Jems Code ROHU00472

Subsidy contract

from ERDF

No. 126536/06.06.2025

The following subsidy contract between

Ministry of Development, Public Works and Administration

Bucharest, 16 Libertății Boulevard, North Side, district 5, Bucharest, Romania, telephone: +40372111326, tax identification number: 26369185

acting as **Managing Authority** for the Interreg VI-A Romania-Hungary Programme, hereinafter referred to as **MA**,

represented by **Mr. CSEKE Attila, Minister of Development, Public Works and Administration**

and

Județul Timiș/County Timiș

Revoluției din 1989 Boulevard, number 17, postal code 300034, Timișoara, Timiș County, Romania, tax identification number: 4358029

represented by **Mr. Alfred-Robert SIMONIS, President**

hereinafter referred to as **Lead Partner (LP)**

is concluded on the basis of the approved application No **ROHU00472**, having as legal basis:

- Regulation (EU) 2021/1060 of the European Parliament and of the Council on common provisions on the European Regional Development Fund, the European Social Fund Plus, the Cohesion Fund, the Just Transition Fund and the European Maritime, Fisheries and Aquaculture Fund and financial rules for those and for the Asylum, Migration and Integration Fund, the Internal Security Fund and the Instrument for Financial Support for Border Management and Visa Policy;
- Regulation (EU) 2021/1059 of the European Parliament and of the Council on specific provisions for the European territorial cooperation goal (Interreg) supported by the European Regional Development Fund and external financing instruments;
- Regulation (EU)2021/1058 of the European Parliament and of the Council on the European Regional Development Fund and on the Cohesion Fund;
- REGULATION (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012Law no. 231/2022 regarding the management and use of Interreg funds and the national public contribution, for the “European Territorial Cooperation”

objective in the period 2021-2027;

- Minister for Development, Public Works and Administration, Minister of Public Finance and Minister for European Funds Order No. 455/1267/2023 approving the Methodological Norms for the application of the Law no. 231/2022 regarding the management and use of Interreg funds and the national public contribution, for the "European Territorial Cooperation" objective in the period 2021-2027;
- Interreg VI-A Romania-Hungary Programme, approved by the European Commission by Decision No. 9787/16.12.2022;
- Minister for Development, Public Works and Administration Order No. 1299/2024 regarding the approval of a *de minimis* aid scheme intended to finance the specific objectives of SO 2.2 — Promoting renewable energy in accordance with Directive (EU) 2018/2001, including the sustainability criteria, set out therein, SO 4.5 — Ensuring equal access to health care and fostering resilience of health systems, including primary care, and promoting the transition from institutional to family-based and community-based care, SO 4.6 — Enhancing the role of culture and sustainable tourism in economic development, social inclusion and social innovation and ISO 6.3 —Strengthening mutual trust, in particular by encouraging people-to-people actions (hereinafter referred to as de minimis scheme), where applicable;
- Minister for Development, Public Works and Administration Order No. 1201/2023 regarding the approval of a transparent State aid scheme intended to finance the specific objectives of SO 2.2 — Promoting renewable energy in accordance with Directive (EU) 2018/2001, including the sustainability criteria, set out therein, SO 4.5 — Ensuring equal access to health care and fostering resilience of health systems, including primary care, and promoting the transition from institutional to family-based and community-based care, SO 4.6 — Enhancing the role of culture and sustainable tourism in economic development, social inclusion and social innovation and ISO 6.3 — Strengthening mutual trust, in particular by encouraging people-to-people actions (hereinafter referred to as GBER scheme), where applicable.

The following documents must also be observed in the framework of this subsidy contract:

- National rules applicable to the LP and their Project Partners;
- Community and national rules on State aid;
- The relevant Applicant's Guide;
- Project Implementation Manual laying down the Programme specific rules for the implementation of the projects[1];
- Visual Identity Manual of the Programme.

1 Award of subsidy

1) The object of this contract is the award of ERDF financing by the MA for the implementation of **ROHU00472 "**Enhanced cross-border capabilities for primary, emergency and intensive care in Timis – Csongrád-Csanád cooperation area**",** herein referred to as "project", according to the decision of the Monitoring Committee no. 16 on the 10th of January, 2025.
2) The LP receives ERDF funding on the basis of the provisions of the present contract and its annexes, which the LP declares to know and accept.
3) The LP accepts the ERDF funding and shall coordinate the implementation of the project

[1] During the project implementation/national control/certification/verification process, the last published version of Project Implementation Manual will apply, provided that the updated version is less restrictive than the original one.

in due time according to the provisions of the present contract and of the European and national legislation.

2 Duration of the contract

1) The subsidy contract becomes effective on the date the last party signs it. The last party signing has the obligation to mark the date.
2) The implementation period of the project starts on the day the contract is signed by both parties.
3) The implementation period of the project is 30 months and cannot exceed December 31st, 2029.
4) The subsidy contract ends after 5 years from 31 December of the year in which the final payment was made to the Lead Partner.

   Whenever referred to the 5 years period, this shall be extended to 10 years in case of projects including activities having *de minimis* and/or State aid incidence.

3 Budget of the project

1) The total budget of project is **3.028.002,04 EUR** (non-refundable financing and the contribution of the partners), out of which:

   a) 1.989.359,08 EUR ERDF, representing maximum 80%, out of which:

   - **922.874,48 EUR ERDF, representing 63%** for Județul Timiș/County Timiș;
   - **899.996,72 EUR ERDF, representing 80%** for Szegedi Tudományegyetem/ University of Szeged;
   - **166.487,88 EUR ERDF, representing 38%** for Spitalul Clinic Județean de Urgență "Pius Brînzeu" Timișoara / Emergency Clinical County Hospital "Pius Brinzeu" Timisoara.

   b) 470.032,46 EUR State Budgets Co-financing;

   c) 568.610,50 EUR Partners own contribution.

4 Value of the contract

1) The value of the present contract is **1.989.359,08 EUR** / one million nine hundred eighty-nine thousand three hundred fifty-nine euro and eight eurocents, representing the maximum total ERDF eligible value of the project according to Annex 1 - Project Application generated by the Joint Electronic Monitoring System - Jems; MA commits itself to transfer these funds to the LP.
2) The funding will be paid on the basis of the verified and certified eligible expenditure. MA will make the transfer of ERDF in the limit of the existent balance at the date of reimbursement request, and in case of insufficient funds, payment process is suspended until and if the European Commission credits the Programme's account with the amounts representing the ERDF funds.
3) If the European Commission takes the decision of interrupting or totally suspending the funds, the Managing Authority may terminate the contract.
4) In case of observations and/or reservations raised by the European Commission on the description of the Management and Control System of the Interreg VI-A Romania-Hungary Programme or in case of a system error detected, the MA has the right to temporarily

withhold payments to a particular partner (LP or PP) or the project as a whole. Payment suspension(s) shall be lifted as soon as observations and/or reservations raised by the European Commission have been withdrawn and the MA has received sufficient evidence on the solution of the systemic error(s) detected.

5) The Lead Partner commits itself and makes sure that all Project Partners commit themselves to support the own contribution and the non-eligible expenditures as well as to ensure the temporary availability of funds for the proper implementation of the project until they are reimbursed by the MA.

5 Eligible Expenditures

1) The starting date for the eligibility of expenditure is 1st of January 2021. Expenditures for the project must be paid at the latest within 45 calendar days after end of the implementation period as mentioned in article 2 (3), but no later than December 31, 2029. Expenditures committed and incurred after the finalization of the implementation period shall not be eligible.

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 equipment/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.

3) The expenditures related to the project are eligible provided that they observe the applicable European and national legislation in force, they are stipulated in Annex 1 – Project Application generated by the Joint Electronic Monitoring System - Jems and provided that they observe the rules set at Programme and national level and the terms and conditions stipulated in the present contract. The Programme rules will be available on Programme's website, www.interreg-rohu.eu.

6 Reimbursement of the expenditures

1) A national control system has been established both in Romania and Hungary in order to check the expenditure made by the Project Partners from each country. Therefore, each partner has the obligation to ensure that their expenditures are verified by a controller from the state on whose territory it is located, before the project report is submitted. The LP and Project Partners will create partner reports and submit them in Jems, for all defined periods within the application form, if they have realized expenditures to be requested to national control verifications during a specific period. The description of the progress of the activities in partner reports will cover exactly the period of the requests for national control verifications.

2) The LP must prepare all documents and make sure that all Project Partners prepare their documents to be verified (including the description of the activities' progress and relevant documents as foreseen by the draft of the partner reports within Jems) before drafting and forwarding the project report. All supporting documents should be uploaded by the partners via Jems.

3) The LP must create and submit in Jems the project reports including both financial and physical progress of the project, integrating the information provided by the Project Partners in their partner reports, based on the conditions provided hereunder, in the Project Implementation Manual, Jems manual and in the applicable legislation.

4) The project report submitted by the LP shall contain only verified and certified expenditure and shall be supported by the National Control Certificates issued by the Controllers. The expenditures that were not verified and certified by the Controllers are deemed to be non-eligible for the Programme and shall not be requested for

reimbursement.

5) The LP shall submit a project report in Jems for each reporting period – as defined in the Jems system - and whenever requested by the Joint Secretariat (JS). The instructions presented in the reporting modules must be followed exactly. All reports must be submitted in English.

6) The LP has the obligation to request to the Managing Authority the reduction of the financing contract value at least 6 months before the end of the project implementation period, if there are savings following the finalization of public procurement procedures and/or public procurement contracts at project level, unless there are justified additional costs in the context of the project, up to the eligibility threshold provided in the relevant eligibility rules.

7) The final project report must be submitted in Jems at the latest 5 months after the end date of the implementation period of the project. The verified and certified expenditures related to the final project report will be reimbursed only after their approval, confirming the achievement of the project results and indicators.

8) The ERDF funds are reimbursed only in Euro and will be transferred into a special bank account, indicated by the LP. The LP can use the same bank account for more projects with the amendment that it will have a proper analytical accounting system for each project. However, if the analytical accounting records cannot be provided for the costs incurred before the start of the implementation period of the project (e.g. 1st of January 2021), a similar justifying document/proof shall be provided to demonstrate lack of double financing (e.g. official statement of the legal representative). The exchange rate differences are non-eligible expenditures for the project. The exchange rate risk is borne by the partner concerned.

9) The expenditure incurred in a currency other than the euro shall be converted into euro by using the monthly accounting exchange rate of the European Commission in the month during which that expenditure was submitted for verification to the national controller. The LP transfers the received ERDF amounts to project partners which have eligible expenditure included in a project report within 5 working days as of receiving the payment from the MA and will make no deduction, retention or further specific charge from the ERDF amounts it receives.

7 Rights and duties of the parties

A. Lead Partner

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

1) The LP guarantees that it is entitled to represent all partners participating in the project and that it has established with their Project Partners the division of the responsibilities regarding the project in the form of the Partnership Agreement. To this end the LP has concluded a Partnership Agreement (Annex 2 to the present contract) laying down their relations with all partners participating in the project and comprising inter alia provisions guaranteeing the sound management of the funds allocated, including the arrangements for recovering unduly paid amounts.

2) The LP has the obligation of implementing the project according to the provisions of the present contract, of the application form approved by the Monitoring Committee and its annexes, of the Partnership Agreement (annexed to the present contract), of the Project Implementation Manual and of the European and national legislation in force. The LP shall be responsible towards the MA 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 results, the indicators and the goals stipulated in the contract and its annexes.

3) The LP assume responsibility for ensuring implementation of the entire project and has to:

a) ensure that expenditure presented by all partners participating in the project has been incurred, paid and corresponds to the activities agreed between the partners, and is in accordance with the provisions of the subsidy contract;

b) inform the MA, within 5 working days from the occurrence of such circumstances, if one of the disbursement conditions ceases to be fulfilled, or circumstances arise which entitle the MA to reduce payment or to demand repayment of the subsidy in wholly or in part;

c) comply with the regulations referred to in the preamble to this contract as well as with relevant national and European legislation;

d) know and observe the provisions of the Guide for Applicants, paying special attention to the limitations (value, percentage, duration etc.) referred to therein of the Subsidy contract and of the Project Implementation Manual (published on the Programme website www.interreg-rohu.eu);

e) observe and make sure that all Project Partners observe the European and national legislation on state aid, equal opportunities, non-discrimination, national integrity, sustainable development, environmental protection;

f) ensure that all Project Partners select the final recipients of the project by a transparent procedure;

g) present and ensure that the Project Partners present, the expenditures to the controllers for verification in 15 calendar days after the reporting period ended, except for the final partner report, where the cut-off date is extended to 45 calendar days, but no later than January 15th, 2030 so that the deadline for submitting the project report in Jems will be met;

h) ensure that all Project Partners submit their contributions to the project report at least 10 calendar days before the deadline for submitting the project report in Jems;

i) observe and make sure that all Project Partners observe the provisions from the Visual Identity Manual (published on the Programme website (www.interreg-rohu.eu);

j) provide the evaluators carrying out the Programme evaluation according to Article 35 of the Regulation No. 2021/1059 with any document or information necessary to assist the evaluation;

k) has, and makes sure that all partners have, the necessary financial resources and mechanisms to cover project and maintenance costs for projects comprising investment in infrastructure or productive investment, to ensure their financial sustainability.

l) has the obligation to observe and requests that all partners observe the climate proofing of investments in infrastructure which have an expected lifespan of at least 5 years, as set by the EU provisions and the *Do no significant harm* principle.

4) The LP ensures that the national controllers have verified and certified the expenditure presented by the partners participating in the project.

5) The project report contains information consolidated by the LP, at project level; thus, the LP presents a consolidated project report, being responsible for collecting documents and information from every Project Partner. When drafting and submitting project reports, LP is liable towards the MA for consolidating the information from all Project Partners and for including all certificates available in the electronic system at the date of the project report submission, being responsible for collecting documents and information from every partner.

6) LP is liable towards the MA for ensuring that all Project Partners have a legal status, that

they have the capacity to manage the project, that they observe the provisions from the Applicant's Guide and the Project Implementation Manual. Moreover, the LP is liable towards the MA for ensuring that the Project Partners fulfil their obligations under the project.

7) The LP must answer all written requests from the MA, JS or other bodies involved in the implementation of the Programme and provide the requested information/documents within the deadline stipulated in the respective request. In case such request refers to additional implementation reports, the LP is responsible for gathering the information from all Project Partners in due time.

8) The LP takes full responsibility for the damages caused to third parties from their own fault during the implementation of the project. MA has no responsibility for the damages caused to third parties as a result of executing the contract.

9) The LP and Project Partners must not receive or have received money from other programmes for the financed part of concerned project. The LP ensures that the Project Partners respect the same obligation.

10) Any results or rights related to the project, including author's rights and/or any other intellectual or industrial property rights, obtained from the implementation or as a result of the implementation of the contract, except the cases where such rights exist before the contract, shall represent the property of the LP and/or of the Project Partners, according with the approved application form and the Partnership Agreement.

11) The LP cannot mortgage or impose any other form of financial or legal burden / bank guarantee on the infrastructure invested in / goods purchased from the financing throughout the implementation period of the project and for minimum 5 years from 31 December of the year in which the final payment was made to the Lead Partner.

12) In case of projects comprising investment in infrastructure or productive investment, the Lead Partner shall reimburse the MA the amounts received according to art. 65 of Regulation (EU) No. 2021/1060 if within 5 years from 31 December of the year in which the final payment was made to the Lead Partner 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.

13) The Lead Partner understands and agrees that the MA may delegate tasks to the JS, according to the Framework Agreement regarding the delegation of responsibilities concluded between the MA and the JS and therefore the Lead Partner agrees to cooperate with the JS in the same way as with the MA.

14) In duly justified cases, not imputable to the partners, when a Project Partner is in impossibility of fulfilling their obligations according to the contract, the Project Partner may request to MA, through the LP 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 through LP, in maximum 3 working days from the date when he took notice of the situation, in any written form (including e-mail) and the LP has the obligation to submit all the relevant documents in maximum 5 working days since the partner informed him, including the

written agreement of all Project Partners. During the suspension period no activity shall be performed by any of the Project Partners.

15) The LP has the obligation to inform the MA about any situation that may cause the termination or delay in the execution of the subsidy contract, within 5 working days from the date of acknowledgment of such a situation. In this case, the MA may decide the termination / suspension of the subsidy contract.

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

17) During the implementation period of the project as well as after the end of the implementation period of the project, during the durability period (if the case, longer retention periods may apply in accordance with national rules) the LP has the obligation to preserve and to present, to the Joint Secretariat (JS, within Oradea Regional Office for Cross-Border Cooperation on Romanian-Hungarian Border, Romania), MA, Accounting Unit (AU, within the Romanian Ministry of Development, Public Works and 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 European Commission. The documents must be properly archived. Also, the MA must be informed on the location of these documents/equipment, where the case.

In case of activities having de minimis and/or ***State aid*** incidence, for all the documents related to the de minimis and/or State aid, the above indicated period is extended to 10 years after the date of aid being awarded, or to the period provided by the relevant EU/national legislation/State aid scheme, depending on which period is the longest.

18) In case of remaining funds, the LP has the obligation to notify the MA within 15 calendar days following the finalization of implementation of the public procurement contracts at project level. The LP 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.

19) The LP and the Project Partners must ensure the durability of the project results for the project's implementation period and the following 5 years from 31 December of the year in which the final payment was made to the Lead Partner. LP has the obligation to submit annually a durability report for projects including investments in infrastructure and/or equipment after the implementation period.

20) The LP must implement the recommendations received after an audit or control otherwise the MA has the right to terminate the contract. The LP ensures that the project partners fulfill this obligation.

21) In case of projects with activities financed under GBER/de minimis scheme, whenever a transfer of aid/advantage occurs (indirect aid), LP/PP and the final beneficiary of aid shall sign an aid awarding decision or contract before transferring the aid/advantage. The LP/PP has to make sure that relevant de minimis/State aid declarations are submitted by the beneficiary of indirect aid and has the obligation to ask MA/JS to verify that all eligibility characteristics of the aid are complied with, before signing such aid awarding decision or contract.

22) Should this subsidy contract be terminated, the rights and duties stipulated in paragraph 17 shall, however, persist.

B. Managing Authority

1) The MA has the obligation to support the LP by providing necessary information and clarifications for the implementation of the project.
2) The MA has the obligation to reply to any written request from the LP in maximum 20 calendar days from the date the MA receives the request.
3) The MA is entitled to verify and to control the proper use of funds by the LP or by their Project Partners. The verifications to be carried out by the managing authority shall cover administrative, financial, technical, and physical aspects of the project, as appropriate. The MA shall be responsible for the control of the proper use of funds by the LP or by their partners, through preventing, detecting and correcting irregularities and recovering ERDF amounts unduly paid together with interest on late payments where appropriate.
4) The MA ensures the technical and financial monitoring of the project.
5) The MA shall authorize and reimburse ERDF part of all eligible expenditures related to the project reports submitted by the LP as per the Control Body (CB) Certificate and verification of the JS.
6) The responsible auditing bodies of the EU and the two Member 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 LP or by their Project Partners or arrange for such an audit to be carried out by authorized persons.
7) The MA has the obligation to inform the LP regarding the reports, conclusions and recommendations made by the European Commission or Audit Authority that may affect the implementation of the present contract.

8) MA is entitled to verify the durability of the project for a period of 5 years from 31 December of the year in which the final payment was made to the Lead Partner. 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. In case one of the obligations of the Lead Partner/Project Partner is not fulfilled, the MA may suspend the execution of the contract.
9) In case of suspending the contract, the MA shall notify the LP regarding this decision, duration of the suspension period, the proposed corrective measures and also the related financial measures. The MA shall also notify the LP if the suspension period is cancelled prior to the initially set deadline.
10) Subject to availability of ERDF funds, the Managing Authority shall pay the total due ERDF amount of eligible expenditure no later than 80 calendar days from the date of submission of the project report in Jems by the LP, according to the deadline mentioned at the article 74 (1) of the Regulation (EU) no. 2021/1060.
11) The payment deadline mentioned in paragraph 10 may be interrupted by the Managing Authority in accordance with the provisions of Article 74 (1) of the Regulation (EU) no. 2021/1060.
12) The Managing Authority has the right to modify the provisions of the contract unilaterally through Instructions, which shall be communicated to the Partners and posted on the Programme's website, *www.interreg-rohu.eu*. The instructions shall become part of the contract. These modifications become effective from the date of communication.
13) The MA is entitled to publish data regarding the project in accordance with Article 49 (3) of Regulation (EU) No. 2021/1060.
14) The Managing Authority may decommit/use the remaining funds following the finalization of public procurement procedures and/or public procurement contracts at project level.

15) In case any of the obligations of the Lead Partner/Project Partner is not fulfilled, the MA has the right to terminate the contract.
16) In case that during project implementation or during up to 5 years from 31 December of the year in which the final payment was made to the Lead Partner [2], ***unlawful State aid and/or unlawful indirect State aid incidence*** is discovered, the MA may apply a correction up to 100% for the respective project activities, and the ERDF amounts paid to the partners/beneficiaries shall be recovered in whole or in part, by the Managing Authority, together with interest calculated depending on the amounts involved and the time period in which they were available to partners/beneficiaries, and adding interest and debts from the date of aid payment to the date of recovery. The recovery shall be in line with the relevant EU and national legislation in force, and with Programme rules.

C. De minimis/State aid related clauses - relevant for projects falling under de minimis/State aid incidence.

1) With reference to the de minimis/State aid related provisions of the relevant Guide for Applicants, the project activities are classified as follows:
   - Activity…..: (SGEI/GBER/DEMINIMIS); (direct aid to……/Indirect aid[3] to…../Indirect aid to third parties still to be identified); (amount of the aid) In case of de minimis aid, the aid shall be calculated under the threshold of Romania/Hungary as Member State.
   - Activity…..: (SGEI/GBER/DEMINIMIS); (direct aid to……/Indirect aid to…../Indirect aid to third parties still to be identified); (amount of the aid) In case of de minimis aid, the aid shall be calculated under the threshold of Romania/Hungary as Member State.
2) The LP undertakes to ensure that de minimis / State aid beneficiaries within the project will observe EU and national legislation regarding de minimis/State aid, where applicable, as completed by the relevant provisions of the Applicant's Guide and its annexes, both regarding project implementation and the operation of the outputs established using the aid. In terms of national legislation for de minimis/State aid, special care shall be attached to observing the requirements on de minimis/State aid reporting for SANI[4] purposes, as well as document preserving. In case of any discrepancies between EU and national de minimis/State aid legislation, the former shall prevail.
3) The LP commits to maintain and respect all the information provided in connection to the State aid incidence of the project activities during the application and/or the contracting phases. The LP will immediately report to the MA, through notification sent to JS/MA, every information, act or fact, related to itself, Project Partners or any other relevant subject, which is suitable to determine a modification of what was declared in the above-mentioned phases (application and/or contracting).
4) The LP is responsible to immediately report to the MA every fact, behaviour or situation which is suitable to determine a case of *indirect aid* not already detected and arranged for during the assessment and/or contractual phases. Following this report, the MA will assess and decide upon the situation, after consultation with NA, proposing, if needed, an addendum modifying paragraph 1) of the present section to include the new detected aid. *Indirect aids* that are not listed at paragraph 1) of the present section, either originally or after its modification by addendum, are not permitted.

[2] The date of the last payment to the LP

[3] Indirect aid is when a third party (not included in the project partnership) ends up receiving an advantage from the project, this advantage representing state aid.

[4] State aid notifications and summary information should be sent by the Member State concerned to the European Commission, by means of a web application State Aid Notification Interactive or SANI, which is available on: https://webgate.ec.europa.eu/competition/sani. The LB must provide all state aid relevant data, required by the Programme.

5) The LP undertakes to respect all relevant provisions for reporting and monitoring the de minimis / State aid related aspects of the implementation of the project, based on the specific indications provided by the MA, as detailed in the Project Implementation Manual, and to disclose on request any information or data that the MA or the JS may request in the implementation of their monitoring and control activities.

6) In any case of *indirect aid* foreseen under paragraph 1) of the present section, the LP is responsible for their regular and lawful implementation, respecting all the relevant provisions from EU and national legislation, as well as the ones from the Applicant's Guide and its annexes. In particular, when relevant, the LP together with, if relevant, the Project Partners ensures the full respect of their obligations as foreseen by the GBER and/or de minimis schemes in their version in force, regarding, inter alia, the eligibility characteristics of the aid[5], the declarations to be asked to the indirect aid beneficiaries, the aid awarding decision or contract[6] and the measures for monitoring and reporting to the MA and relevant national authorities. Any aid awarding decision or contract will be notified to the MA/JS in maximum 5 calendar days from its signature.

7) In addition to the previous paragraphs, whenever activities mentioned at paragraph 1) of the present section fall within the scope of the GBER or the de minimis scheme, the LP is responsible for the full respect of any relevant obligations incurring, on itself, on Project Partners and/or on the indirect aid beneficiaries, from the provisions of the relevant scheme, as stated in its latest version in force. These provisions are binding and the failure to observe them may result in a risk of irregularity.

8) In addition to the previous paragraphs, whenever activities mentioned at paragraph 1) of the present section fall within the scope of the SGEI provisions of the Applicant's Guide, the LP is responsible for the full respect of any relevant obligations incurring, on itself, on Project Partners and/or on the aid beneficiaries, from those provisions and from the legislation to which they refer, including the provisions related to the commitment to have the entrustment act adopted by the set deadlines.

8 Transparency and communication

1) The Lead Partner must inform and must ensure that all Project Partners inform the public, by means of the measures laid down in Art.36 paragraph 4 of Regulation (EU) 2021/1059 and Annex IX of Regulation (EU) No. 2021/1060, about the assistance obtained from the Funds.

2) The Lead Partner and all Project Partners are responsible for the implementation of the transparency and communication activities related to the non-refundable financial assistance received through the Programme. The Lead Partner must ensure and must satisfy itself that all the Project Partners ensure transparency and accurate information to the public and the mass media on the projects financed under Interreg VI-A Romania-Hungary Programme.

3) All transparency and communication actions developed by the Project Partners (including the Lead Partner) must observe the Visual Identity Manual (available on the Programme website https://interreg-rohu.eu/en/project-documents/ or, upon request, at the Joint Secretariat).

4) The Project Partners shall request beforehand the approval of the JS on all communication materials developed under the project, in line with the Visual Identity Manual.

[5] The LP shall notify the MA (state aid provider) / JS (scheme administrator) regarding the incidence of indirect aid, so that the eligibility conditions can be verified and confirmed in order to conclude the respective aid awarding decision or contract, including the quantified indirect aid value.
[6] As regulated by the GBER and the de minimis schemes.

5) For projects supported by the Programme, which involve physical investment or equipment purchase, and where the total cost exceeds EUR 100,000, durable plaques or billboards must be displayed. These plaques or billboards should feature the emblem of the Union and meet the technical requirements specified in Annex IX of Regulation (EU) 2021/1060. They must be visible to the public and displayed as soon as the physical implementation of the Interreg project commences or when the equipment is installed.
6) Operations of strategic importance (OSIs) or projects with a total cost exceeding EUR 5,000,000 shall organise a communication event involving the Commission and the Managing Authority in a timely manner.
7) The publications edited within a project financed under Interreg VI-A Romania-Hungary Programme shall include on the last page/cover a technical box, with the following information: the project title, reference to the EU co-financing of the Programme, the editor of the material and the disclaimer "The content of this material does not necessarily represent the official position of the European Union". The responsibility for the content of materials belongs solely to the partner.
8) For all transparency and communication actions developed by the Project Partners, the Lead Partner must ensure that they archive in a single place (hard copy and/or electronically) the documents related to these activities (e.g.: information and communication materials they produced: printed materials, audio-video materials).
9) The Lead Partner is responsible for informing the Joint Secretariat regarding the transparency and communication measures taken to promote the projects financed under the Programme.
10) The rules stipulated in the Visual Identity Manual are mandatory for the Lead Partner and all Project Partners. Failure to comply with the visibility legal requirements set out Art.36 paragraph 6 of Regulation (EU) 2021/1059 may lead to the appliance of financial correction by the Managing Authority up to 2% of the ERDF support of the project, based on the principle of proportionality.
11) By accepting the funding, the LP and the Project Partners give their acceptance for their inclusion in the list of projects published in accordance with Article 49 (3) of Regulation (EU) No. 2021/1060.
12) The Lead Partner shall ensure the proper means of communication between the project and the Programme, including:
    a. participation, whenever requested, in LP 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, Section A, paragraph 17 and Article 8 of the present contract, the Managing Authority and the LP undertake to preserve the confidentiality of any document, information or other material communicated to them in confidence until at least 5 years from 31 December of the year in which the final payment was made to the Lead Partner. 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. Notwithstanding the obligations set forth by this contract and its Annexes to provide the information and documents required by the authorized institutions/ departments in order to perform audit and control activities, the parties hereby undertake to preserve the confidential nature of the Personal Data, according to the provisions of Directive (EU) 2016/680 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data by competent authorities for the purposes of the prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties, and on the free movement of such data, and repealing Council Framework Decision 2008/977/JHA of the Council and according to the provisions of the Regulation No 679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);

4) The contracting party shall bare no responsibility for releasing information on the contract if the contracting party was legally forced to release the information or the information was released with the written agreement of the other contracting party.
5) The Lead Partner and the partners shall not use confidential information for any other aim than fulfilling their obligations under this Contract unless otherwise agreed with the MA.
6) Failing to observe the confidentiality obligation gives the damaged party the right to claim compensations from the damaging party.

The present contract, including its annexes, together with the documents regarding its implementation represent public information, respecting the exceptions foreseen by law.

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 the case.
3) The LP and partners shall observe the provisions of the Code of Conduct, according to the Commission Delegated Regulation (EU) No. 2014/240 on the European code of conduct on partnership in the framework of the European Structural and Investment Funds.

11 Irregularities and recovery of the ERDF funding

1) 'Irregularity' according to the current Contract means any breach of applicable law, resulting from an act or omission by an economic operator (any natural or legal person, or other entity involved in the implementation of the Funds, with the exception of a Member State exercising their prerogatives as a public authority), which has, or would have, the effect of prejudicing the budget of the Union by charging unjustified expenditure to that budget according to the provisions of the REGULATION (EU) no. 2021/1060.
2) MA shall show zero tolerance to any fraud cases and shall take all necessary measures to prevent and correct any fraud cases, according to relevant national and European legislation in force.
3) In case of irregularity, the MA shall impose to the Lead Partner all the necessary measures for the elimination or diminishing of the consequences on the implementation of the project.

4) MA may suspend or terminate the contract in case the partners fail to take the imposed measures.

5) In case an irregularity is committed, the ERDF amount to be repaid to the MA will be calculated considering also all flat rates that were automatically granted according to the Programme rules.

6) The MA is entitled to take the decision for suspending/terminating the contract, after verifying the reasons and any relevant documents presented by the LP and/or JS and the related documents.

7) In case the contract shall be terminated, the MA notifies the LP regarding this decision and the related financial measures. In this case, within 30 calendar days from receiving such notification, the LP and/or Partners shall fully return the ERDF amounts specified in the notification, without deducting any bank charges.

8) In case of irregularities committed after the end of the implementation period of the project, during the whole durability period, the Lead Partner has the obligation, in 30 calendar days from the receipt of the notification from the MA, to reimburse the ERDF amounts unduly paid including the bank charges and interests, if the case. If the Lead Partner fails to repay that amount, the procedure presented under paragraph 10 shall apply.

9) For the irregularities committed by a Project Partner, the LP is entitled to request the ERDF part of these amounts from the responsible Project Partner in order to be repaid to the MA. The Lead Partner has to inform the MA about the result of their repayment request in due time. In specific cases, for irregularities discovered after payment of the final project report, the Project Partners may repay the due ERDF amounts directly to the MA, notifying the LP about this option.

10) If the Lead Partner does not succeed in securing repayment of the unduly paid ERDF contribution from the responsible project partner(s), or if the MA does not succeed in securing repayment from the Lead Partner, then, in accordance with article 52 of the Regulation (EU) No.2021/1059, the Member State (Romania or Hungary) on whose territory the partner concerned is located shall reimburse the MA any amount unduly paid to that partner. The Member State (Romania or Hungary) is then entitled to claim this amount from the partner concerned, pursuant to its national law.

11) In case of any ERDF unduly paid amount, the LP has to repay it within 30 calendar days from the receipt date of such notification from the MA.

12) In case the irregularity is discovered before the final payment, the MA is entitled to diminish the ERDF amount to be reimbursed to the responsible Lead Partner and/or Partner with the debt of the concerned Lead Partner and/or Partner, starting with the next payment until the total recovery of the debt.

13) If the irregularity resulting in an unduly paid ERDF amount is discovered after the final payment or if the debt was not entirely recovered, the MA shall notify the LP regarding the unduly paid ERDF amount, and the LP is obliged to repay that amount, within 30 calendar days as of the receipt of the notification, together with the bank charges. If the Lead Partner fails to repay that amount, the procedure presented under paragraph 10 shall apply.

14) In case before the final payment to the Lead Partner, the MA determines that project indicators/objectives were not fulfilled/were partially fulfilled, proportional financial deductions shall be applied, according to the relevant legal provisions and the provisions of the Project Implementation Manual.

15) The final payment will be made by its deadline, in its entirety, only if all the recovery procedures of any known ERDF debts of the Lead Partner and/or concerned Partners are completed; otherwise, the final payment shall include only the ERDF amounts related to

the partners not affected by the ERDF recovery procedures.

16) Starting with the 31st day as of the expiry of the deadlines stipulated at paragraphs 7, 8, 11 and 13 an interest rate bigger with one and a half points than the rate applied by the European Central Bank as in force on the first working day from the month of the deadline date shall be applied to the owed amounts.

17) In case financial corrections are applied by the European Commission to the Programme with regard to the performance framework, the Managing Authority after consultation with the Member States and the Monitoring Committee, may decide to cover the financial correction from the projects' budgets which have not achieved their indicators.

18) In case the European Commission applies financial corrections to the Programme on the basis of extrapolation or flat rate, the Managing Authority, after consultation with the Member States and the Monitoring Committee, may decide to cover these corrections from the projects' budgets, concerned by the corrections.

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

20) In case of irregularities related to the relevant State aid/de minimis aid EU or national rules, the MA shall ensure the recovery of the aid granted, plus the related interests, calculated in accordance with the European provisions in force. The recovery of unlawful /misused State aid/de minimis aid shall be made according to European and national legislation in force and in compliance with Programme's rules, as well as the provisions of Minister Order No 1299/2024 and/or Minister Order No 1201/2023, respectively the provisions of the Memorandum of Implementation in force, where applicable.

    The provisions of the present paragraph apply also in case of unlawful/misused *indirect aid*, but in such case, the Member State shall ensure the recovery of the indirect aid granted by a LP or Project Partner settled on the territory of the respective Member State.

    For all those situations in which the implementation of the aid measure has not yet determined a damage to the market situation and accordingly a recovery is not necessary, the Managing Authority may issue an aid-stopping decision, covering the ERDF part of the aid awarded to LP and/or Project Partners still unpaid.

    If the European Commission issues a decision for the recovery of unlawful and incompatible aid, the decision of the European Commission to recover the unlawful or incompatible aid will be implemented by the aid provider, within the terms and conditions provided by the relevant national legislation.

12 Assignment, legal succession

1) The Lead Partner cannot renounce totally or partially the rights and obligations resulted from the present contract unless it has the clear agreement of the MA and of the Monitoring Committee.

2) In case of legal succession, e.g. where the LP changes their legal form, the LP is obliged to transfer all duties under this contract to the legal successor. The LP shall notify the MA about any change with 15 working days beforehand. The same shall apply in case of legal succession for one or more of the Project Partners.

13 Amendment

1) Any modification to the present contract shall be done with the agreement of both parties, within the implementation period, with the exception of the situations when the contract provides otherwise.

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

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

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

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

   a) changes in the partnership;

   b) substantial changes in the content of the project;

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

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

7) As an exception from the provisions of paragraphs 3 and 4 of the present article, other changes in the project will not require Subsidy contract modification by addendum, but the LP has to notify the Joint Secretariat in a written form in each case, at the moment when the changes occur. The JS will verify that the project change does not fall under cases regulated in paragraphs 4 and 5 and will inform the LP without any delay if it requires Subsidy contract modification by addendum.

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

14 Termination

1) Any breach of the provisions of the present contract may result in the termination of the present contract and in the recovery of the ERDF financing, including any interest and/or related bank charges.

2) The MA is entitled to terminate this contract, in whole or in part, without any other formality, and to demand repayment of the already paid ERDF amounts, if:

   a) The MA finds an inconsistency between the reality and the declarations of the LP 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 from 31 December of the year in which the final payment was made to the Lead Partner; or

c) The LP closes down; or

d) The MA finds that insolvency proceedings are instituted against the assets of the LP or any of the other project partners or insolvency proceedings are due to lack of assets for cost recovery, provided that this appears to prevent or risk the implementation of the project; or

e) The MA finds that during the implementation period of the project including 5 years from 31 December of the year in which the final payment was made to the Lead Partner, the LP or any project partner wholly or partly sells or transfer in any form the right of property of the infrastructure invested in / goods purchased from the financing, including under the conditions of article 65 from Regulation 2021/1060 (a cessation or transfer of a productive activity outside the Programme area, a change in ownership of an item of infrastructure which gives to a firm or a public body an undue advantage or a substantial change affecting its nature, objectives or implementation conditions which would result in undermining the original objectives); or

f) The MA decides that the project is ineligible, if during its implementation, including 5 years from 31 December of the year in which the final payment was made to the Lead Partner, 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

g) The LP fails to observe any of the obligations of article 7 Section A; or

h) The MA finds that, during the implementation period of the project, including 5 years from 31 December of the year in which the final payment was made to the Lead Partner, the LP or any Project Partner wholly or partly sells the project/results of the project/intellectual or industrial property rights drawn from the project/goods purchased from the financing granted herein to a third party; or

i) The MA finds that the LP failed to 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

j) The MA finds that the Lead Partner made false declarations regarding the VAT eligibility and de minimis/State aid, or any other false declarations.

3) The MA is entitled to terminate this contract, with a previous amicable procedure, and to demand repayment of the ERDF amounts already paid 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; or

b) the LP 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 LP or the Project Partners has/have impeded or prevented the auditing or control; or the recommendations resulted from the audit missions are not observed; or

d) a fraud is discovered at the LP/Project Partner level; or

e) the LP has failed to fulfil any other conditions or requirements stipulated in this contract; or

f) the LP repeatedly fails to submit project reports within the reporting deadlines; or

g) the LP 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.

4) In case the European Commission takes the decision of interrupting or totally suspending the ERDF funds, the Managing Authority may terminate the contract.

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 ERDF 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 their right of termination, the LP is obliged to transfer the reimbursed ERDF amounts to the MA. The amounts are due within 30 calendar days following the receiving 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 non-payment at the due date, interest on late payment bigger with 1.5 (one and a half point) than the rate applied by the Central European Bank from the first working day from the month of the deadline date shall be applied to the owed amounts, with the exception of awarded de minimis/State aid, in which case relevant legislation will prevail. This interest will not be supported from the contract value (they are ineligible expenditure).

7) If any of the circumstances stipulated at paragraphs 2 or 3 appear before the entire ERDF amount of the subsidy is paid to the Lead Partner, the payments will cease and there will be no requests from the Lead Partner for the reimbursement of the remaining ERDF amount.

8) For all cases of contract termination as mentioned within the present contract, the Lead Partner is legally late.

9) The MA can decide to terminate this contract, for the violation of any of the obligations stipulated in the contract.

10) Upon termination of the contract, the obligations of the LP must be respected, on case-to-case bases, as provided by article 7 - Lead Partner section, paragraph 17.

11) The Managing Authority may decide to terminate the present contract without fulfilling any other formalities and to fully recover the amounts already paid, if it is found that the LP/partners/project has not fulfilled the eligibility conditions at the time of submission of the application or no longer fulfills during the implementation period.

12) In case of non-compliance with the schedule of activities assumed by the contract, the Managing Authority may terminate the contract, after a prior analysis basis of the project implementation in case of delays and after consultation with the national authority.

13) The present contract can be terminated by agreement of the parties, after the recovery of the granted ERDF financing and related interests, if the case.

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 fulfilment of the obligations of one of the parties. The party invoking force majeure shall notify the other party regarding the force majeure event, within 5 (five) 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 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 5 (five) calendar days of the termination.

The responsible party will support all costs of the notification procedure.

2) The parties shall take all measures at their disposal to limit the consequences of Force Majeure.
3) 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.
4) The execution of the contract is suspended from the occurrence of force majeure during the whole period of its action.
5) If force majeure and / or its effects lead to the suspension of the execution of this Subsidy contract for a period longer than 3 months, the Parties will meet within a period not exceeding 10 calendar days from the expiry date of this period in order to agree on how to continue, modify or terminate the Contract.
6) Fortuitous event does not exonerate the parties in case of failure to execute totally or partially the obligations under this Contract.

16 Protection of personal data

1) Personal Data processing, storage and collection shall be performed according to the provisions of the Regulation No 679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) for the purpose of project implementation and monitoring, fulfilment of its objectives, as well as statistical purpose.
2) Personal Data, as classified by Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, shall be processed in accordance with the laws aforementioned throughout the Agreement Term, including during the Agreement objective check and follow-up, to the purpose and legal ground for which/based on which this contract is concluded.
3) The parties shall take appropriate technical and organizational actions, according to their respective institutional powers and duties to ensure a proper Personal Data security level, either in their processing and re-processing, or in their transfer to third-parties and publishing on internal or external public sources;
4) The parties shall provide, according to their own institutional powers and duties, all the technical and organizational conditions to keep the Personal Data confidentiality, integrity and availability;
5) The parties shall inform and notify each-other within maximum 72 hours, on any processing security breaches related to the Personal Data from this Agreement, in order to be urgently adopted the required technical and organizational actions and to be notified the National Supervisory Authority for Personal Data Processing (NSAPDP), according to the obligations arising from the provisions of Regulation (EU) No 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;
6) The parties, by their representatives assigned to process the Personal Data in this Agreement and in the Addendum to it, shall keep records of the processing activities according to Article 30 of the Regulation (EU) No 2016/679.
7) Each partner has the obligation of obtaining and keeping the records of the acknowledgements of the persons which are part of the projects' target group, as well as of all the persons involved in the implementation of the project whose personal data

are being used (e.g. project team members, external experts, guests to events, etc.), for the activities in their responsibility, for the attainment and implementation of the projects' objectives.

8) Any personal data will be processed solely for the purposes of the performance, management and monitoring of this Contract by the MA and may also be passed to the bodies in charge with monitoring, reporting, communication, evaluation or audit tasks according to Article 4 of the Regulation (EU) No 2021/1060 of the European Parliament and of the Council of 24 June 2021 laying down common provisions on the European Regional Development Fund, the European Social Fund Plus, the Cohesion Fund, the Just Transition Fund and the European Maritime, Fisheries and Aquaculture Fund and financial rules for those and for the Asylum, Migration and Integration Fund, the Internal Security Fund and the Instrument for Financial Support for Border Management and Visa Policy or any bodies/entities authorized by the MA. The Lead Partner and the Partners will have the right of access to their personal data and the right to rectify any such data.

9) The Lead Partner and the Partners shall limit access and use of personal data to that strictly necessary for the performance, management and monitoring of this Contract and shall adopt all appropriate technical and organizational security measures necessary to preserve the strictest confidentiality and limit access to this data.

17 Correspondence

1) To the effect of this contract, the parties shall choose headquarters at the address mentioned below where any official notifications can be lawfully served through the electronic system Jems, if possible and/or electronic correspondence at the following addresses:

   For MA - Ministry of Development, Public Works and Administration

   16 Libertății Boulevard, North Side, District 5, Bucharest, Romania, tel: +40 372 111 326, e-mail: rohu@mdlpa.gov.ro, tax identification number: 26369185

   For JS - Oradea Regional Office for Cross-Border Cooperation (BRECO)

   5 Gheorghe Doja street, Oradea, Bihor county, Romania, tel.: +40 259 473 174, fax: +40 259 473 175, e-mail address: joint.secretariat@brecoradea.ro, tax identification number: 17438340.

   For Lead Partner – Județul Timiș

   Revolutiei din 1989 Boulevard, number 17, postal code 300034, Timisoara, Timiș County, Romania, tel: +40 256 406 300, e-mail address: cjt@cjtimis.ro; gabriela.labunet@cjtimis.ro, tax identification number: 4358029

2) The correspondence in hard copy is made only when electronic correspondence accompanied by electronic signature is not possible.

3) All correspondence between the MA and the LP shall be done through the JS, in English, in electronic format.

4) Any change of headquarters shall be forwarded to the other party of this contract within 15 calendar days following the change of address.

18 Final provisions

1) In case a dispute arises between the MA and the LP, regarding the implementation of the present contract, an amicable settlement shall be attempted. The amicable procedure can also be carried out through the exchange of written documents that include the opinion of each party. The competent legal authorities shall solve the dispute in case no mutual agreement can be reached.

2) Romanian law governs the present contract.

3) The present contract 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 should be wholly or partly ineffective, the parties to this contract undertake to replace the ineffective provision by an effective provision which comes as close as possible to the purpose of the ineffective provision.

19 Signatures

1) This Contract is issued in two original copies, in English language, one for the Lead Partner and one for the Managing Authority.

2) The following Annexes shall be deemed to form and be read and construed as part of this contract:

   Annex 1: Project Application – the latest online approved version in the Joint Electronic Monitoring System - Jems

   Annex 2: Partnership Agreement

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. Any subsequent amendments to the contract and its Annexes made in accordance with the provisions of Article 13;

   b. Subsidy contract.

4) All amendments to this Contract will be issued in two original copies, in English language, one for the Lead Partner and one for the Managing Authority.

Managing Authority	**Lead Partner**
Ministry of Development, Public Works and Administration	**Județul Timiș/Timiș County**
Represented by/Legal representative:	**Legal representative:**
Minister of Development, Public Works and Administration	**President**
Name: Mr. CSEKE Attila	**Name: Mr. Alfred-Robert SIMONIS**
Signature Ghilea Gabriel-Traian Digitally signed by Ghilea Gabriel-Traian Date: 2025.06.06 11:12:34 +03'00'	**Signature** Simonis Alfred-Robert Semnat digital de Simonis Alfred-Robert Data: 2025.06.10 15:38:16 +03'00'
Date	**Date**

CAMELIA COPORAN

DIRECTOR GENERAL

DIRECȚIA GENERALĂ COOPERARE TERITORIALĂ EUROPEANĂ

ȘEFUL AUTORITĂȚII DE MANAGEMENT

PROGRAMUL INTERREG VI-A ROMÂNIA - UNGARIA

Iuliana-Camelia Coporan
Digitally signed by Iuliana-Camelia Coporan
Date: 2025.06.05 16:26:40 +03'00'

CONTROLUL FINANCIAR PREVENTIV PROGRAME

M.D.L.P.A.
VIZAT PENTRU
CONTROLOR FINANCIAR
PREVENTIV PROPRIU NR 10
Gabriela Donțu

Digitally signed by Dontu Gabriela-Ecaterina
Date: 2025.06.03 08:50:47 +03'00'

DADAS - FLORIN LĂPĂDATU

DIRECTOR GENERAL ADJUNCT

DIRECȚIA GENERALĂ JURIDICĂ

Semnatar: Radu Stefan-Adrian
Data si ora semnarii: 29-05-2025 11:51:18

Lisan Liviu-Bogdan
Digitally signed by Lisan Liviu-Bogdan
Date: 2025.05.30 09:53:04 +03'00'

Lapadatu Dadas-Florin
Digitally signed by Lapadatu Dadas-Florin
Date: 2025.05.30 10:32:48 +03'00'

RUXANDRA ȚUȚUIANU

ȘEF SERVICIU

SERVICIUL AUTORITATEA DE MANAGEMENT ROMÂNIA - UNGARIA

p. Crisu Florica-Liliana
Digitally signed by Crisu Florica-Liliana
Date: 2025.05.28 14:52:07 +03'00'