



## FINANCING CONTRACT

### Strategic partnership project under ERASMUS +<sup>1</sup> CONTRACT NUMBER - 2018-1-RO01-KA203-049412

This contract (hereinafter referred to as the "Contract") is concluded between the following parties:

on the one hand,

The **National Agency** for Community Programs in the Field of Vocational Education and Training, public institution with legal personality, headquartered in Bucharest, Splaiul Independenței nr. 313, Biblioteca Centrală a UPB, corp A, et. 1, sector 6, cod postal 060042, with fiscal code 17306250, or the **National Agency** (hereinafter referred to as the "NA"), represented for the signing of this Contract by Mrs Monica Calotă, Director, acting in accordance with the powers delegated by the European Commission, hereinafter referred to as "the Commission",  
and

on the other hand,

Full Official Name of Coordinator: **UNIVERSITATEA DE MEDICINA ȘI FARMACIE GRIGORE T. POPA DIN IAȘI**

Official Legal Form: Public

Full official address: 16, Universitatii Street, Iasi, 700115, Romania

Tax Registration Code / Single Registration Code: PIC: 996296022,

Erasmus University Charter [e.g. B BRUXEL01]: RO IASI04

With a bank account in EURO:

Exact Name of Account Holder<sup>2</sup>: [REDACTED]

Bank Name [REDACTED]

<sup>1</sup> REGULATION (EU) No 1288/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 December 2013 establishing the "Erasmus +" action: Union program for education, training, youth and sport and repealing Decisions No. 1719/2006 / EC, no. 1720/2006 / EC and no. 1298/2008 / EC

<sup>2</sup> The account holder must be the same as the one of the contracting organization

**Financing Contract** - Strategic partnership project – multiple beneficiaries – 2018  
Contract no.: 2018-1-RO01-KA203-049412

IBAN bank account code: **RO 06 BRDE 240S V836 2160 2400**  
SWIFT code: BRDEROBU

hereinafter referred to as the "Coordinator", represented for the signature of this Contract by Rector Prof. MD, Viorel SCRIPCARIU PhD

and the other Beneficiaries listed in Annex II, represented for the signing of this Contract by the Coordinator, pursuant to mandates included in Annex V.

Unless otherwise noted, the terms "Beneficiary" and "Beneficiaries" also include the Coordinator.

The parties mentioned above

HAVE AGREED ON

Special Conditions (hereinafter referred to as the "Special Conditions") and the following Annexes:

Annex I General Terms and Conditions (hereafter referred to as the "General Conditions") published on [www.erasmusplus.ro](http://www.erasmusplus.ro)

Annex II Project description; The estimated budget of the project; Beneficiaries list

Annex III Financial and contractual rules published on [www.erasmusplus.ro](http://www.erasmusplus.ro)

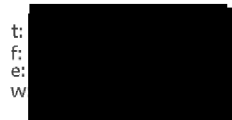
Annex IV Applicable norms Published on [www.erasmusplus.ro](http://www.erasmusplus.ro)

Annex V Mandates given to the Coordinator by other Beneficiaries that are an integral part of the Contract.

The provisions mentioned in the Special Conditions prevail over those mentioned in the Annexes.

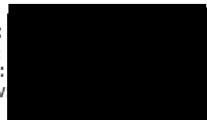
The provisions in Annex I "General Conditions" prevail over those in the other Annexes. The provisions mentioned in Annex III prevail over those in the other Annexes, except those in Annex I.

In Annex II, the section on Estimated Budget prevails over the Project Description section.



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## ARTICLE I.1 – CONTRACT SCOPE

- I.1.1. The NA has decided to grant a financing under the terms and conditions set out in the Special Conditions, General Conditions and the other Annexes to the Contract for the implementation of the Project entitled **Case-based learning and virtual cases to foster critical thinking skills of students** (hereinafter referred to as the "Project") under the Erasmus+, Key Action 2 - Strategic Partnerships as outlined in Annex II.
- I.1.2. By signing the Contract, the Beneficiaries accept the funding and agree to carry out the Project, assuming full responsibility for its implementation.
- I.1.3. The Institutions of university education that are Beneficiaries under the Contract will comply with the provisions of the Erasmus University Charter.

## ARTICLE I.2 - ENTRY INTO FORCE OF THE CONTRACT AND ITS DURATION

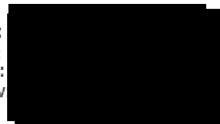
- I.2.1. The contract shall enter into force on the date of its signature by the last of the two parties.
- I.2.2. The project will run for a period of 36 months, starting with **1.09.2018** and finalizing on **31.08.2021**.
- I.2.3. If, exceptionally, the start date of activities specified in I.2.2 is prior to the date set forth in I.2.1, the Coordinator undertakes to fully comply with the provisions of this contract for the entire period referred to in I.2.2.

## ARTICLE I.3 - MAXIMUM AMOUNT AND FORM OF FINANCING

- I.3.1. **Funding will reach a maximum amount of "Approved\_\_ Grant" EUR**
- I.3.2. **Funding will take the form of per unit contributions and reimbursement of** eligible expenditure actually incurred, in accordance with the following provisions:
  - (a) eligible costs in accordance with Annex III;
  - (b) the estimated budget in accordance with Annex II;
  - (c) financial rules in accordance with Annex III.

### 1.3.3. **Budget transfers without additional act**

Beneficiaries have the right to transfer funds between different budget categories, which will lead to changes in the estimated budget and related activities described in Annex II, without requesting a contract amendment as specified in Article II.13, provided that the Project is implemented in accordance with the approved application form and the general objectives described in Annex II and provided that the following rules are in compliance with:



- (a) Beneficiaries have the right to transfer up to 20% of the funds allocated to each of the following budget categories: Project Management and Implementation, Transnational Project Meetings, Intellectual Outcomes, Multiplication Events, Learning / Teaching / Training Activities and Exceptional Costs to Any Other Category budget, except budget categories named Project Management and Implementation and Exceptional Costs.
- (b) No budget transfer may increase the amount allocated to a budgetary category in accordance with Annex II by more than 20% of its value.
- (c) Beneficiaries have the right to transfer funds allocated to any budget category towards the "Special Needs Support" budget category, even if no special needs funds were originally allocated in accordance with Annex II. In this case, the maximum limit of 20% will not apply to the increasing of the budget for Special Needs.
- (d) By way of derogation from item (a) of this Article, Beneficiaries may transfer funds allocated to any budget category, except for Special Needs Support, towards the Exceptional Expenditure Category in order to contribute to the cost of a financial guarantee, to the extent that it is requested by the NA in Article I.4.2 or expensive travel costs even if there are no funds allotted for Exceptional Costs in Annex II. In this case, the limit of maximum 20% for the increasing of the Exceptional Cost budget will not apply.

For the purpose of this article, the total budget allocated to Learning / Teaching / Training activities (including transport, individual support and language support) is considered as a single budget category.

## **ARTICLE I.4 - PROVISIONS RELATED TO REPORTING AND PAYMENT METHODS**

The following reporting and payment provisions shall apply:

### **I.4.1 Payments to be carried out**

The NA will make the following payments to the Coordinator:

- payment of the first advance payment
- payment of the second advance payment, made on the basis of the application referred to in Article I.4.3;
- payment of the balance, made on basis of application referred to in Article I.4.4.

### **I.4.2. First advance payment (pre-financing)**

The advance payment is meant to provide the Beneficiaries with liquidity. The advance payment remains the property of the NA until the balance is paid.



Within 30 days of the date of entry into force of the Contract, the NA will pay the Coordinator an advance amount of **82718,40 EUR** corresponding to **40%** of the maximum amount of the grant as specified in Article I.3.1.

#### **I.4.3. Interim reports and subsequent instalments (pre-financing)**

By **2.05.2020**, the Coordinator must complete an interim Implementation Report covering the reporting period from the start of the Project implementation referred to in Article I.2.2 to **2.03.2020**.

To the extent that the interim report shows that at least 70% of the amount of the first advance was used by the Coordinator, the interim report will be considered as the request for an additional advance and will specify the amount requested up to [REDACTED], this corresponding to 40% of the maximum amount specified in Article I.3.1.

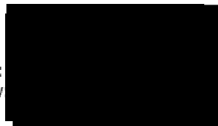
If the interim report shows that less than 70% of the previously paid advance has been used to cover the costs of the Project, the Coordinator must submit an additional interim report at the time when a percentage of at least 70 % of the amount of the first advance was used, this report being considered as an application for an additional advance and will specify the amount requested up to [REDACTED], this corresponding to 40% of the maximum amount specified in Article I.3.1.

Without way of derogation from Articles II.24.1 and II.24.2 of the General Conditions and after approval of the report by the NA, the NA will pay the Coordinator the next advance within 60 calendar days after the receipt of the interim report.

If the Interim Report shows that the Beneficiaries will not be able to use the maximum amount of funding specified in Article I.3.1 during the contractual period referred to in Article I.2.2, the NA will issue an additional act to duly reduce the maximum amount financing and, if the reduced amount of funding is less than the advance payment transferred up to that date to the Coordinator, the NA shall recover the excess transferred amount under Article II. 26 of the General Conditions.

#### **I.4.4. Final report and balance payment application**

Within 60 calendar days after the Project completion date referred to in Article I.2.2, the Coordinator must complete a final report on the implementation of the Project and shall



upload all project results to the dissemination platform (Erasmus+ Project Results Platform) in accordance with provisions of Article I.9.2. The report must contain all information necessary to justify the amount requested on the basis of contributions per unit if the grant is of this form or the actually incurred eligible costs, in accordance with provisions of Annex III.

The final report will be considered as being the application for balance payment by the Coordinator.

The Coordinator must certify that the information provided in the balance payment request is complete, accurate and true. It also has to certify that all costs incurred can be considered eligible under the Contract and that the payment request is supported by the appropriate supporting documents that are to be submitted in the context of the controls or audits provided for in Article II.27 of the General Conditions.

#### **I.4.5. Payment of the balance**

The Payment of the balance is intended to reimburse or cover the remaining part of the eligible costs borne by the Beneficiaries for the implementation of the project.

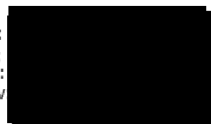
The NA will determine the amount of the balance by subtracting the total amount of the advance from the final grant amount established in accordance with Article II.25 of the General Conditions.

If the amount of the previous payments (advance) is higher than the final grant amount established in accordance with Article II.25, there will be no balance payment, and the amount of the difference will be recovered as provided for in Article II.26 of the General Conditions.

Where the total amount of the previous payments is less than the final grant amount established in accordance with Article II.25, the NA shall pay the due amount as balance within 60 calendar days of receipt of documents referred to in Article I.4.4, unless Article II.24.1 or II.24.2 of the General Conditions applies.

The payment is conditional on the approval of the final report and the documents annexed to it. Their approval does not imply recognition of the conformity or authenticity, completeness and correctness of the statements and information they contain.

The amount to be paid may be offset, without the Coordinator's agreement, with any other



amount due by the Coordinator to the NA, up to the maximum amount of funding specified in Annex II.

#### **I.4.6. Notification of the amounts due by AN to the Coordinator**

The NA will send a formal notice to the Coordinator which:

- a) shall inform him of the amount due; and
- b) shall specify whether this concerns the payment of a second advance or the payment of the balance.

In case of balance payment, the NA shall specify the final grant amount, established in accordance with Article II.25 of the General Conditions.

#### **I.4.7. Payments made by AN to the Coordinator**

The NA will carry out the payments to the Coordinator.

Payments to the Coordinator will be the fulfilment of the NA's payment obligation.

#### **I.4.8. Payments made by Coordinator to other Beneficiaries**

The Coordinator must make all payments to the other Beneficiaries by bank transfer and shall keep the appropriate proof of amounts transferred to each Beneficiary for any subsequent controls and audits under Article II.27 of the General Conditions.

#### **I.4.9. The language in which payment application and reports are made**

All payment applications and reports will be forwarded in the communication language defined for the partnership.

#### **I.4.10. The currency used for payment applications and conversion into euro**

Payment applications will be drafted in euro.

Any conversion into euro of costs incurred in other currencies will be carry out by the Beneficiaries at the monthly exchange rate established by the European Commission and published on its website<sup>3</sup> applicable at the date when the contract is signed by the last of the two parties.

#### **I.4.11. Currency used for payments**

NA shall perform all payments in euro.

<sup>3</sup>



#### **I.4.12. Date of payment**

Payments made by the NA are considered to be executed on the date on which their account is debited.

#### **I.4.13. Bank transfer costs**

The costs of payment transfers are incurred as follows:

- (a) The NA performs the transfer costs charged by its bank;
- (b) The Coordinator bears the transfer costs charged by his bank;
- (c) The party causing the repetition of a transfer bears all the costs generated by the repeated transfer.

#### **I.4.14. Interest on late payment**

If the NA does not make the payment according to the payment terms, the Beneficiaries are entitled to default interest. The interest due is determined in accordance with the rate applied by the European Central Bank for its main refinancing operations in euro ("the reference rate") plus three and a half points. The reference rate is the rate in force on the first day of the month following the due date as published in the C series of the Official Journal of the European Union.

If the NA suspends the payment deadline in accordance with Article II.24.2 of the General Conditions or suspends one of the payments in accordance with Article II.24.1 of the General Conditions, these actions cannot be considered as cases of late payment.

Interest on late payments shall cover the period between the day following the due date, up to and including the effective payment date as set out in Article I.4.12. The NA does not consider interest due during the assessment of the final report and the determination of the final grant amount in accordance with the provisions of Article II.25 of the General Conditions.

As an exception to the first subparagraph, if the calculated interest is less than or equal to EUR 200, it will be paid to the Coordinator only if he requests it within two months of receipt of the late payment.

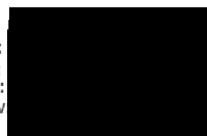
### **ARTICLE I.5 - BANKING ACCOUNT FOR PAYMENT**

All payments will be carried out to the Coordinator's bank account as indicated on page 1 of this Contract.

### **ARTICLE I.6 - DATA OPERATOR AND COMMUNICATION OF PARTIES DETAILS**

#### **I.6.1. Data Operator**

The entity acting as data controller in accordance with Article II.7 of the General Conditions is the National Agency.



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The ANPCDEFP authority is a personal data controller registered in the Personal Data Processing Register maintained by the authority Autoritatea Națională de Supraveghere a Prelucrării Datelor cu Caracter Personal (National Supervisory Authority for Personal Data Processing) under no. 33165.

#### **I.6.2. NA Contact data**

Any communication addressed to the NA will be forwarded to the following address, indicating the project number:

*Agenția Națională pentru Programe Comunitare în Domeniul Educației și Formării Profesionale - ANPCDEFP, Splaiul Independenței nr.313, Biblioteca Centrală a Universității „Politehnica” București, etajul 1, sector 6, 060042, București, Romania Adresa de e-mail: [REDACTED]*

#### **I.6.3. Coordinator Contact data**

Any communication from the NA to the Coordinator will be sent to the following address:

Full name of the Coordinator's legal representative: Prof. MD, Viorel SCRIPCARIU PhD.

Position: Rector

Name of Coordinator: **UNIVERSITATEA DE MEDICINA ȘI FARMACIE GRIGORE T. POPA DIN IAȘI**

Full official address: 16, Universitatii Street, Iasi, 700115, Romania

E-mail address: [REDACTED]

### **ARTICLE I.7 - PROTECTION AND SAFETY OF PARTICIPANTS**

Beneficiaries must have implemented effective procedures and measures as to provide security and protection to project participants.

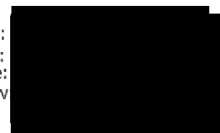
Beneficiaries must ensure that adequate insurance policies are in place for participants involved in mobility activities abroad.

### **ARTICLE I.8 – ADDITIONAL PROVISIONS REGARDING THE USE OF RESULTS (INCLUDING INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS)**

In addition to the provisions of Article II.9.3 of the General Conditions, if the Beneficiaries produce educational materials during the implementation of the project, these materials must be available through the Internet, free of charge and under open licenses<sup>4</sup>

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<sup>4</sup> Open License - The way the owner of a work grants others permission to use the resource. Each resource is associated with a license. There are different types of open licenses depending on the degree of permissions or limitations imposed, and the beneficiary has the freedom to choose the specific license to apply to their work. An open license must be associated with each of the resources produced. An open license does not represent a transfer of copyright or intellectual property rights (IPR).



## **ARTICLE I.9 - USE OF IT INSTRUMENTS**

The Mobility Tool + tool

The Coordinator has the obligation to use the Electronic Mobility Tool + to record all information about the activities carried out within the Project and to complete and submit the Interim Report and the Final Report.

EPRP Dissemination Platform (Erasmus + Project Results Platform)

The Coordinator should upload the results of the Project to the Dissemination Platform for the Erasmus + Program (<http://ec.europa.eu/programmes/erasmus-plus/projects/>), in accordance with the instructions provided in the platform.

Approval of the final report will be conditional upon the uploading of the Project results to the Dissemination Platform until the date of submission of the final report.

## **ARTICLE I.10 – ADDITIONAL PROVISIONS ON SUBCONTRACTING PROCEDURES**

By way of derogation from the provisions of Article II.11 of the General Conditions, Beneficiaries may not subcontract activities financed from budget category “Intellectual Results / Products”.

By way of derogation, the provisions from items (c) and (d) of Article II.11.1 of the General Conditions do not apply to any budget category, except for Exceptional Costs.

## **ARTICLE I.11 - SPECIAL REFERRALS ON FINANCIAL RESPONSIBILITY FOR RECOVERY**

The financial responsibility of each Beneficiary other than the Coordinator is limited to the amount received by the Beneficiary concerned.

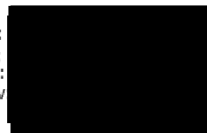
## **ARTICLE I.12 - ADDITIONAL PROVISIONS REGARDING THE VISIBILITY OF FINANCING PROVIDED BY THE EUROPEAN UNION**

Without derogating from Article II.8 of the General Conditions, Beneficiaries must make known the funding received under the Erasmus + program in any communication or promotional material, including on websites and social networks. Instructions for Beneficiaries and other third parties are available at:

[REDACTED]

## **ARTICLE I.13 - SUPPORT FOR PARTICIPANTS**

If the implementation of the project requires support for the participants, the Beneficiaries must provide this support in accordance with the conditions set out in Annex II. Under these conditions, at least the following information must be mentioned:



- (a) the maximum amount of financial support. This amount may not exceed € 60000 per participant;
- (b) the criteria underlying the calculation of support;
- (c) the activities for which the participant can receive support, based on a defined list
- (d) people or categories of people who can receive support;
- (e) the criteria for granting support.

Beneficiaries must:

- -Either transfer the financial support for individual transport / individual support / language support budget categories to all participants in Transnational Learning / Teaching / Training activities, applying scales for unit contributions as specified in Annex IV;
- -Either provide for the participants to transnational learning / teaching / training activities the transport, subsistence and linguistic support in the form of their provision. In this case, Beneficiaries will ensure that the provision of transport / subsistence / linguistic support will meet the necessary quality and safety standards.

Beneficiaries can combine the two options previously set up to the extent that they ensure a fair treatment for all participants. In this case, the conditions for each option will apply to the budget categories to which that option applies.

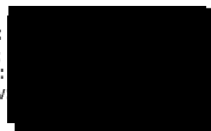
#### **ARTICLE I.14 – ADDITIONAL SUPERVISORY PROVISIONS FOR MONITORING AND EVALUATION**

NA and the Commission shall monitor the correct implementation of the Erasmus University Charter. If the monitoring demonstrates inconsistencies, the Beneficiary concerned shall establish and implement an action plan within a deadline set by the NA or by the Commission. If the Beneficiary does not implement the action plan in a satisfactory manner until the set date, the NA may propose to the EC the suspending or withdrawing of the Charter.

#### **ARTICLE I.15 - SPECIFIC DEROGATIONS OF ANNEX I GENERAL CONDITIONS**

1. For the purpose of this Contract, in Annex I General Conditions, the term "Commission" should be read as "NA", the term "action" should be read as "project" and the term "unit cost" should be read "unit contribution" unless otherwise specified.

For the purposes of this Contract, in Annex I, the General Conditions "Financial



statement" should be read as "the budget part of the report", unless otherwise specified. In Article II.4.1, Article II.8.2, Article II.20.3, Article II.27.1, Article II.27.3, first paragraph of Article II.27.4, first paragraph of Article II.27.8. and in Article II.27.9 the reference to the "Commission" should be read as "NA and Commission".

In Article II.12 the term "financial support" should be read as "support" and the term "third parties" should be read as "participants".

2. For the purposes of this Contract, the following clauses in Annex I General Conditions do not apply: Article II.2.2 (b) (ii), Article II.12.2, Article II.18.3, Article II.19.2, Article II.19.3, Article II. 20.3, Article II.21, Article II.27.7.

For the purposes of this Contract, the terms "affiliated entities", "interim payment", "lump sum", "flat rate" do not apply when they are mentioned in the General Conditions.

3. Article II.7.1 shall be read as follows:

**"II.7.1 Processing of personal data by the NA and the Commission**

Any personal data included in the Contract must be processed by the NA in accordance with the provisions of national law. Any personal data included in the Contract or stored on the IT tools provided by the European Commission will be processed by the NA in accordance with EC Regulation no. 45/2001 and Regulation (EU) 2016/679 since its entry into force in May 2018<sup>5</sup>.

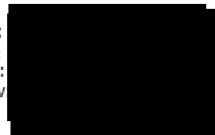
These data must be processed by the data controller referred to in the article I.6.1 only for the implementation, management and monitoring of the Contract or for the protection of the EU's financial interests, including controls, audits and investigations carried out in accordance with Article II.27, without prejudice to their possible transmission to national monitoring or control.

Beneficiaries have the right to access and correct their own personal data. To that end, they must submit any request for clarification relating to the processing of personal data to the data controller referred to in Article I.6.1

Beneficiaries may at any time use the European Data Protection Supervisor.

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<sup>5</sup> Regulation (EC) No 45/2001 of the European Parliament and of the Council as of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data, Regulation (EU) 2016/679 of the European Parliament as of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and which repeals Directive 95/46 / EC.



4. In Article II.9.3, the title and item (a) of the first paragraph shall read as follows:

**"II.9.3 Rights of use by the NA and the Union of the results and pre-existing rights**  
Beneficiaries grant the NA and the Union the following rights to use the results project:

(a) for its own purposes, in particular, making them available to the persons working for the NA, other Union institutions, agencies and bodies and to the institutions of the Member States, and also the copying and reproduction of all or part of an unlimited number of copies.

For the remainder of this article, references to "Union" should be read as "NA and/or Union".

5. The second paragraph of Article II.10.1. should be read as follows:

"Beneficiaries must ensure that the NA, the Commission, the European Court of Auditors and the European Anti-Fraud Office (OLAF) can exercise their rights under Article II.27 and in reference to the Contractor's Beneficiaries."

6. A new item (j) is added to Article II.17.3.1 and it specifies:

"(j) if there is a complaint made by all other Beneficiaries which states that the Coordinator fails to implement the Project in accordance with Annex II or does not comply with any other important obligation under the Contract."

7. Article II.18 shall be read as follows:

**"II.18.1** Settlement of disputes regarding the execution of this Contract is governed by Romanian law.

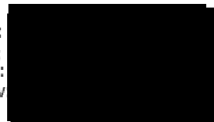
**II.18.2** Competent courts are the courts of Bucharest, which have exclusive jurisdiction to settle any dispute between the NA and the Beneficiary, regarding the interpretation, application and validity of this Contract, if this dispute cannot be settled amicably."

8. Article II.19.1 shall be read as follows:

"The conditions for eligibility of costs are defined in Section I.1 and II.1 of Annex III."

9. Article II.20.1 shall be read as follows:

"The conditions for declaring costs and contributions per unit are defined in section I.2 and II.2 of Annex III."



**10.** Article II.20. 2 shall be read as follows:

"The conditions related to accounting records and other documents to justify costs and contributions declared per unit are defined in Section I.2 and II.2 of Annex III."

**11.** The first paragraph of Article II.22 should be read as follows:

"Beneficiaries may adjust the approved budget set out in Annex II by transfers between different budget categories if the project is implemented in accordance with Annex II. This adjustment does not require a modification of the contract by an additional act, as provided for in Article II.13, if the conditions laid down in Article I.3.3 are fulfilled. "

**12.** Article II.23 (b) shall be read as follows:

b) "does not submit this application within 30 calendar days of the written notification sent by the NA".

**13.** The first paragraph of Article II.24.1.3 shall be read as follows:

"During the suspension period of payments, the Coordinator shall not be entitled to submit any request for payment and the supporting documents referred to in Articles I.4.3 and I.4.4".

**14.** Article II.25.1 shall be read as follows:

**II.25.1 Stage 1 - Applying the reimbursement rate to the eligible costs and adding the unit contributions**

This stage applies as follows:

(a) if according to Article I.3.2 (a) the grant takes the form of a reimbursement of the eligible costs actually incurred, the rate of reimbursement referred to in Section II.2 of Annex III shall apply to eligible project costs approved by the NA for the corresponding cost categories and Beneficiaries;

(b) if, in accordance with Article I.3.2 (b), the grant takes the form of per unit contributions, the unit contribution specified in Annex IV shall be multiplied by the actual number of units approved by the NA for Beneficiaries;

If, in accordance with Article I.3.2, the grant takes the form of a combination of different forms of grant, the amounts obtained must be cumulated.

**15.** The second paragraph of Article II.25.4 shall be read as follows:

"The value of the reduction shall be proportionate to the extent to which the project has been inappropriately implemented or to the gravity of the infringement, as set out in

Section IV of Annex III."

**16.** The third paragraph of Article II.26.3 shall be read as follows:

"If the payment was not made by the date specified in the debit note, the NA shall recover the amount due:

(a) by offsetting it, without the prior agreement of the Coordinator, with any amounts owed to the Coordinator by the NA ("compensation").

In exceptional circumstances, in order to protect the financial interests of the Union, the NA may offset the amount before the due date. The compensation measure may be appealed in the competent court established in Article II.18.2;

(b) by executing the financial guarantee if so provided in accordance with Article I.4.2 ("execution of the financial guarantee");

(c) by jointly representing the Beneficiaries up to the maximum amount of the EU contribution indicated for each Beneficiary in the estimate budget (Annex II, as last amended);

(d) by taking legal action as provided for in Article II.18.2 or by the Special Conditions."

**17.** The third paragraph of Article II.27.2 shall be read as follows:

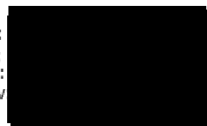
"The periods referred to in the first and second subparagraphs shall be longer if the national law provides for a longer duration, or if audits, appeals, litigation or claims recovery procedures are in progress, including the cases provided for in Article II.27.7. In such cases, Beneficiaries must retain the documents until those audits, appeals, litigation or debt recovery proceedings have been closed. "

**18.** Article II.27. 3 shall be read as follows:

"If a verification, an audit or an evaluation is initiated prior to balance payment, the Coordinator must provide all information, including information in electronic format, requested by the NA or the Commission or by any other external body authorized by the NA. If necessary, the NA or the Commission may require Beneficiaries to submit this information directly.

If a verification or an audit is initiated after balance payment, the information provided in the previous paragraph must be provided by the concerned Beneficiary.

If the concerned Beneficiary concerned does not fulfill the obligations set out in the first





and second subparagraphs, the NA may consider:

- (a) that costs that are not sufficiently justified by information provided by the Beneficiary are ineligible;
- (b) that unit contributions that are not reasonably justified by information provided by the Beneficiary are undue”

SIGNATURES  
Coordinator

Agenția Națională pentru Programe  
Comunitare în Domeniul Educației  
și Formării Profesionale

UNIVERSITATEA DE MEDICINA ȘI  
FARMACIE GRIGORE T. POPA DIN IAȘI

Monica CALOTĂ, Director

Prof. MD, Viorel SCRIPCARIU PhD, Rector

Signature, stamp

Signature, stamp

Concluded in Iasi, on [date]  
15.10.2018

Concluded in Bucharest on [date]  
22.10.2018

I have read the contract carefully and therefore I accept all the clauses stipulated in the present contract, consisting of: Special Conditions, General Conditions, Annexes: Annex I, Annex II, Annex III, Annex IV and Annex V.

I expressly accept the clauses provided in: art. I.9, art. I.10, art. II.2, art. II.4, art. II.5, art. II.6, point II.8.2., Point II.9.3, art. II.10, art. II.11, art. II.14, art. II.16, art. II.17, art. II.18, art. II.23, art. II.24.1, art. II.24.2, art. II.25.3, art. II.25.4, art. II.26, II.27.

Coordinator

UNIVERSITATEA DE MEDICINA ȘI FARMACIE GRIGORE T. POPA DIN IAȘI

Prof. MD, Viorel SCRIPCARIU PhD, Rector

signature and stamp

15.10.2018

