hotărâre și le va prezenta spre avizare Comisiei buget-finanțe, administrarea domeniului public și privat și Comisiei administrație publică locală, juridic și de disciplină.

P R I M A R,  
ANGHELESCU Adrian

## RAPORT DE SPECIALITATE

### I. TEMEIUL DE FAPT

Prin referatul de aprobare nr. 108007/21.11.2023, Primarul Municipiului Giurgiu a inițiat proiectul de hotărâre *privind aprobarea noii durate de implementare și a cheltuielilor estimate aferente finalizării proiectului cu titlul "Reconstruirea și punerea în valoare a siturilor culturale reprezentative din Euroregiunea Ruse - Giurgiu", Cod Proiect ROBG 424*, finanțat în cadrul Programului INTERREG VA România Bulgaria 2014-2020.

### II. TEMEIUL DE DREPT

Conform art.136, alin.(3), lit "a" și alin. (8) din O.U.G. nr. 57/2019 privind Codul Administrativ, Direcția Programe Europene, în calitate de compartiment de resort, a analizat și elaborat prezentul raport în termenul prevăzut de lege.

### III. ARGUMENTE DE OPORTUNITATE

Municipiile Giurgiu și Ruse implementează proiectul transfrontalier *"Reconstruirea și punerea în valoare a siturilor culturale reprezentative din Euroregiunea Ruse - Giurgiu"*, Cod Proiect ROBG 424, aprobat pentru finanțare în cadrul Programului INTERREG V-A România-Bulgaria 2014-2020, Axa Prioritară 2 - O Regiune Verde. Obiectivul de investiții în municipiul Giurgiu îl constituie *"Valorificarea Cetății Giurgiu și integrarea acesteia într-un circuit turistic"*.

Conform prevederilor Instrucțiunii nr.14/2023 emisă de Autoritatea de Management pentru Programul Interreg V-A România Bulgaria, privind închiderea proiectelor finanțate în cadrul Programului Interreg V-A România-Bulgaria 2014 - 2020, art.2, litera b *„activitățile proiectului sunt estimate a fi finalizate după 31 decembrie 2023, dar până la 30 aprilie 2024 (cu posibilitatea depășirii acestei date, până cel târziu la 31 decembrie 2024) și art.3 „în cazul proiectelor care se încadrează în situația prevăzută la articolul 2, litera b), beneficiarii vor iniția, până cel târziu la data de 15 noiembrie 2023, cereri de modificare ale contractului de finanțare în vederea stabilirii unui nou termen de finalizare a proiectului, pentru atingerea obiectivelor și pentru a-i asigura funcționalitatea deplină, suportând din resurse proprii (buget local) toate cheltuielile efectuate după 31 decembrie 2023”*.

În scopul finalizării proiectului, municipiul Giurgiu a transmis către finanțator în data de 14.11.2023, o solicitare de modificare a contractului de finanțare în vederea stabilirii unui nou termen de finalizare a proiectului, astfel, activitățile urmand a fi

finalizate după 31 decembrie 2023, dar până la 30 aprilie 2024 (cu posibilitatea depășirii acestei date, până cel târziu la 31 decembrie 2024).

În urma transmiterii solicitării de modificare a contractului de finanțare, Biroul Regional de Cooperare Transfrontalieră Calarasi a cerut în data de 15.11.2023 prin intermediul partenerului Lider - Municipiul Ruse, o serie de documente necesare, printre care și Hotărârea Consiliului Local prin care se aprobă susținerea de la bugetul local după data de 31 decembrie 2023 a tuturor cheltuielilor necesare pentru implementarea și operationalizarea proiectului în scopul finalizării integrale a acestuia.

Mentionăm că în acest moment lucrările la obiectivul de investiții sunt finalizate în proporție de 95%. Restul de 5% rămas de executat, reprezintă de fapt lucrările de branșare la utilități (apa și curent electric), care nu sunt în sarcina constructorului, ci în responsabilitatea Municipiului Giurgiu. Întrucât acest tip de lucrări nu sunt executate direct de Primăria Giurgiu, ci de societăți/firme specializate/abilitate să execute branșări, pentru contractarea acestora este necesară parcurgerea procedurilor legale în vigoare, proceduri care sunt de durată.

Având în vedere că termenul actual de finalizare al proiectului este de 30.11.2023, este necesară prelungirea perioadei de implementare, conform instrucțiunii 14/2023, pentru a putea fi executate bransamentele la apa și curent electric și pentru recepția lucrării.

În acest scop, propunem spre dezbateră și aprobare Consiliului Local al municipiului Giurgiu *proiectul de hotărâre privind aprobarea noii durate de implementare și a cheltuielilor estimate aferente finalizării proiectului cu titlul "Reconstruirea și punerea în valoare a siturilor culturale reprezentative din Euroregiunea Ruse - Giurgiu", Cod Proiect ROBG 424", finanțat în cadrul Programului INTERREG VA Romaia Bulgaria 2014-2020.*

#### **IV. REGLEMENTĂRI LEGALE INCIDENTE**

Proiectul de hotărâre are ca temei legal prevederile Programul INTERREG V-A Romaia Bulgaria 2014-2020.

#### **V. CONCLUZII ȘI PROPUNERI**

Proiectul de hotărâre întrunește condițiile legale și de oportunitate și propunem dezbateră și aprobarea sa în ședința Consiliului Local.

Director Executiv,  
Ianca MECA

Responsabil proiect,



**INSTRUCTION No.14  
FOR BENEFICIARIES  
on the closure of projects financed under the Interreg V-A Romania-Bulgaria  
Programme**

Having in mind the provisions of art. 7 Rights and duties of the parties, section Managing Authority of the subsidy contract, art. 7 Rights and duties of the parties, section Managing Authority of the co-financing contract, art. 6 Rights and duties of the parties, section Managing Authority of the monitoring agreement, paragraphs related to the right of the Managing Authority to modify the provisions of the contract unilaterally through instructions issued by the Head of the Managing Authority,

Considering the Commission Notice - Guidelines on the closure of operational programmes adopted for assistance from the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and cross-border cooperation programmes under the Instrument for Pre-accession Assistance (IPA II) (2014-2020) 2022/C 474/01,

The Monitoring Committee written consultation procedure regarding the MC approval of the Action Plan for Closure of the Interreg V-A Romania-Bulgaria Programme (Monitoring Committee Decision no.288/20.02.2023),

The necessity to timely address the necessary measures concerning the closure of projects financed under the Interreg V-A Romania - Bulgaria Programme and in order to meet the dead-lines set up in regulations and EC closure guidelines, for a smooth closure of the Programme,

the Managing Authority issues the following:

**INSTRUCTION FOR BENEFICIARIES**

**Article 1** The final date for eligibility of expenditure (including payment), of the implementation period under Interreg V-A Romania - Bulgaria Programme according to the EC Regulation 1303/2013 article 65(2) is **31<sup>st</sup> of December 2023**. All expenditure incurred or paid after the respective date cannot be requested for reimbursement and shall be supported by the lead beneficiaries and partners from their own budget.

In addition, the beneficiaries should request opening of partner report/s in order to include the suspended costs (costs considered in "Sitting ducks" in eMS) in order to apply the final decision for establishing of financial correction, if any, within 5 working days after receiving the final decision (NA/Court decision).

**Article 2** - Based on the stage of implementation of the project, the legal representative of each lead partner of the projects under implementation, shall submit to the JS until **15<sup>th</sup> of October** a statement declaring either that:

- a) All projects' activities shall be finalized and the indicators and results shall be achieved until the latest **31<sup>st</sup> of December 2023**;



or

- b) The project activities are estimated to be finalized **after 31<sup>st</sup> of December 2023 but until 30<sup>th</sup> of April 2024** (with the possibility to exceed this date, **until the latest 31<sup>st</sup> of December 2024**), from their own budget, in order to ensure the project functionality;

or

- c) The project activities are estimated to be implemented and some of the indicators and results shall be achieved **after 31<sup>st</sup> of December 2023, but until the latest 31<sup>st</sup> of December 2026** from their own budget.

In all cases (a, b or c), the lead beneficiaries shall fill in and attach to the above-mentioned statement, the Annex 1 to the present Instruction, including relevant information regarding the status of the project's implementation and the contribution to the indicators.

**Article 3** - In case of projects falling in the situation foreseen in article 2, point b) above, the Lead Beneficiaries shall initiate, by the latest on 15<sup>th</sup> of November 2023, modification requests for amending the subsidy contract in order to set a new deadline for completion of the project, to fully its objectives and to ensure its full functionality, by bearing from their own resources (budget) all the expenses incurred after 31<sup>st</sup> of December 2023. The beneficiaries have the obligation to complete the project/operation in question and to submit the final project implementation report by the latest 31<sup>st</sup> of December 2024. The respective requests shall be duly justified, shall include a clear and realistic deadline for finalization of the project, shall be accompanied by a decision of the empowered person/body for approval of the non-eligible costs (incurred and paid after 31<sup>st</sup> of December 2023) and shall be subject of approval by the Monitoring Committee of the Interreg V-A Ro-Bg Programme. The projects in this category shall be included by the Programme on the list of the non-finalized projects.

**Article 4** - In case of projects falling in the situation foreseen in article 2, point c) above, the Lead Beneficiaries shall initiate, by the latest on 15<sup>th</sup> of November 2023, modification requests for amending the subsidy contract in order to set a new deadline for completion of the project, for fulfilling its objectives and indicators and to ensure its full functionality, by bearing from their own resources (budget) all the expenses incurred after 31<sup>st</sup> of December 2023. The beneficiaries have the obligation to fully implement the project/operation in question and to submit the final project implementation report by the latest 31<sup>st</sup> of December 2026. The respective requests shall be duly justified, shall include a clear and realistic deadline for finalization of the project, shall be accompanied by a decision of the empowered person/body for approval of the non-eligible costs (incurred and paid after 31<sup>st</sup> of December 2023) and shall be subject of approval by the Monitoring Committee of the Interreg V-A Ro-Bg Programme. The projects in this category shall be included in the list of non-functional projects in the legal conditions foreseen by art.7 within the Commission Notice - Guidelines on the closure of operational programmes 2014-2020 (2022/C 474/01).

**Article 5** - 15<sup>th</sup> of January 2024 represents the final date until the project partners may request from the First Level Control structures from Romania and Bulgaria verification of all expenditure paid until 31<sup>st</sup> of December 2023. The project partners are recommended and should make all efforts in completing their reporting activities within the deadline set at Programme level. Therefore, it is recommended to request immediately the first level control validation of the expenditure (given that the thresholds for reporting are met), and not to wait until the final request. Thus, many clarifications that might appear during the control process should be clarified before the final first level control request. Failure of the beneficiaries to submit the requests for First Level Control by 15<sup>th</sup> of January 2024 or failure to answer the FLC request for clarifications within the given deadlines or refusing to accept the on the spot verification on the date notified by FLC will result in the FLC declaring all the requested expenditure as non-eligible.



**Article 6 - 15<sup>th</sup> of February 2024** - represents the deadline for the Romanian and Bulgarian First Level Control Units to finalize their verification and issue the final control reports. In case of justified needs the last first level control validation might deviate from the deadline set at Programme level with few days, without jeopardising the performance of follow-up activities.

**Article 7 - 15<sup>th</sup> of March 2024** represents the last date for the Lead beneficiaries to submit the last project reports to Joint Secretariat for the administrative verification. The Lead beneficiary shall take the necessary measures in order to ensure that all partners are submitting their mandatory contributions / reports for drafting the last project report. The Lead beneficiaries are also recommended to start collecting and aggregating the contributions from the project partners even before receiving the final control reports. Considering the short period for verification, the JS may perform on the spot monitoring visits, even before the submission of the final report by the Lead Beneficiary, between 1<sup>st</sup> of January - 15<sup>th</sup> of March 2024. Failure of the Lead Beneficiaries to submit the final report in the eMS system until 15<sup>th</sup> of March 2024 or failure to answer the JS request for clarifications within the given deadlines or refuse to accept the on the spot verification on the date notified by JS may result in total or partial termination of the Subsidy contract.

In case of justified needs the last project report might deviate from the deadline set at Programme level with few days, without jeopardising the performance of follow-up activities.

#### OVERVIEW FOR BENEFICIARIES

**31.12.2023**

- Final date of the implementation period
- Final date until the project partners can pay expenditure made within the projects in order to be considered eligible under Interreg V-A Romania-Bulgaria

**15.01.2024**

- Final date until the project partners may request First Level Control verification from the FLC structures from the Romania and Bulgaria for the expenditures paid until 31<sup>st</sup> of December 2023

**15.03.2024**

- Last date for projects to submit the final project report to JS

**Iulia HERTZOG**  
**Head of the Managing Authority for**  
**Interreg V-A Romania-Bulgaria Programme**

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Project Code: ROBG-424

Cofinancing contract  
from national budget  
No. 83539 / 20.07.2018

The following cofinancing contract between

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

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

represented by

Paul STĂNESCU, Vice-Prime Minister and Minister of Regional Development and  
Public Administration

and

Territorial Administrative Unit - Giurgiu Municipality: No. 49-51, Bucharest  
Street, Giurgiu Town, Giurgiu County, Romania, fiscal registration number  
4852455,

represented by Mr. Nicolae BARBU, Mayor

hereinafter referred to as Partner

is concluded on the basis of:

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

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

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

#### **§ 1 Object**

- 1) The object of this contract is the award of national cofinancing by the MA for the implementation of the project ROBG-424, "Reconstruction and display of iconic cultural sites high tourism potential in the Euroregion Ruse-Giurgiu", herein referred to as "project", according to the decision of the Monitoring Committee no. 72/ 22.03.2018 in Veliko Tarnovo.
- 2) The Partner receives financing in the terms and conditions stipulated by the present contract. The annexes are part of the contract; the Partner must observe the provisions of both the contract and its annexes.
- 3) The Partner accepts the funding and shall implement the part of the project for which it is responsible in due time according to the provisions of the present contract and of the national and European legislation.

#### **§ 2 Duration of the contract**

- 1) The contract becomes effective on the date the last party signs. The last party signing has the obligation to note the date.
- 2) This contract is effective under the condition that subsidy contract is valid. Thus, the contract ends at the same date as the subsidy contract between the lead beneficiary and MA.
- 3) The implementation of the project starts the day after when the subsidy contract becomes effective.
- 4) The implementation period of the project is 36 months. The

implementation period cannot exceed the 31st of December 2023.

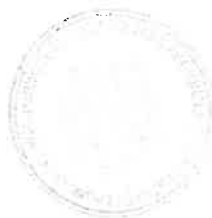
- 5) The co-financing contract ends in 5 years from the final payment to the partner.

### **§ 3 Budget of the project**

- 1) The total eligible value is 1,426,760.12 EUR (non-refundable financing and the contribution of the partners), out of which:
  - a) 1,212,746.09 EUR ERDF, representing maximum 85%
  - b) 185,464.57 EUR State Budgets Cofinancing, representing maximum 13%
  - c) 28,549.46 EUR Partner's own contribution
- 2) The non-eligible value is in amount of 246,880.83 EUR and shall be supported by the LB and partners according to the approved budget.
- 3) The total estimated net revenue is in amount of 0.00 EUR. The additional net revenue generated during implementation of the project, resulting from sources of revenue not taken into account in determining the potential net revenue of the project, shall be deducted from the eligible expenditure of the project.
- 4) Where it is objectively not possible to determine the revenue in advance based on the method set out in Article 61 paragraph 3(b) of Regulation 1303/2013, the net revenue generated within three years of the completion of the project, or by the deadline for the submission of documents for Programme closure, whichever is the earliest, shall be deducted from the project eligible value.

### **§ 4 Value of the contract**

- 1) The value of the present contract is 64,810.16 EUR/ sixty four thousand eight hundred ten euro and sixteen eurocents, representing the value of the financing from the MA budget from the total eligible value of the project, proportional to the eligible value of the activities realized by the partner and according to Annex-Budget. MA commits itself to transfer these funds to the partner, in Lei representing maximum 13% of the total eligible value of the activities realized by the partner.
- 2) Irrespective of possible fluctuation between the exchange rate used for calculation of lei amounts hereunder at the moment when the contract is signed and the exchange rate applicable at the date when any amounts are paid by the MA to the partner, the total value of the contract in Euro cannot be increased.



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

#### **§ 5 Eligibility of Expenditures**

- 1) The starting date for the eligibility of expenditure is the first day after selection of the project by the Monitoring Committee. Expenditures for the project must be paid at the latest within 2 months after the implementation period, as mentioned in Article 2(4), but not later than 31.12.2023. Expenditures committed after the finalization of the implementation period shall not be eligible. In case the project is not finalized during the eligibility period of expenditures, the partner shall ensure from its own budget the necessary funds for the finalization of the project, according to the last approved Application Form.
- 2) Expenditure is incurred when the activity that has generated the expenditure (for example the works executed in accordance with the conditions of the contract) has been completed or the services foreseen in a contract have been provided and accepted by the partners. Proof of expenditures incurred relates to supporting documents indicating the completion of the activity, for instance take over certificates or confirmation of service delivery.
- 3) The expenditures related to the project are eligible provided that they observe the provisions of Annex 4 List of eligible expenditures applicable to Priority Axis 1-5, the applicable European and national legislation in force. The rules stated in the Applicant's Guide related to ceilings must be observed.
- 4) As an exception from the provisions of paragraph 1, preparation costs are

eligible if they were incurred between 1<sup>st</sup> of January, 2014 and the submission of the Application Form.

- 5) All preparation costs shall be requested for reimbursement in the first project report, otherwise they will be considered non-eligible expenditure.

#### **§ 6 Advance payment and reimbursing the expenditures**

- 1) An advance may be granted, at request, in an amount of maximum 60% from the value of the present contract.
- 2) In order to receive the advance, the partner must send an advance request in original to the MA. This request shall stipulate the percent and the bank account, and the MA shall ensure the availability of advance payments on the basis of financial flows drafted on the basis of advance requests.
- 3) The MA shall verify the request for advance in maximum 15 days from the registration date at the MA level. The MA may suspend this deadline in case clarifications, modifications or other additional information are needed, data that must be provided by the partner in maximum 5 working days from the request. The deadline shall be recalculated from the date when the MA receives the requested information/clarifications/additional documents.
- 4) The MA shall transfer the advance to the partner in maximum 10 days from the date of the approval of the advance payment request. The payment date is considered to be the date when the payment is done from the MA account.
- 5) The advance will be recovered by deducting entirely the State Budget co-financing (13%) from the eligible value of the next project reports from the financing source they were granted.
- 6) The entire advance shall be recovered before the last project report.
- 7) If the advance was not recovered before the final payment or before the contract is terminated, the amounts not recovered must be paid by the partner to the MA in 15 days from the MA's notification; the partner has the obligation to send to the MA a copy of the payment order, in 5 working days from the paying date, in order to justify the transfer of the amounts. In case the amounts are not repaid in 15 days from MA's notification, the MA shall issue a decision to recover the advance. The partner must repay the amounts mentioned in the recovering decision in maximum 30 days from the date of communicating the decision.
- 8) In case the partner does not send the amounts to the MA in due time, the MA may charge penalties equal with the reference interest rate of the National Bank of Romania, in force at the date of communicating the decision to recover the advance. The penalties are calculated to the value



that has to be recovered; the final payment is done only after recovering the unduly paid amounts.

- 9) The interest of the funds transferred by the MA must be resent to the MA, because it is an ineligible expenditure.
- 10) The total amount each partner commits to spend and request for first level control by the end of the month marking the half of the implementation period is provided below.

Month of implementation	Amounts <sup>1</sup> to be requested for FLC	
	LB	P2
<b>Total of amounts requested for FLC at half of the implementation period (month 18)</b>	<b>15,000</b>	<b>55,000</b>
<b>Partner's total budget</b>	<b>928,182</b>	<b>498,578</b>

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

<sup>1</sup> Amounts will be introduced in Euro, rounded, without decimals



- a) 10% decommitment will apply to the budget of the beneficiaries in case the project indicators were reached lower than 75% of the initial project indicators (average at project level considering all indicators)
- b) 25% decommitment will apply to the budget of the beneficiaries in case the project indicators were reached lower than 50% of the initial project indicators (average at project level, considering all indicators)
- c) In case the project did not contribute to the result indicators (a non-quantifiable one) a 10% decommitment will apply to the budget of the beneficiaries

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

- 14) In case of a decision on the decommitment of the project the Lead beneficiary shall submit to the MA a revised budget and Application Form, if the case, reflecting the decommitment, within two weeks following the receipt of MA's notification. In case of failure to respect the deadline, the decommitment shall be applied proportionally to all budgetary lines. The modification of the contract in case of decommitment at project level shall take the form of a decision of the representative of the Managing Authority signing the contract, which will be notified to the LB/partners, and which becomes part of the contract.
- 15) In case of decommitment the Lead beneficiary together with the partners may decide to give up financing, but in this case all the funds reimbursed shall be recovered by the Managing Authority. The decommitment shall be done without prejudice for partners' obligation to implement all the activities and achieve all the results, according to the approved application form.
- 16) In case partners decide not to externalize activities, as foreseen in the approved Application Form, and decide to implement them "in house", without requesting the reimbursement of the respective amounts from the Programme, the project budget shall be reduced automatically with the respective amounts. To this end the partners have the obligation of informing the MA in due time, through the LB, regarding the decision taken and request the reduction of the budget. The reduction of budget shall take the form of a decision of the representative of the Managing Authority signing the contract, which will be notified to the partners, and which becomes part of the contract.
- 17) A first level control system has been established both in Romania and Bulgaria in order to check the expenditure made by the project partners from each country. Therefore, each partner has the obligation to ensure that its expenditures are checked and validated by a controller from the state on whose territory it is located, before the project report is submitted.



- 18) The partners have to submit all supporting documents and partner reports for their share of activities and expenditure in the project based on the conditions provided hereunder, in the Programme Implementation Manual, e-MS manual and in the applicable legislation. The partners must present all documents to the controllers in order to be verified.
- 19) The project report including both financial and physical progress of the project submitted by the LB shall contain only validated expenditure and shall be supported by the First Level Control Report issued by the controllers of the project partners. The expenditures that were not validated by the controllers are deemed to be non-eligible for the programme and shall not be requested for reimbursement.
- 20) The lead beneficiary receives all ERDF amounts and will transfer the received ERDF amounts to all partners within 5 working days and will make no deduction, retention or further specific charge from the ERDF amounts it receives.
- 21) The partner will receive the 13%, in Lei from the national budget directly, in the account indicated, and opened separately for this project, according to the contribution of the partner to the project. The expenditures resulted from the exchange rate risk are non-eligible expenditures for the project.
- 22) The expenditure incurred in a currency other than the euro shall be converted into euro by using the monthly accounting exchange rate of the Commission in the month during which that expenditure was submitted for verification to the first level controller.
- 23) The partners through the lead beneficiary have to provide proof of progress of activities and expenditure of the project as described in the approved application. Therefore the lead beneficiary must include in a project report both physical and financial progress of the project. The instructions presented in the reporting models must be followed exactly.
- 24) The final Project Report has to be submitted to the JS at the latest within five months after the end date of the implementation period of the project.
- 25) In case an irregularity is committed, the partner is responsible for reimbursing the entire amount to the MA.

## **§ 7 Rights and duties of the parties**

### **Partner**

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

- 1) The partner has the obligation to start the implementation of the project at

the date stipulated at article 2, paragraph 3 from the present Contract.

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

- h) to submit partner reports reflecting their share of activities and expenditure, according to the application form and defined periods in the electronic system and based on the conditions provided hereunder, in the Programme Implementation Manual, e-MS manual and in the applicable legislation.
  - i) to submit all necessary documents/information in due time in order for the lead beneficiary to submit project reports;
  - j) have a proper analytical accounting system and an separate bank account in "lei"; the accounting system must be in line with the national legislation;
  - k) to observe the provisions from the Visual Identity Manual (available on the Programme website [www.interregrobg.eu](http://www.interregrobg.eu));
  - l) to reply to any written requests from the lead beneficiary, MA, NA, JS or any other bodies involved in the implementation of the Programme in the deadlines stipulated in the respective requests;
  - m) to provide the assessors carrying out the Programme evaluation and ex post evaluation of the Programme according to Articles 55, 56 and 57 of Regulation (EU) No 1303/2013 with any document or information necessary to assist the evaluation.
- 6) The partner declares on its own responsibility that the project is not being financed from national or European public funds, and that it did not receive any financing from national or European Programmes;
  - 7) Any goods or rights resulted from the implementation of the project, including author rights and/or any other rights resulted from the execution or as a result of the execution of the contract, except the case where such rights were present before the contract, are the property of the partner;
  - 8) The partner takes full responsibility for the damages caused to third parties from its own fault during the implementation of the project. MA and lead beneficiary have no responsibility for the damages caused to third parties as a result of executing the contract, except the case when the damage is the direct result of the partner following an express instruction from the MA/NA/ lead beneficiary;
  - 9) The Partner cannot mortgage or impose any other form of bank guarantee on the goods purchased from the financing throughout the implementation period of the project and 5 years after the final payment.
  - 10) By exception from the provisions of the previous paragraph, the partner may mortgage or impose other form of bank guarantee on the capital asset/s that represent/s the subject of financing throughout the implementation period of the project, provided the value of the credit



obtained does not exceed the total value of the partner's budget.

- 11) The partner, via the Lead Beneficiary has to inform the Managing Authority and present the following documents in maximum 10 working days from the signing of the contract:
  - a. The evaluation of the asset (if the asset was already delivered), performed by a bank or independent evaluator.
  - b. A copy of the contract or, in case of mortgage a copy of the documents related to the registration of the mortgage in the relevant public registers.
- 12) The Managing Authority reserves the right not to agree with the mortgage or with other form of bank guarantee.
- 13) In case the bank/institution where the credit was obtained imposes on the partner to use its own account, then all the expenditures related to the project implementation must be performed from the respective account.
- 14) In case of projects comprising investment in infrastructure or productive investment, the Lead Beneficiary shall reimburse the MA the amounts received if within 5 years of the final payment it is subject to any of the following:
  - a) a cessation or relocation of a productive activity outside the Programme area;
  - b) a change in ownership of an item of infrastructure which gives to a firm or a public body an undue advantage;
  - c) a substantial change affecting its nature, objectives or implementation conditions which would result in undermining its original objectives
- 15) The partner understands and agrees that MA has delegated tasks to the JS, according to the Implementing Agreement concluded between the MA and the JS and therefore the partner agrees to cooperate with the JS in the same way as with the MA.
- 16) In duly justified cases, not imputable to the partners, when a partner is in impossibility of fulfilling its obligations according to the contract, the partner may request through the Lead Beneficiary and with the written agreement of all partners, the suspension of the implementation period, for a clearly determined period of time. After verifying the conditions, the MA may approve, under its specific conditions, through a written decision of the representative of MA signing the contract, the suspension of the contract starting with the date indicated by the partner. The partner requesting the suspension of the implementation period has the obligation to inform MA in maximum 3 days from the date when he took notice of the

situation, in any written form (including e-mail) and the Lead Beneficiary has the obligation to submit all the relevant documents in maximum 5 working days, including the written agreement of all partners. The suspension may be requested only once during the implementation period. During the suspension period no activity shall be performed by any of the project partners.

- 17) The Partner is at all times obliged to retain for audit purposes all files, documents and data about the project on customary data storage media in a safe and orderly manner.
- 18) During the implementation period of the project as well as after the end of the implementation period of the project, for a 3 years period after the official closure of Interreg V-A Romania-Bulgaria Programme, the partner has the obligation to preserve and to present, to the Joint Secretariat (JS, within the Regional Office for Cross-Border Cooperation Calarasi, Romania), MA, Certifying Authority (CA, within the Romanian Ministry of Regional Development and Public Administration), Audit Authority (AA, within the Romanian Court of Accounts), European Commission (EC), European Court of Auditors and any other body designated to perform controls on the use of the financing, all project documents, including the inventory for the actives gained as a result of using the funds. The time period shall be interrupted either in the case of legal proceedings or by a duly justified request of the Commission. The documents must be properly archived. Also, the MA must be informed on the location of these documents.
- 19) The Partner must observe the recommendations received after an audit control, otherwise the MA has the right to terminate the contract.
- 20) In case of remaining funds/economies, the Partner, via the Lead Beneficiary must notify the MA within 15 days following the finalization of implementation of the public procurement contracts at project level. The LB must clearly specify in the notification the amounts of the remaining funds and if there is a need of re-using these within the project.

#### **Managing Authority**

- 1) The MA shall inform the partner, directly or through the lead beneficiary, on any reports, conclusions or recommendations made by the European Commission that may affect the implementation of the present contract.
- 2) Additional obligatory deadlines to submit a project report may be set by the MA in order to avoid decommitment of ERDF contribution at Programme level. The additional deadlines shall be communicated at least 2 months in advance to the LB.
- 3) In case one of the obligations of the partner is not fulfilled, the MA may suspend the execution of the contract.

- 4) In case of suspending the subsidy contract, the MA may suspend the execution of the present contract.
- 5) In case of suspending the contract, the MA notifies the partner regarding this decision, suspension period, corrective measures and also the related financial measures. The MA also notifies the partner when the suspension period is finished before the initially set deadline.
- 6) The MA has the right to decide on the eligibility of expenditure related to the project reports.
- 7) The MA is entitled to verify and to control the proper use of funds by the partner. The verifications to be carried out by the managing authority shall cover administrative, financial, technical and physical aspects of the project, as appropriate. The MA shall be responsible for the control of the proper use of funds by the LB or by its partners, in particular through preventing, detecting and correcting irregularities and recovering amounts unduly paid together with interest on late payments where appropriate.
- 8) The responsible auditing bodies of the EU and the two partner states and, within their responsibility, the Audit Authority from Romania and the group of auditors as well as the MA are entitled to audit the proper use of funds by the LB or by its project partners or arrange for such an audit to be carried out by authorized persons.
- 9) MA is entitled to verify the sustainability of the project for a period of 5 years after the final payment.
- 10) The MA shall authorize all eligible expenditures related to the project reports submitted by the LB, as per the First Level Control Reports issued by the FLC and recommendation of the JS.
- 11) The Managing Authority has the right to modify the provisions of the contract unilaterally through instructions issued by the Head of the Managing Authority, which shall be communicated to the Partners and posted on the Programme's website, [www.interregrobg.eu](http://www.interregrobg.eu). The instructions shall become part of the contract.
- 12) The MA is entitled to publish data regarding the project in accordance with Article 115(2) of Regulation (EU) no. 1303/2013.
- 13) The Managing Authority may decommit/use the remaining funds following the finalization of public procurement procedures and/or public procurement contracts at project level.

## § 8 Publicity

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



- b. participation, whenever requested, in other events organised by the Programme with the purpose of presenting/ discussing/ developing/ sharing project results and creating synergies with other projects and relevant organisations.
- c. providing a visible link on the project's website to the Programme website.

### **§ 9 Confidentiality**

- 1) With the exception of the situations foreseen at Article 7, paragraph 18 and article 8 of the present contract, the Managing Authority and the Partner undertake to preserve the confidentiality of any document, information or other material communicated to them in confidence until at least five years from the official closure of the Programme. The release of information to persons involved in implementing / verifying / controlling / auditing the project shall be performed on confidential basis and shall cover the information that is necessary for implementing the project.
- 2) The data used for publicity purposes for informing on and promoting the use of ERDF funds shall not be considered as having confidential status.
- 3) The Managing Authority has the right to release information regarding the project at the request of public institutions, investigating the project.
- 4) The contracting party shall bare no responsibility for releasing information on the contract if:
  - i. the information was released with the written agreement of the other contracting party; or
  - ii. the contracting party was legally forced to release the information.
- 5) Failing to observe the confidentiality obligation gives the damaged party the right to claim compensations from the damaging party.

### **§ 10 Conflict of interests**

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



### § 11 Irregularities and recovery of the funding

- 1) "Irregularity" according to the current Contract means any breach of the Union law, or of the national law relating to its application, resulting from an act or omission by an economic operator involved in the implementation of the ESI Funds, which has, or would have, the effect of prejudicing the budget of the Union by charging an unjustified item of expenditure to the budget of the Union
- 2) MA shall show zero tolerance to any suspected cases of fraud and shall take all necessary measures to prevent and correct such cases.
- 3) In case of irregularity, MA shall impose to the partner all the necessary measures for the elimination or diminishing of the consequences upon project implementation.
- 4) MA may suspend or terminate the contract in the case in which the partners do not fulfill the measures imposed.
- 5) If before the deadline of the suspension period of the contract execution, the partner fulfills the corrective measures established by the MA and also of his financial corrections, the MA notifies JTS and the partners regarding the starting of contract execution, mentioning the date from which this starts.
- 6) If until the expiration of the suspension period, the partner does not fulfill the corrective or financial measures established by MA, MA decides the termination of the contract.
- 7) In case of terminating the contract, the MA notifies the partner regarding this decision and the related financial measures. In this case, within 30 days from receiving such notification, the LB and/or project partners shall fully return the amounts specified in the notification, without deducting any bank charges.
- 8) In case of irregularities committed after the ending of the implementation period of the project, the partner has the obligation, in 30 days from the receiving date of the notification from the MA, to reimburse the amounts unduly paid including the bank costs.
- 9) Any extra payment done by the MA is considered unduly paid amount, and the partner has to repay the respective amounts in 30 days from the receipt date of the notification from the MA.
- 10) In case the irregularity is discovered before the final payment, the MA is entitled to diminish the reimbursed amount starting with the next payment until the total recovery of the debt, to which it is added the bank charges.
- 11) In case the irregularity resulting in an unduly paid amount is discovered

after the final payment and the debt was not entirely recovered, the MA shall notify the partner regarding the unduly paid amount, and the partner has the obligation to return, in 30 days from the receiving date of the notification, the amount, including bank charges.

- 12) Starting the 31st day from the deadlines stipulated at paragraphs 7, 8, 9, 11 delay penalties bigger with one and a half point than the rate applied by the Central European Bank from the first working day from the month of the deadline date will be calculated to the owed amounts.
- 13) The partner bares the bank charges resulted from the reimbursing of the amounts to the MA.
- 14) MA shall show zero tolerance to any suspected cases of fraud and shall take all necessary measures to prevent and correct such cases.
- 15) In case financial corrections are applied by the European Commission to the Programme with regard to the performance framework, according to Article 22 of Regulation (EU) No. 1303/2013, the Managing Authority may decide to cover the financial correction from the projects' budgets which have not achieved their indicators.
- 16) In case the European Commission applies financial corrections to the Programme on the basis of extrapolation or flat rate, the Managing Authority may decide to cover these corrections from the projects' budgets, concerned by the corrections.
- 17) In case of observations and/or reservations raised by the Commission on the description of the Management and Control System of the Interreg V-A Romania-Bulgaria Programme or in case of a system error detected, the MA has the right to temporarily withhold payments to a particular partner (LB or P) or the project as a whole. Payment suspension(s) shall be lifted as soon as observations and/or reservations raised by the Commission have been withdrawn and the MA has received sufficient evidence on the solution of the systemic error(s) detected.

#### **§ 12 Assignment, legal succession**

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

### § 13 Amendment

- 1) With the exception of the situations foreseen at Articles 6(14), 6(16), 7(16) - Partner section and 7(11) - Managing Authority section of the present contract, any modification to the present contract shall be done with the agreement of both parties.
- 2) Any request for modification of the present contract has to be justified and submitted by the LB to the Joint Secretariat in a written form, as regulated in the Programme's Implementation Manual with minimum 30 days before the addendum is intended to produce its effects. The Joint Secretariat will analyze the request and may request additional information from LB and other clarifications (if the case) and submits the request of modification for approval to the Managing Authority or the Monitoring Committee according to the type of the modification requested. The Addendum to the present contract has to be signed by both parties according to the approval of the Managing Authority /Monitoring Committee. The Managing Authority/Monitoring Committee has the right to refuse the proposed modifications by the partner (or part of them) for which justification was not provided and which were not considered acceptable. In case the proposed modification was refused by the Managing Authority, it cannot be requested again.
- 3) The LB has to request the modification of the Subsidy Contract by addendum in the following cases:
  - a) changes in the partnership;
  - b) substantial changes in the content of the project;
- 4) Further detailed rules describing cases of substantial changes in the content of the project are set in the Programme's Implementation Manual, available on the Programme's website [www.interregrobg.eu](http://www.interregrobg.eu).
- 5) The last request for modification of the contract should be submitted two months before the end date of the project.
- 6) As an exception from the provisions of paragraphs 2 and 3 of the present article, other changes in the project will not require contract modification by addendum, but the LB has to notify the Joint Secretariat in each case at the moment when the changes occurs. The JS will verify that the project change does not fall under cases regulated in point 3 and will inform the LB without any delay if it requires subsidy contract modification.
- 7) Addenda become effective the day of their signing by the last party. Modifications incurred in the respective national/European applicable legislation with impact on the implementation of the contract, become effective from the date the respective legal act enters into force without being confirmed through an Addendum.

#### § 14 Termination

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

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

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

### **§ 15 Force majeure**

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



date of this period in order to agree on how to continue, modify or terminate the Contract.

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

### § 16 Correspondence

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

For the Partner - Territorial Administrative Unit - Giurgiu Town: No. 49-51, Bucharest Street, Giurgiu Town, Giurgiu County, Romania, fiscal registration number 4852455, Postal Code 080047, telephone no. +40 246.211.627 / +40 246.215.631 / +40 737.524.490, fax no. +40 246.215.405, e-mail addresses [primar@primariagiurgiu.ro](mailto:primar@primariagiurgiu.ro) and [iancameca@gmail.com](mailto:iancameca@gmail.com);

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

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

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

### § 17 Final provisions

- 1) In case a dispute arises between the MA and the partner, regarding the implementation of the present contract, a friendly conciliation shall be attempted. The competent legal authorities from Bucharest shall solve the dispute in case no mutual agreement can be reached.
- 2) Romanian law governs the present contract.



- 3) The present contracts forces the parties to observe in all and with good faith every provision, according to the principle of the bindery legal force of the contract between parties.
- 4) If any provision in this contract proves to be wholly or partially ineffective, the parties to this contract undertake to replace it by an effective one which comes as close as possible to the purpose of the ineffective provision.

### § 18 Signatures

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

Annex 1: Budget of the project

Annex 2: Approved application form

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

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

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

- 3) The contract and its Annexes are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:
  - a) Co-financing contract
  - b) Any subsequent amendments of the contract and its Annexes made in accordance with the provisions of Article 13

**Managing Authority**  
 Ministry of Regional Development and  
 Public Administration

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

**Name:** Paul STĂNESCU

**Signature**

**Date**

19.07.2018



**Partner**  
 Territorial Administrative Unit -  
 Giurgiu Municipality

**Legal representative:** Mayor

**Name:** Nicolae BARBU

**Signature**

**Date**

30.07.2018



**ROMÂNIA**



**Județul GIURGIU**  
**CONSILIUL LOCAL AL MUNICIPIULUI GIURGIU**

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**HOTĂRÂRE**

**privind aprobarea bugetului proiectului „Reconstruirea și punerea în valoare a  
siturilor culturale reprezentative din Euroregiunea Ruse-Giurgiu”  
cod proiect RO-BG 424**

**CONSILIUL LOCAL AL MUNICIPIULUI GIURGIU**  
**întrunit în ședință extraordinară,**

Având în vedere:

- expunerea de motive a Primarului Municipiului Giurgiu nr. 25.854/15.06.2018;
- raportul de specialitate al Direcției Programe Europene nr. 25.928/15.16.2018;
- raportul Comisiei buget-finanțe, administrarea domeniului public și privat;
- prevederile Legii nr. 273/2006 privind finanțele publice locale cu modificările și completările ulterioare;
- prevederile Programului INTERREG V-A România Bulgaria 2014 – 2020;
- Scrisoarea de Notificare nr.5759/26.03.2018 a Biroului de Cooperare Transfrontaliera Calarasi.

În temeiul art. 36, alin. (4), lit. „a” și art. 45, alin.(2), lit. "a" din Legea 215/2001, republicată, privind Administrația Publică Locală, cu modificările și completările ulterioare,



## HOTĂRĂȘTE:

**Art. 1** Se aprobă bugetul total al proiectului „*Reconstruirea și punerea în valoare a siturilor culturale reprezentative din Euroregiunea Ruse-Giurgiu*” cod proiect RO-BG 424 (obiectivul de investiții „Valorificarea Cetății Giurgiu și integrarea acesteia într-un circuit turistic”), aprobat pentru finanțare în cadrul Programului INTERREG V-A România Bulgaria 2014 – 2020, Axa Prioritară 2 – O regiune verde, în valoare de **1.426.760,12 Euro**.

Proiectul a fost depus în parteneriat cu Primăria Ruse (Partener Lider).

**Art. 2** Se aprobă bugetul proiectului pentru Municipiul Giurgiu, în calitate de Partener 2, cu valoarea de **745.458,77 Euro** (TVA inclus), din care **498.577,94 Euro** buget eligibil. TVA este considerată cheltuială eligibilă.

**Art. 3** Se aprobă contribuția proprie a Municipiului Giurgiu, în valoare de **256.857,37 Euro**, TVA fiind inclus în această sumă, defalcată după cum urmează:

- 9.976,54 Euro (TVA inclus) reprezintă contribuția proprie de 2% la cheltuielile eligibile;
- 246.880,83 Euro (TVA inclus) reprezintă cheltuieli neeligibile.

Contribuția proprie va fi suportată din Bugetul local - Capitolul 67.02.50, titlul 58.01.

**Art. 4** Primăria Municipiului Giurgiu va asigura disponibilitatea temporară a fondurilor până când acestea vor fi rambursate de Program.

**Art. 5** Prezența hotărâre se va comunica Instituției Prefectului – Județul Giurgiu, în vederea exercitării controlului cu privire la legalitate, Primarului Municipiului Giurgiu, Direcției Economice și Direcției Programe Europene din cadrul Aparatului de specialitate al Primarului Municipiului Giurgiu, pentru ducerea la îndeplinire.

**PREȘEDINTE DE ȘEDINȚĂ,**

**CONTRASEMNEAZĂ,**

Neacsu Liliiana

Băiceanu Liliana

Giurgiu, 19 iunie 2018  
Nr. 232

Adoptată cu un număr de 16 voturi pentru, din totalul de 16 consilieri prezenți

