



DECIZIE

30.11.2021mun. Orhei
мун. Орхейnr. 13.21

Cu privire la aprobarea condițiilor Contractului de Grant între Goethe-Institute. V München, reprezentat de Goethe-Institut București, filiala România și Autoritatea executivă a Consiliului municipal Orhei

Având în vedere acceptarea în etapa a doua a aplicației Primăriei mun. Orhei din 30.09.2021, depusă on-line, în cadrul runde a doua a proiectului investițional pentru elaborarea strategiei de dezvoltare culturală în orașele non capitale în țările parteneriatului estic "European Union 4 Culture Fostering culture in the Eastern partner countries - promovarea culturii și creativității ca motor pentru creștere economică și dezvoltare socială în țările din Parteneriatul estic" (www.euneighbours.eu), în temeiul art.10, art.118-126 din Codul administrativ nr.116 din 19.07.2018; art.14, ali.(2), lit.n², v), alin.(3), art.40, alin.(2), lit.a), art.74, alin.(6) din Legea privind administrația publică locală nr.436-XVI din 28.12.2006; art.776, art.1010, art.1028 ale Codului Civil nr.1107 din 06.06.2002; art.4, alin.3 din Legea nr.397 din 16.10.2003 privind finanțele publice locale; art.44 din Legea nr. 181 din 25.07.2014 finanțelor publice și responsabilității bugetar-fiscale, examinând nota informativă prezentată,

CONSILIUL MUNICIPAL ORHEI DECIDE :

1. Se aprobă condițiile Contractului de Grant care va fi încheiat între Goethe-Institut e.v. München, reprezentat de Goethe-Institut București, filiala România și Autoritatea executivă a Consiliului municipal Orhei, obiectul căruia constituie suport sub formă de grant nerambursabil în volumul de 29944,00 (douăzeci și nouă mii nouă sute patruzeci și patru euro, 00 cenți) euro, etapa 1, pentru pregătirea elaborării strategiei de dezvoltare culturală a municipiului Orhei.

2. Se împuternicește Primarul municipiului Orhei dl. Pavel VEREJANU, să semneze Contractul de Grant, indicat în pct. 1 al deciziei prezente, din partea Autorității executive a Consiliului municipal Orhei, se anexează.

3. Autoritatea executivă a Consiliului municipal Orhei:

3.1) va întreprinde acțiunile necesare pentru realizarea obiectului Contractului de finanțare;

3.2) va ține evidența conformă a mijloacelor financiare transmise în conformitate cu prevederile legislației în vigoare.

4. Prezenta decizie intră în vigoare la data includerii acesteia în Registrul de Stat al actelor locale, se aduce la cunoștința persoanelor vizate și poate fi atacată în Judecătoria Orhei (adresa: str. Vasile Mahu, 135, mun. Orhei) în termen de 30 zile de la data comunicării.

5. Controlul asupra respectării prevederilor prezentei decizii revine viceprimarilor municipiului Orhei conform domeniilor de competențe.

Președintele ședinței

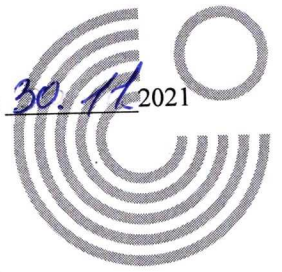
Semnat la data de 06.12. 2021

Contrasemnat: Secretar interimar al Consiliului municipal Orhei



Boris DARIEV

Grigore MÎRA



GRANT CONTRACT

TO SUPPORT THE PREPARATION
OF CULTURAL DEVELOPMENT
STRATEGY MADE AVAILABLE IN
THE FRAMEWORK OF THE EU
FUNDED PROJECT EU4CULTURE

CONTRACT DE FINANȚARE

PENTRU A SPRIJINI
PREGĂTIREA STRATEGIEI DE
DEZVOLTARE CULTURALĂ
POSIBILĂ DISPONIBILĂ ÎN CA-
DRUL PROIECTULUI FINANȚAT DE
UE EU4CULTURE

**GOETHE
INSTITUT**

Sprache. Kultur. Deutschland.

between

the **Goethe-Institut** e.V. represented by **Goethe-Institut Bukarest**, represented by Institute Director Mr. **Joachim Umlauf**, with address Calea Dorobantilor street Nr. 32, 010573, Bucharest, Romania, VAT Code (CIF): 9000000043124

- hereinafter **Goethe-Institut**-

And

1. the **Beneficiary**

Executive authority of the Orhei Local Council
160 nr, V. Mahu str, Orhei, Republic of Moldova
Represented by the mayor of Orhei Municipality, Pavel VEREJANU

- hereinafter **Beneficiary** -

Goethe-Institut and the Beneficiary will also be collectively referred to as the "Contract Parties".
In accordance with applicable European Union law and the laws of the Federal Republic of Germany and under contract number EU053, the Contract Parties are entering into the following

GRANT CONTRACT TO SUPPORT THE PREPARATION OF CULTURAL DEVELOPMENT STRATEGY MADE AVAILABLE IN THE FRAMEWORK OF THE EU FUNDED PROJECT EU4CULTURE
(“hereafter CONTRACT”)

§ 1 Contract object

- (1) In accordance with this contract and its Annexes, the Goethe-Institut shall award the Beneficiary a grant of up to
29944 [EUR]
(in words: Twenty-nine thousand nine hundred and forty-four euros)
- (2) This grant is exclusively being provided on the basis of the project announcement (**Annex 1 - Call for application**) and the Beneficiary's application dated 30.09.2021 (**Annex 2 – Application including Budget plan and self-declaration**) for the project indicated in the following (**purpose of the grant**):

între

Goethe-Institut e.V. reprezentat de **Goethe-Institut Bukarest**, reprezentat de Director Institut Dl. **Joachim Umlauf**, cu adresa în Calea Dorobantilor Nr. 32, 010573, București, România, COD TVA (CIF): 9000000043124

- denumit în continuare **Goethe-Institut**

și

1. **Beneficiarul**

Autoritatea executivă a Consiliului municipal Orhei
mun. Orhei, str. Vasile Mahu 160
Reprezentat de Primarul Municipiului Orhei, Pavel VEREJANU

- denumit în continuare **Beneficiar** –

Goethe-Institut și Beneficiarul vor fi, de asemenea, denumiți în mod colectiv „Părțile Contractante”.
În conformitate cu legislația aplicabilă a Uniunii Europene și cu legile Republicii Federale Germania și sub numărul de contract EU053, părțile contractante încheie următoarele:

CONTRACT DE FINANȚARE PENTRU A SPRIJINI PREGĂTIREA STRATEGIEI DE DEZVOLTARE CULTURALĂ DISPONIBILĂ ÎN CADRUL PROIECTULUI FINANȚAT DE UE - EU4CULTURE
(“în continuare CONTRACT”)

§ 1 Obiectul contractului

- (1) În conformitate cu prezentul Contract și cu anexele sale, Goethe-Institut acordă Beneficiarului o subvenție de până la
29944 [EUR]
(în cuvinte: Douăzeci și noua mii nouă sute patruzeci și patru euro)
- (2) Aceste fonduri se acordă exclusiv pe baza Anunțului de proiect (**Anexa 1 – Apel de aplicare**) iar aplicația Beneficiarului are data de 30.09.21 (**Anexa 2 – Aplicație care include Planul de proiect și declarația pe proprie răspundere**) pentru proiectul indicat în cele ce urmează (**scopul subvenției**):

EU4Culture: Promoting Culture & Creativity as an Engine for Economic Growth and Social Development in Eastern Partnership Countries

Stage 2: Grant to support the preparation of Cultural Development Strategies

(3) In the call for applications the Contract Parties particularly specify:

- The type of financing, such as maximum amount of the grant for stage 2;
- The expenditures estimated for individual measures;
- The eligible and ineligible costs for the respective projects;
- The specific work program, which is used to schedule milestones;
- The timing and project amount for balance payment on the basis of the final narrative and financial report;
- The Beneficiary's reporting and record-keeping obligations.

(4) The provisions laid out in

§ 5 must be followed.

(5) The following annexes constitute an integral and binding part of the contract:

Annex	Name
Annex 1	Call for Proposals - Guidelines for grant applicants
Annex 2	Application of the beneficiary (incl. self-declaration)
Annex 3	Work plan
Annex 4	Budget and financial plan
Annex 5	Future proof of expenditure
Annex 6	Final narrative and financial report

§ 2 Funding period

The funding period is defined as 01 December 2021 to 31 May 2022. No right can be derived for continuation of the financial relationship beyond the funding period.

§ 3 Reservation of rights

The Goethe-Institut reserves the right to reduce financial assistance or terminate this contract in the event that the requisite

EU4Culture: Promovarea culturii și creativității ca motor pentru creșterea economică și dezvoltarea socială în țările partener din zona de est

Etapă 2: Subvenție pentru sprijinul în vederea pregătirii Strategiilor de dezvoltare culturale

(3) În cadrul apelului pentru aplicare Părțile contractante vor specifica în mod special:

- a) tipul de finanțare, cum ar fi valoarea maximă a grantului pentru etapa 2;
- b) Cheltuielile estimate pentru măsuri individuale;
- c) costurile eligibile și neeligibile pentru proiectele respective;
- d) Programul specific de lucru, care este utilizat pentru programarea etapelor de referință;
- e) e) calendarul și valoarea proiectului pentru plata soldului pe baza raportului final narativ și financiar;
- f) f) Obligațiile Beneficiarului de raportare și evidență.

(4) Prevederile specificate în § 5 eligibile, trebuie respectate.

(5) Următoarele anexe constituie parte integrantă și obligatorie la Contract:

Annex	Name
Anexa 1	Apelul de propuneri - Ghidul aplicantului
Anexa 2	Aplicația beneficiarului (inclusive declarația pe proprie răspundere)
Anexa 3	Planul de activitate
Anexa 4	Bugetul și planul financiar
Anexa 5	Documentele de plată ulterioare
Anexa 6	Raportul narativ și financiar

§ 2 Perioada de finanțare

Perioada de finanțare este definită ca fiind 01 Decembrie 2021 – 31 Mai 2022. Nu se poate obține niciun drept pentru continuarea relației financiare după perioada de finanțare.

§ 3 Rezervarea drepturilor

Goethe-Institut își rezervă dreptul de a reduce asistența

financial assistance funds are not available at all or not available in full based on unforeseeable grounds which the Goethe-Institut is not responsible for, especially if the European Commission does not make the funds available in full or does not make the funds available at all.

§ 4 Beneficiary obligations

The Beneficiary must comply with the following provisions when making use of the grant.

- 1) The grant may only be used to meet the objective specified in this Contract including annexes. It must be used with efficiency and fiscal restraint.
- 2) The grant must not be used to build financial reserves.
- 3) Accounting and bookkeeping must be structured in an expedient and easy-to-understand manner and comply with national regulations.
- 4) Receipts must contain the information and attachments customary in business transactions, and expenditure records must particularly include: payment recipient, reason and date of payment, indication of the project name [EU4Culture], proof of payment, act of delivery and acceptance and in the case of equipment purchase(s), the purpose of use.
- 5) The Beneficiary must notify the Goethe-Institut without delay, if circumstances which are relevant to the grant here change or cease to apply. Examples of such circumstances especially include:
 - a) Situations that constitute or are likely to give rise to a conflict of interest;
 - b) The eligibility criteria named in the respective project announcement (Annex 1 – Call for Application, Annex 2 - Application);
 - c) Double funding for the same project;
 - d) Cancellation / early termination of the project.
 - e) Substantial changes in the budget plan²
- 6) For all publications made in relation to the project, the Beneficiary must indicate the project is being financed with EU funds in combination with the emblem of the European Union. Goethe-Institut will provide the logo to the Beneficiary. The beneficiary will comply with the manual indicated in the call for Call for Proposals "(Guidelines for grant applicants) (Annex I) , as well as the communication guidelines provided by Goethe-Institut.
- 7) Unless disclosure risks the Beneficiary's safety or harming its interests, Goethe Institute as well as the European Commission may publish in any form and medium including on its internet sites, the name and

financiară sau de a rezilia prezentul Contract în cazul în care fondurile necesare pentru asistență financiară nu sunt disponibile deloc sau în totalitate, datorită unor situații imprevizibile de care Goethe-Institut nu este responsabil, mai ales dacă Comisia Europeană nu pune la dispoziție fondurile în totalitate sau deloc.

§ 4 Obligațiile Beneficiarului

Beneficiarul trebuie să respecte următoarele prevederi atunci când folosește subvenția.

- 1) Subvenția poate fi utilizată numai pentru îndeplinirea obiectivului specificat în prezentul Contract, inclusiv anexele la acesta. Trebuie utilizat cu eficiență și constrângere fiscală.
- 2) Grantul nu poate fi utilizat pentru constituirea de rezerve financiare.
- 3) Contabilitatea și evidența contabilă trebuie să fie structurate într-un mod oportun și ușor de înțeles și să respecte reglementările naționale.
- 4) Chitanțele trebuie să conțină informațiile și anexele obișnuite în tranzacțiile comerciale, iar înregistrările de cheltuieli trebuie să includă în special: destinatarul plății, motivul și data plății, indicarea denumirii proiectului [EU4Culture], dovada plății, actul de dezafectare, imaginea și acceptarea și în cazul achiziției de echipamente, scopul utilizării.
- 5) Beneficiarul trebuie să notifice fără întârziere Goethe-Institut, în cazul în care circumstanțele relevante pentru acordarea subvenției se schimbă sau încetează să se aplice. Exemple de astfel de circumstanțe includ în special:
 - a) Situații care constituie sau în urma căruia există probabilitatea să se nască un conflict de interese;
 - b) Criteriul de eligibilitate definit în respectivul anunț de proiect (**Anexa 1 – Apel pentru aplicare, Anexa 2 - Aplicare**);
 - c) Finanțare dublă pentru același proiect;
 - d) Anularea / încetarea timpurie a proiectului.
 - e) Modificări substanțiale ale planului bugetar
- 6) Pentru toate publicațiile realizate în legătură cu proiectul, Beneficiarul trebuie să indice că proiectul este finanțat din fonduri UE în combinație cu emblema Uniunii Europene. Goethe-Institut va furniza sigla Beneficiarului. Beneficiarul va respecta manualul indicat în apelul de propuneri „(Orientări pentru solicitanții de granturi) (Anexa I) , precum și ghidurile de comunicare furnizate de Goethe-Institut.
- 7) Cu excepția cazului în care divulgarea pune în pericol

² Variation exceeding 25% of the amount originally entered in relation to each concerned main budget heading of eligible costs.

address of the beneficiary, the purpose and the amount of the grant.

§ 5 Eligible costs and procurement of items

- (1) Eligible project costs are those which:
 - a) are related to the purpose of the grant and are necessary for project execution,
 - b) are actually incurred by the Beneficiary,
 - c) are incurred within the funding period,
 - d) are explicitly named in the budget & financial plan,
 - e) meet the requirements laid out in the applicable provisions of tax and social legislation,
 - f) are reasonable and justified and also comply with the principle of sound financial management, in particular with regard to fiscal restraint and efficiency.
- (2) For reasons of economy and efficiency and to support equal opportunity and transparency, construction, delivery and service commissions and concessions are in principle awarded on the basis of a competition. In particular, the beneficiary must obtain three tenders, the contract award must be granted to the most economically advantageous tender, and the tender procedure must be verifiably documented on an ongoing basis. Otherwise, the public procurement rules applicable to the beneficiary and the terms and conditions set by the EU must be applied. Standard commercial rebates must be leveraged and conflicts of interests must be avoided. Procured items must be used by the close of the funding period and in line with the purpose of the grant pursuant under this contract.
- (3) The technical devices and equipment are to be inventoried by the beneficiary and may not be used for other purposes or sold.

§ 6 Grant payout

- (1) The following payout date applies:
 - Initial pre-financing payment: 70% of the grant (in amount of 21 000 EUR) will be paid no later than 10 (ten) working days after signing the Contract, but no later than 15th of December 2021
 - The Balance payment will be paid after submission of the final narrative and financial report and proof expenditure (including all the relevant supporting documents), but no later than 30th of July 2022
- (2) The following reporting period applies: from 01. December 2021 to 31 May 2022
- (3) If the payout is to be made in a local currency the total amount will be calculated according to the internal SAP currency exchange rate of Goethe-Institut as of the date of the Contract

siguranța Beneficiarului sau dăunează intereselor acestuia, Institutul Goethe, precum și Comisia Europeană, pot publica sub orice formă și suport, inclusiv pe site-urile sale de internet, numele și adresa beneficiarului, scopul și valoarea grantului.

§ 5 Costuri eligibile și achiziția de bunuri

- (1) Costurile eligibile ale proiectului sunt cele care
 - a) sunt legate de scopul finanțării și sunt necesare pentru executarea proiectului,
 - b) sunt efectiv angajate de Beneficiar,
 - c) sunt suportate în perioada de finanțare,
 - d) sunt denumite în mod explicit în buget și în planul financiar,
 - e) îndeplinesc cerințele prevăzute în dispozițiile aplicabile ale legislației fiscale și sociale,
 - f) sunt rezonabile și justificate și respectă, de asemenea, principiul bunei gestiuni financiare, în special în ceea ce privește limitarea fiscală și eficiența.
- (2) Din motive de economie și eficiență și pentru a sprijini egalitatea de șanse și transparența, comisioanele și concesiunile de construcție, livrare și servicii sunt în principiu atribuite pe baza unui concurs. În principal, Beneficiarul trebuie să obțină trei oferte, atribuirea contractului trebuie să fie acordată conform ofertei celei mai avantajoase din punct de vedere economic, iar procedura de licitație trebuie să fie documentată continuu în mod verificabil. În caz contrar, trebuie aplicate normele privind achizițiile publice aplicabile Beneficiarului și termenii și condițiile stabilite de UE. Reducerile comerciale standard trebuie valorificate și trebuie evitate conflictele de interese. Articolele achiziționate trebuie utilizate până la încheierea perioadei de finanțare și în conformitate cu scopul subvenției în temeiul prezentului Contract.
- (3) Dispozitivele și echipamentele tehnice urmează a fi inventariate de către beneficiar și nu pot fi utilizate în alte scopuri sau vândute.

§ 6 Plata finanțării

- (1) Se aplică următoarea dată de plată:
 - Plata inițială de prefinanțare: 70% din grant (în valoare de 21 000 EUR) va fi plătită în cel mult 10 (zece) zile lucrătoare de la semnarea Contractului, dar nu mai târziu de 15 decembrie 2021
 - Plata soldului va fi plătită după depunerea raportului final narativ și financiar și a cheltuielilor de dovadă (inclusiv toate documentele justificative relevante), dar nu mai târziu de 30 iulie 2022
- (2) Se aplică următoarea perioadă de raportare: de la 01 decembrie 2021 până la 31 mai 2022
- (3) Dacă plata va fi efectuată într-o monedă locală,

- (4) The payout will be performed as agreed to the following Beneficiary account:

Account holder: Orhei City Hall

Account no. / MD30NBPBHD132123U10933AA

IBAN:

Financial institu- National Bank of Moldova

tion:

- (5) At the end of the funding period, but no later than June 21, 2022 the Beneficiary must submit the final and narrative report (**Annex 6 - Final narrative and financial report**) including the actual costs incurred during the period and a proof of expenditure (**Annex 5 – Proof of Expenditure**), i.e., numerical proof and list of receipts and all other relevant supporting documents (time sheets, contracts, receipts, invoices, proof of payments etc.)
- (6) The numerical proof of expenditure must itemize revenues and expenditures in timely chronological order and separated from each other on the basis of the structure in the work plan and/or budget and financial plan (Annex 3 and Annex 4), where expenditure and revenues incurred in national currency are to be reported in Euro according to the SAP currency exchange provided by Goethe-Institut as of the Contract date § 6 (3). Evidence must include all revenues and expenditures associated with the grant object.
- (7) Prior to grant payout, an audit of the payment request will be performed by [Alt. 1: Goethe-Institut / Alt. 2: a commissioned third party] - taking into account the updated work plan and/or budget and financial plan - as to whether costs are real, accurate, suitably recorded, and eligible in accordance with the terms of the Contract. § 10 Controlling, expenditure verification applies accordingly.
- (8) If this audit yields any objections, then the Goethe-Institut may request additional information or documents and may suspend, terminate, or reclaim the grant for collection. To such extent, § 8 Suspendarea, reducerea, și încetarea finanțării the grant and § 12 apply accordingly
- (9) The Beneficiary must update and submit to Goethe-Institut the work plan, the budget and financial plan, and the proof of expenditure (Annex 5 – Proof of Expenditure) after the reporting period, yet no later than 21 June 2022. This particularly includes updating the work plan with respect to project progress and milestones achieved; updating the budget and financial plan (Annex 6 – Final narrative and financial report) including the actual costs incurred during a completed reporting period, an updated justification of cost items; the proof of expenditure, i.e. numerical proof and list of receipts and all relevant supporting documents.
- (10) With the submission of the final narrative and finan-

suma totală va fi calculată conform cursului valutar intern SAP al Goethe-Institut de la data contractului

- (4) Plata se va face conform celor agreeate în contul Beneficiarului:

Titular cont: Primăria municipiului Orhei

Cont nr. / IBAN: MD30NBPBHD132123U10933AA

Instituția Banca Nationala a Moldovei

financiară:

- (5) La sfârșitul perioadei de finanțare, dar nu mai târziu de 21 iunie 2022, Beneficiarul trebuie să prezinte raportul final și narativ (Anexa 6 - Raportul narativ și financiar final) cuprinzând costurile efective suportate în perioada și o dovadă a cheltuielilor (Anexa 5 – Dovada cheltuielilor), adică dovada numerică și lista de chitanțe și toate celelalte documente justificative relevante (fișe de pontaj, contracte, chitanțe, facturi, dovezi de plăți etc.)
- (6) Dovada numerică a cheltuielilor trebuie să detalieze veniturile și cheltuielile în ordine cronologică la timp și separate unele de altele pe baza structurii din planul de lucru și/sau buget și plan financiar (Anexa 3 și Anexa 4), în cazul în care cheltuielile și Veniturile realizate în moneda națională trebuie raportate în euro conform schimbului valutar SAP furnizat de Goethe-Institut la data contractului § 6 (3). Dovezile trebuie să includă toate veniturile și cheltuielile asociate obiectului grantului.
- (7) Înainte de acordarea plății, va fi efectuat un audit al cererii de plată de către [Alt. 1: Goe-the-Institut / Alt. 2: o terță parte comandată] - ținând cont de planul de lucru actualizat și/sau bugetul și planul financiar - dacă costurile sunt reale, exacte, înregistrate corespunzător și eligibile în conformitate cu termenii Contractului. § 10 Controlul, verificarea cheltuielilor se aplică în mod corespunzător.
- (8) Dacă acest audit ridică obiecții, Goethe-Institut poate solicita informații sau documente suplimentare și poate suspenda, înceta sau revendica subvenția pentru colectare. În acest sens, se aplică § 8 Suspendarea, reducerea, și încetarea finanțării finanțării și § 12 .
- (9) Beneficiarul trebuie să actualizeze și să prezinte către Goethe-Institut planul de lucru, bugetul și planul financiar, precum și dovada cheltuielilor (Anexa 5 – Dovada cheltuielilor) după perioada de raportare, dar nu mai târziu de 21 iunie 2022. Aceasta include în special actualizarea planului de lucru în ceea ce privește progresul proiectului și reperele atinse; actualizarea bugetului și a planului financiar (Anexa 6 – Raport final narativ și financiar) inclusiv costurile efective suportate pe parcursul unei perioade de raportare încheiate, o justificare actualizată a elementelor de cost; dovada cheltuielilor, adică dovada numerică și lista de chitanțe și toate documentele justificative relevante.
- (10) Prin depunerea raportului narativ și financiar final, beneficiarul confirmă că cheltuielile care au fost efectuate au fost necesare, că s-au exercitat eficiență și constrângere fiscală și că informațiile sunt în concordanță cu registrele și

cial report the beneficiary confirms that the expenditures which have been made were necessary, that efficiency and fiscal restraint have been exercised, and that the information is consistent with the books and the original receipts.

- (11) At the request of Goethe-Institut, the Beneficiary is obliged to grant unlimited accessibility to all relevant original documents.

§ 7 Unexpended funds

If it becomes apparent during or after project execution that a portion of the grant is not needed or is no longer needed for the purpose of the grant, then unexpended funds must be returned to the Goethe-Institut via the following account no later than 10 working days after the expenditure verification by Goethe Institut.

Account holder: Goethe-Institut Bukarest

Account no. / RO50INGB0001000513980717 (EURO)
IBAN:

Financial institution: ING BANK

§ 8 Suspension, reduction, and termination of the grant

- (1) If the Goethe-Institut discovers irregularities or that contract terms have been breached by the Beneficiary, then the Goethe-Institut may at any time suspend, reduce, or in accordance with § 12 terminate payment of the grant.

(2) In the event of suspension, payments will be resumed as soon as the prerequisites named to the Beneficiary are met and the Goethe-Institut has acquired knowledge thereof accordingly.

(3) In the event there has been a reduction to payments, the payments will be adjusted accordingly. In the event that irregularities or contract violations have been remedied such that contractual compliance is duly re-established, the reduction can be annulled and the grant can be paid out as originally agreed.

(4) Before suspending, reducing, or terminating the grant, the Goethe-Institut can provide the Beneficiary with an opportunity to state their position or can issue the Beneficiary a warning.

§ 9 Repayment of the grant

- (1) At the Goethe-Institut's request, the Beneficiary must repay the grant in whole or in part if
- the preconditions for contract conclusion have ceased to apply;
 - contract conclusion was performed based on Contract Partner information that was incorrect or incomplete, especially when the Contract Partner has presented a calculation that was incomplete, incorrect, or not in line with the rules of proper business management;
 - the Beneficiary breaches material contractual obligations.

chitanțele originale. .

- (11) La cererea Goethe-Institut, Beneficiarul este obligat să acorde acces nelimitat tuturor documentelor originale relevante.

§ 7 Fonduri neașteptate

Dacă devine evident în timpul sau după executarea proiectului că o parte din subvenție nu este necesară sau nu mai este necesară în scopul subvenției, atunci fondurile necheltuite trebuie returnate către Goethe-Institut în următorul cont, nu mai târziu de 10 zile lucrătoare după verificarea cheltuielilor de către Goethe Institut.

AccouTitular cont: Goethe-Institut Bukarest

Cont nr. / IBAN: RO50INGB0001000513980717 (EU-RO)

Instituția financiară: ING BANK

§ 8 Suspendarea, reducerea, și încetarea finanțării

- (1) În cazul în care Goethe-Institut descoperă nereguli sau că termenii Contractului au fost încălcați de Beneficiar, atunci Goethe-Institut poate oricând să suspende, să reducă sau în conformitate cu § 12 Contractului să înceteze plata în cadrul finanțării.
- (2) În caz de suspendare, plățile vor fi reluate de îndată ce sunt îndeplinite condițiile preliminare din partea Beneficiarului și după ce Goethe-Institut a luat la cunoștință despre acestea.
- (3) În cazul în care a existat o reducere a plăților, acestea vor fi ajustate în consecință. În cazul în care neregulile sau încălcările contractuale au fost remediate astfel încât respectarea contractuală să fie restabilită în mod corespunzător, reducerea poate fi anulată și subvenția poate fi plătită conform acordului inițial.
- (4) Înainte de suspendarea, reducerea sau încetarea subvenției, Goethe-Institut poate oferi Beneficiarului posibilitatea de a-și exprima poziția sau poate emite către Beneficiar, un avertisment.

§ 9 Restituirea subvenției

- (1) La cererea Goethe-Institut, Beneficiarul trebuie să restituie subvenția complet sau în parte dacă
- condițiile prealabile pentru încheierea Contractului au încetat să se aplice;
 - încheierea Contractului a fost efectuată pe baza informațiilor Partenerului contractual care erau incorecte sau incomplete, mai ales atunci când Partenerul contractual a pus la dispoziție un calcul incomplet, incorect sau care nu este în conformitate cu regulile de gestionare corectă a activității;
 - Beneficiarul încalcă obligațiile materiale contractuale
 - fondurile nu sunt utilizate sau nu se utilizează în mod corespunzător sau în conformitate cu scopul prevăzut;
 - încheierea Contractului a fost efectuată pe baza

tions;

- d) funds are not being used or not being used duly or in line with the intended purpose;
- e) contract conclusion was performed based on information of the Beneficiary that was incorrect or incomplete to a material extent;
- f) the Beneficiary receives double funding for the same project;
- g) the Beneficiary cannot duly substantiate claimed costs; or
- h) costs which were duly evidenced by the Beneficiary prove to be ineligible.

- (2) The resulting reimbursement claim will be payable immediately upon the notification of its emergence by the Contract Parties via the usual communication channels and will be subject to an interest rate from that point onward in the amount of five percentage points over the base rate of the Deutsche Bundesbank.
- (3) The amount to be reimbursed is the amount in euros (in case of partial payments, their total amount in euros) indicated at the time of payout. In the event of reimbursement in a local currency, the amount in euros will be the amount yielded based on the SAP currency exchange rate of Goethe-Institut as per the date of initial grant payment.
- (4) Deficits cannot be offset against the awarded grant for the following stage.

§ 10 Controlling, audits

- (1) During project implementation and from 30. September 2021 up to five years, the Goethe-Institut can verify whether the Beneficiary is executing and/or has executed the project duly and is complying with and/or has complied with their obligations pursuant to the contract. Such verification encompasses the accuracy and correctness of the Beneficiary's financial accounting and invoicing.
- (2) The Goethe-Institut has the right to request books, receipts, and other business documents from the Beneficiary and also to audit or have third parties audit how the grant is being used via on-site audits. The European Commission has the same right. The Beneficiary will provide the necessary documentation, supply the necessary information, and - in the event of on-site audits - grant access to the sites and facilities of project execution for Goethe-Institut staff, to the European Commission, or to their representatives.
- (3) The Beneficiary must store all original documents - especially accounting and tax documents - for a period of five years counting from 30. September 2021 using any suitable medium - including digitized originals, provided that doing so is permitted by applicable national laws and is carried out in accordance with the corresponding legal provisions.
- (4) The Goethe-Institut, the European Commission, and/or their representative will prepare an audit report.
- (5) After completion of the audit report, the Goethe-Institut

informațiilor Beneficiarului care au fost incorecte sau incomplete în măsură semnificativă;

- f) Beneficiarul primește finanțare dublă pentru același proiect;
- g) Beneficiarul nu poate justifica în mod corespunzător costurile solicitate; sau
- h) costurile care au fost dovedite în mod corespunzător de către Beneficiar se dovedesc a fi neeligibile.

- (2) Cererea de rambursare rezultată va fi plătită imediat după notificarea apariției acesteia de către părțile contractante prin canalele obișnuite de comunicare și va fi supusă, începând cu acel moment, o rată a dobânzii în valoare de cinci puncte procentuale peste baza de bază. rata dobânzii Deutsche Bundesbank.
- (3) Suma de rambursat este suma în euro (în cazul plăților parțiale, suma totală a acestora în euro) indicată la momentul plății. În cazul rambursării într-o monedă locală, suma în euro va fi suma obținută pe baza cursului de schimb valutar SAP al Goethe-Institut la data plății inițiale a grantului.
- (4) Deficitele nu pot fi compensate cu grantul acordat pentru etapa următoare.

§ 10 Control, audit

- (1) Pe parcursul implementării proiectului și începând cu 30 septembrie 2021 până la cinci ani, Goethe-Institut poate verifica dacă Beneficiarul execută și/sau a executat proiectul în mod corespunzător și își respectă și/sau și-a respectat obligațiile în temeiul Contractului. O astfel de verificare cuprinde acuratețea și corectitudinea contabilității financiare și a facturării Beneficiarului.
- (2) Goethe-Institut are dreptul să solicite registre, chitanțe și alte documente comerciale de la Beneficiar și, de asemenea, să auditeze sau să solicite terților să auditeze modul în care subvenția este utilizată prin efectuarea de audituri la fața locului. Comisia Europeană are același drept. Beneficiarul va furniza documentația necesară, va furniza informațiile necesare și - în cazul auditurilor la fața locului - va acorda acces la locațiile și facilitățile de execuție a proiectului pentru personalul Goethe-Institut, Comisiei Europene sau reprezentanților acestora.
- (3) Beneficiarul trebuie să arhiveze toate documentele originale - în special documentele contabile și fiscale - pentru o perioadă de cinci ani începând cu 30 septembrie 2021 utilizând orice suport adecvat - inclusiv originalele digitalizate, cu condiția ca acest lucru să fie permis de legislația națională aplicabilă și efectuate în conformitate cu dispozițiile legale corespunzătoare.
- (4) Goethe-Institut, Comisia Europeană și/sau reprezentantul acestora vor pregăti un raport de audit.
- (5) După finalizarea raportului de audit, Goethe-Institut va informa Beneficiarul cu privire la principalele constatări ale raportului. Dacă proiectul nu a fost încă finalizat, atunci Beneficiarul trebuie să pună în aplicare fără întârziere recomandările Goethe-Institut rezultate din constatările raportului de audit și să furnizeze dovezi corespunzătoare

will inform the Beneficiary about the report's main findings. If the project has not yet been completed, then the Beneficiary must implement without delay the Goethe-Institut's recommendations yielded from audit report findings and provide corresponding evidence to the Goethe-Institut upon request.

§ 11 Contract modifications

- (1) Amendments and supplements to this Contract must be made in writing, duly substantiated and, as necessary, evidenced in records.
- (2) No amendment may have the objective of or result in the contract being amended such that the decision to award the grant is called into question or the equal treatment of other applicants is violated.
- (3) Amendments will take effect as per the date agreed by the Contract Parties or, if no date has been specified, as per the date on which the amended contract enters force.

§ 12 CONTRACT termination

- (1) The Beneficiary may terminate this contract with due notice as per the end of a calendar month. Notification must be performed in writing. Notice of termination must state the reason for termination as well as the date on which the termination will take effect; the earliest date on which termination can take effect is as per the end of the following calendar month.
- (2) The Goethe-Institut may terminate this contract for good cause if one of the following termination grounds is met:
 - a) There is a change in the legal, financial, technical, or organizational situation or ownership of the Beneficiary which is likely to significantly impair execution of the contract or to call into question the decision to grant this financial aid;
 - b) The Beneficiary fails to implement the project(s) as agreed, i.e. poorly, incompletely, or late, or fails to fulfill any other material obligation under the contract;
 - c) The Beneficiary or a person who holds unlimited liability for the Beneficiary's debts meets one of the situations referred to in Article 106 (1) (a) or (b) of the Financial Regulation³;
 - d) The Beneficiary or a party affiliated with the Beneficiary finds itself in one of the situations cited in Article 106 (1) (c) to (f) of the Financial Regulation, or falls within the scope of Article 106 (2) of the Financial Regulation.
 - e) The Goethe-Institut has evidence that the Beneficiary or any affiliated party has been guilty of serious errors, irregularities, or fraud during the granting process or during contract execution, including cases where the Beneficiary or the corresponding affiliated party has submitted misinformation or failed to provide requested information;

celor de la Goethe-Institut, la cerere.

§ 11 Modificări contractuale

- (1) Modificările și completările la acest Contract trebuie făcute în scris, justificate corespunzător și, după caz, evidențiate în registre.
- (2) Nicio modificare nu poate avea ca scop, sau să ducă la modificarea Contractului, astfel încât decizia de acordare a subvenției să fie pusă sub semnul întrebării sau să fie încălcat tratamentul egal al altor solicitanți.
- (3) Modificările vor intra în vigoare la data convenită de Părțile contractante sau, dacă nu a fost specificată nicio dată, la data intrării în vigoare a Contractului modificat.

§ 12 Încetarea Contractului

- (1) Beneficiarul poate rezilia prezentul Contract printr-o notificare emisă în acest sens, la sfârșitul lunii calendaristice. Notificarea trebuie efectuată în scris. Notificarea rezilierii trebuie să menționeze motivul rezilierii, precum și data la care rezilierea va intra în vigoare; cea mai timpurie dată la care rezilierea poate intra în vigoare este la sfârșitul lunii calendaristice următoare.
- (2) Goethe-Institut may poate rezilia avest Contract cu temei, prin îndeplinirea unuia dintre următoarele motive pentru reziliere:
 - a) Există o modificare a situației juridice, financiare, tehnice sau organizaționale sau a proprietății Beneficiarului, care este susceptibilă să afecteze în mod semnificativ executarea Contractului, sau să pună la îndoială decizia de acordare a acestui ajutor financiar;
 - b) Beneficiarul nu reușește să pună în aplicare proiectul (proiectele) așa cum s-a convenit, respectiv implementarea este de slabă calitate, incompleta sau târzie, sau nu îndeplinește nicio altă obligație materială conform Contractului;
 - c) Beneficiarul sau o persoană care deține răspundere nelimitată pentru datoriile Beneficiarului îndeplinește una dintre situațiile menționate la articolul 106 alineatul (1) litera (a) sau (b) din Regulamentul Financiar³;
 - d) Beneficiarul sau o parte afiliată Beneficiarului se află într-una din situațiile menționate la articolul 106 alineatul (1) literele (c) - (f) din Regulamentul financiar sau intră în domeniul de aplicare al articolului 106 alineatul (2) din Regulamentul financiar.
 - e) Goethe-Institut are dovezi că Beneficiarul sau orice parte afiliată Beneficiarului s-a făcut vinovată de erori grave, nereguli sau fraude în timpul procesului de acordare sau în timpul executării Contractului, inclusiv în cazurile în care Beneficiarul sau partea afiliată corespunzătoare au prezentat informații greșite sau nu au furnizat informațiile solicitate;
 - f) Goethe-Institut are dovezi că Beneficiarul a comis erori legate

³ Regulamentul (UE, Euratom) nr. 966/2012 al Parlamentului European și al Consiliului din 25 octombrie 2012 privind normele financiare aplicabile bugetului general al Uniunii.

- f) The Goethe-Institut has evidence that the Beneficiary has committed system-related or recurrent errors, irregularities, fraud, or serious breach of duty in relation to other financial grants awarded to the Beneficiary via the European Union or Euratom under similar conditions and that the errors, irregularities, fraud or breach of duty in question have a material impact on the financial aid here; or
- g) The Goethe-Institut has requested that the Beneficiary terminate the participation of an affiliated institution because that institution has met a situation named in sub-clauses (e), (f), or (g) and the Beneficiary has failed to request a change with respect to the participation of the respective institution or failed to reassign that institution's tasks.
- (3) Termination for good cause will only be permissible if the Goethe-Institut
- a) in the cases under sub-clauses (2) (a) and (c) to (g) has communicated to the Beneficiary the intention to terminate as well as the reasons for termination and has provided the Beneficiary with the opportunity to state their position within a reasonable deadline of at least two weeks;
- b) in the case of sub-clause (2) (b), has provided the Beneficiary with a reasonable deadline of at least two weeks to remedy such breach.
- (4) The Beneficiary must submit a request for residual balance payment within 60 calendar days after the date on which termination takes effect. Only costs incurred up to the date of termination and not reclaimed by Goethe-Institut will be taken into account. If Goethe-Institut does not receive a request for remaining balance payment within the cited period, then only the costs which have been listed in an approved implementation report and in an approved statement of account, as applicable, will be reimbursed and/or covered by the financial aid.
- (5) If the Goethe-Institut terminates the contract in accordance with sub-clause (2) here, then it may reclaim from the Beneficiary all or part of the financial aid amounts which have already been approved and paid out. In such case, the Beneficiary will not have a right to retention based on an approved amount having already been expended.

§ 13 Ownership and exploitation of results

The Beneficiary concedes to the Goethe-Institut a non-exclusive, transferable, and perpetual exploitation right (including the requisite editing and reproduction rights) to reports, further documents relating to the Project, and all other work results, including computer programs, as are produced during project execution and financed in whole or in part under this Financial Aid Contract.

§ 14 Confidentiality

- (1) The Contract Parties must maintain confidentiality with respect to all confidential information and documents received during project execution and may only use such information and documents for ends other than fulfillment of contractual obligations with prior written consent from the other Contract Party. This obligation will apply for five years

- de sistem sau recurente, nereguli, fraude sau încălcări grave ale obligațiilor în legătură cu alte subvenții financiare acordate Beneficiarului de Uniunea Europeană sau Euratom în condiții similare și că erorile, neregulile, fraudă sau încălcarea obligațiilor în cauză au un impact semnificativ asupra ajutorului financiar actual; sau
- g) Goethe-Institut a solicitat Beneficiarului să înceteze participarea unei instituții afiliate, deoarece acea instituție a îndeplinit o situație menționată la sub-clauzele (e), (f) sau (g) și Beneficiarul nu a solicitat o schimbare în ceea ce privește participarea instituției respective sau nu a reușit să reatribuie sarcinile instituției respective.
- (3) Rezilierea din motive întemeiate va fi permisă numai dacă Goethe-Institut
- a) în cazurile prevăzute la sub-clauzele (2) (a) și (c) - (g) a comunicat Beneficiarului intenția de a rezilia, precum și motivele rezilierii și a oferit Beneficiarului posibilitatea de a-și declara poziția, în termen rezonabil de cel puțin două săptămâni;
- b) în cazul sub-clauzei (2) (b), a oferit Beneficiarului un termen rezonabil de cel puțin două săptămâni pentru a remedia o astfel de încălcare.
- (4) Beneficiarul trebuie să depună o cerere de plată a soldului rezidual în termen de 60 de zile calendaristice de la data la care încetarea intră în vigoare. Vor fi luate în considerare doar costurile suportate până la data rezilierii și care nu au fost recuperate de Goethe-Institut. Dacă Goethe-Institut nu primește o cerere de plată a soldului rămas în perioada menționată, atunci numai costurile care au fost enumerate într-un raport de implementare aprobat și într-un extras de cont aprobat, după caz, vor fi rambursate și /sau acoperite de ajutorul financiar.
- (5) În cazul în care Goethe-Institut încetează Contractul în conformitate cu sub-clauza (2) de aici, acesta poate solicita Beneficiarului toate sau o parte din sumele ajutorului financiar care au fost deja aprobate și achitate. În acest caz, Beneficiarul nu va avea dreptul la reținere pe baza unei sume aprobate care a fost deja cheltuită.

§ 13 Proprietate și exploatarea rezultatelor

Beneficiarul acordă Goethe-Institut un drept de exploatare neexclusiv, transferabil și perpetuu (inclusiv drepturile necesare de editare și reproducere) la rapoarte, documente suplimentare referitoare la proiect și toate celelalte rezultate ale lucrărilor, inclusiv programe de calculator, rezultate în perioada execuției proiectului și finanțate integral sau parțial în temeiul prezentului Contract de finanțare.

§ 14 Confidențialitate

- (1) Părțile contractante trebuie să păstreze confidențialitatea cu privire la toate informațiile și documentele confidențiale primite în timpul execuției proiectului și pot utiliza aceste informații și documente în alte scopuri decât pentru îndeplinirea obligațiilor contractuale, numai cu acordul prealabil scris al celeilalte părți contractante.
- (2) Aceste obligații de confidențialitate nu se vor aplica dacă:
- a) partea care dezvăluie exonerează cealaltă parte de aceste

counting from the final balance payment date.

- (2) These confidentiality obligations will not apply if:
- a) the disclosing party releases the other party from these obligations;
 - b) the respective confidential information or documents entered the public domain without any breach of confidentiality obligations;
 - c) the disclosure of the confidential information or documents is required by law.

§ 15 Data protection

- (1) The parties must comply with the requirements under the General Data Protection Regulation (GDPR) at all times. In particular, each party must verify whether data meets the definition of personal data under the GDPR.
- (2) When a party provides personal data, it must simultaneously name the information required under Art. 13 and Art. 14 GDPR as well as the legal foundation(s) for processing and permissible ends, including any potential further processing objectives. If a party does not explicitly communicate that its data contains personal data yet such data does indeed include personal data, then the party which has provided such data will indemnify and hold harmless the other party or parties with respect to all obligations, including damage compensation obligations, which arise from the processing of such data by the other party or parties.
- (3) If a party identifies a potential data protection violation or risks associated with the use of data, then that party will notify the data-providing party without delay such that the data-providing party can undertake measures to reinstate data protection.

§ 16 Liability

- (1) Goethe Institut cannot under any circumstances or for any reason be held liable for damage or injury sustained by the staff or property of the beneficiary while the action is being carried out or as a consequence of the action. Goethe-Institut cannot, therefore, accept any claim for compensation or increases in payment in connection with such damage or injury.
- (2) The beneficiary shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them while the action is being carried out or as consequence of the action. The beneficiary shall discharge Goethe-Institut of all liability arising from any claim or action brought as a result of an infringement of rules or regulations by the beneficiary or beneficiary's employees or individuals for whom those employees are responsible for, or as a result of violation of a third party's rights. For the purpose of this Paragraph employees of the beneficiary shall be considered third parties.

§ 17 Miscellaneous

- (1) The potential invalidity of individual provisions in this Contract will not affect its validity in other respects. In such case, an invalid provision must be retroactively reinterpreted or supplemented such that its intended purpose is

obligatii;

- b) informațiile sau documentele confidențiale respective au intrat în domeniul public fără încălcarea obligațiilor de confidențialitate;
- c) divulgarea informațiilor sau documentelor confidențiale este necesară conform legii.

§ 15 Protecția datelor

- (1) Părțile trebuie să respecte în permanență cerințele din Regulamentul general privind protecția datelor (RGPD). În special, fiecare parte trebuie să verifice dacă datele corespund definiției datelor cu caracter personal conform RGPD.
- (2) Atunci când o parte furnizează date cu caracter personal, aceasta trebuie să denumească simultan informațiile solicitate în temeiul art. 13 și art. 14 GDPR, precum și fundamentele legale pentru prelucrare și scopurile admisibile, inclusiv eventualele obiective de prelucrare ulterioare. În cazul în care o parte nu comunică în mod explicit că datele sale conțin date cu caracter personal, însă aceste date includ într-adevăr date cu caracter personal, atunci partea care a furnizat aceste date va despăgubi și va exonera cealaltă parte sau părțile de toate obligațiile, inclusiv obligațiile de compensare a daunelor, care decurg din prelucrarea acestor date de către cealaltă parte sau părți.
- (3) Dacă o parte identifică o potențială încălcare a protecției datelor sau riscuri asociate cu utilizarea datelor, atunci partea respectivă va notifica fără întârziere partea care furnizează datele, astfel încât partea care furnizează date să poată întreprinde măsuri pentru a restabili protecția datelor.

§ 16 Responsabilități

- (1) Goethe Institut nu poate fi tras la răspundere în nicio circumstanță sau din orice motiv pentru prejudiciul sau vătămarea suferită de personalul sau bunurile beneficiarului în timpul desfășurării acțiunii sau ca urmare a acțiunii. Prin urmare, Goethe-Institut nu poate accepta nicio cerere de despăgubire sau majorări de plată în legătură cu astfel de daune sau vătămări.
- (2) Beneficiarul își asumă responsabilitatea exclusivă față de terți, inclusiv răspunderea pentru pagubele sau prejudicii de orice fel suferite de aceștia în timpul desfășurării acțiunii sau ca urmare a acțiunii. Beneficiarul exonerează Goethe-Institut de orice răspundere care decurge din orice pretenție sau acțiune introdusă ca urmare a încălcării regulilor sau reglementărilor de către beneficiar sau angajații beneficiarului sau persoanele pentru care acești angajați sunt responsabili sau ca rezultat al încălcării drepturilor unui terț. În sensul prezentului alineat, angajații beneficiarului sunt considerați terți.

§ 17 Diverse

- (1) Potențiala invaliditate a prevederilor individuale din prezentul Contract nu va afecta valabilitatea acestuia în alte privințe. În acest caz, o prevedere nevalidă trebuie reinterpretată sau completată retroactiv, astfel încât scopul propus să fie atins în cea mai mare măsură posibilă. Același lucru este valabil și pentru completarea

attained to the greatest possible extent. The same applies to filling any potential gaps in this Contract.

- (2) This financial aid does not constitute the foundation for any legal employment relationship with Goethe-Institut.

§ 18 Applicable law

The Contract Partners are in contract that this Contract will be subject to the provisions of the Association Agreement between the European Union and the European Atomic Energy Community and their Member States, of the one part, and the Republic of Moldova, of the other part, approved by the Law nr. 112 from 02.07.2014, as well as the legislation of the Republic of Moldova, in the part that does not contradict the provisions of the Association Agreement between Republic of Moldova and European Union. Any disputes pursuant to this Contract will be brought before the civil court considering the location of the head office of Goethe-Institut in Munich and the location of Beneficiary, in Orhei municipality.

(Place, date)

(Name of the Beneficiary represented by the Mayor of the city)

(Place, date)

(Goethe-Institut e.V. represented by Goethe-Institut Filiale Georgien represented by Institut's director Barbara Friederike Freifrau von Münchhausen)

Goethe-Institut Bukarest

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ca reprezentant al Goethe-Institut e.V. München

eventualelor lacune din prezentul Contract.

- (2) Acest ajutor financiar nu constituie fundamentul niciunui raport juridic de muncă cu Goethe-Institut.

§ 18 Legea aplicabilă

Partenerii contractuali sunt de acord că acest Contract va fi supus prevederilor Acordului de Asociere între Republica Moldova și Uniunea Europeană și Comunitatea Europeană a Energiei Atomice, PROTOCOL I, ratificat prin Legea Nr. 112 din 02.07.2014, precum și legislației Republicii Moldova, în partea ce nu contravine prevederilor Acordului de Asociere. Orice litigii în temeiul prezentului contract vor fi rezolvate în conformitate cu prevederile Acordului de Asociere între Republica Moldova și Uniunea Europeană, luând în considerație amplasarea sediului central al Goethe-Institut din München și amplasarea Beneficiarului în municipiul Orhei.

(Loc, dată)

(Numele Beneficiarului reprezentat de Primarul municipiului)

(Loc, dată)

(Goethe-Institut e.V. reprezentat de Goethe-Institut Filiale Georgien reprezentat de directorul Institutului Barbara Friederike Freifrau von Münchhausen)

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Autograful Ceramici



**Funded by
the European Union**

contracting authority: Goethe-Institut e.V.

Guidelines for grant applicants

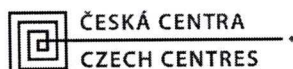
Call for Proposals – Submission of Full Application
to support the preparation of Cultural Development Strategies

in the framework of the EU funded project

EU4Culture

**Promoting Culture & Creativity as an Engine for Economic Growth and Social
Development in Eastern Partnership Countries**

Implementing Partners:



**INSTITUT
FRANÇAIS**



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TABLE OF ABBREVIATIONS

CDS	Cultural Development Strategy
CSO	Civil Society Organisation
EaP	Eastern Partnership
EU	European Union
FR	Financial Regulation
NCC/T	Non Capital Cities / Towns
NGO	Non-governmental organisation

1. INTRODUCTION AND GENERAL INFORMATION

This Call for Proposals (to support the preparation of Cultural Development Strategies) is implemented in the framework of the EU-funded project “EU4Culture”.

1.1 EU4Culture

The EU4Culture project aims to foster culture as an engine for growth and social development across the six countries of the Eastern Partnership (EaP) region: Armenia, Azerbaijan, Belarus, Georgia, Republic of Moldova and Ukraine. It will help enhance the role of the cultural sector as a driver of economic development, and, through its interregional approach, will also promote intercultural dialogue and knowledge exchange across the EaP partner countries. Moreover, EU4Culture will contribute to improving local governance in the culture sector by supporting regulatory processes and participatory policy dialogue.

The project places culture, the creative industries and cultural monument sites at its core, which all carry a huge potential for sustainable policies with a broad impact. The project will assist cities in the EaP region to develop and implement a Cultural Development Strategy, following the approach of the European Capitals of Culture.

Non-capital cities and towns (NCC/T) from Armenia, Azerbaijan, Georgia, the Republic of Moldova and Ukraine are invited to submit a concept note in the framework of this call for proposals.¹ The eligibility criteria for the cities/towns are defined in section 2. Within the “EU4Culture” project a maximum of five (5) non-capital cities or towns from each of the five participating EaP countries will be selected (i.e., a maximum of 25 cities or towns altogether). Selected NCC/T will receive a grant of a maximum of EUR 1,000 for the preparation of the full application. Out of the five NCC/T selected per country under this call, three (3) from each participating EaP country will further receive grants of a maximum of EUR 30,000 to design a Cultural Development Strategy. Finally, one (1) non-capital city or town in each participating EaP country will be selected to receive a maximum EUR 300,000 to implement the Cultural Development Strategy and will also receive capacity building support in such fields as:

- Internationalisation Strategy Development,
- Cultural Enterprise and Management,
- Cultural Indicators and Statistics.

1.2 Who implements EU4Culture?

The EU-funded project “EU4Culture” is implemented by the following cultural institutions of the EU Member States:

- Goethe-Institut e.V. (Lead),
- Czech Centers,
- Danish Cultural Institute,
- Institut Français en Géorgie.

Goethe-Institut e.V. - is the cultural institute of the Federal Republic of Germany with a global reach. Through its 150 branch-offices in over 90 countries, it relies on long-standing partnerships with leading politically independent institutions and individuals to drive and support the culture and creativity sector.

Czech Centers – represent the Czech Republic in a wide range of cultural and social areas: from art and creative industries to the achievements of Czech science and innovations. The Czech Centres also provide

¹ Belarus does not participate in this call for proposals.

Czech language courses in foreign countries. The Czech Centres participate in international projects and operate as a platform for the development of international cultural dialogue.

Danish Cultural Institute – is the focal point for the creation of long-term cultural relations. With five institutes, two focus countries and activities in several countries, DCI strives to be close to the world developments, right, where art, culture and knowledge really do make a difference. The aim of the institute is to encourage international understanding through exchange of cultural values, ideas and experiences.

Institut Français en Géorgie – is present in Georgia since 2002. The Institut Français en Géorgie has implemented a range of projects in Georgia, which have addressed culture, language learning, education and medical training including in Abkhazia. It regularly holds the Presidency of the EUNIC Cluster in Georgia and has organised the European Day of Languages in Tbilisi.

1.3 Objectives of the Project

The **global objective** of this call for proposals is to increase the role of culture and creative Industries for economic and social development in Armenia, Azerbaijan, Georgia, Republic of Moldova and Ukraine.

The **specific objective** of this call for proposals is the elaboration and implementation of Cultural Development Strategies based on participatory approach and public-private dialogue while preserving and developing multicultural / multi-ethnic dimensions in the targeted cities/areas.

Indicative and non-exhaustive list of activities:

- (1) Improving **local governance** in cities and towns in the culture and creative sector;
- (2) Strengthening **resources and capacities of local authorities** on cultural policy management and creative industries development;
- (3) Improving **management structures** in cities and towns for sustainable development of culture and creative Sector;
- (4) Review and analysis of the **key challenges** facing the culture and creative Sector;
- (5) Increasing **cooperation and networking** between relevant public authorities and other stakeholders from the culture and creative sector, e.g. through exploring and utilising opportunities for local cultural businesses, relevant associations and civil society organisations to participate in policy discourse and constructive dialogue with public authorities;
- (6) Strengthening **capacities of culture and creative industries operators** to deliver qualitative and sustainable services;
- (7) Enhancing **intercultural dialogue and knowledge exchange** in fields of culture and creative sector across the EaP partner countries;
- (8) Increasing awareness of **internationalisation opportunities** among national/regional/local cultural operators.

1.4 Financial allocation provided by the contracting authority

The overall indicative amount made available under the three stages of the call for proposals is **EUR 1,975,000**. The contracting authority reserves the right not to award all available funds.

The indicative amount made available under each of the three stages is as follows:

- 1) Stage 1 - EUR 25,000: a maximum of five (5) NCC/T's from each participating country are granted a maximum of EUR 1,000 each;
- 2) Stage 2 - EUR 450,000: a maximum of three (3) NCC/T's from each participating country are granted a maximum of EUR 30,000 each;
- 3) Stage 3- EUR 1,500,000: one (1) NCC/T from each participating country is granted a maximum of EUR 300,000.

Please note: Applicants that have been awarded with the grant of 1000 EUR commit themselves to preparing and submitting a full application.

For more details regarding deadlines and conditions, please consult Section 3 of this guide.

2. ELIGIBILITY CRITERIA

There are four sets of eligibility criteria, which must be complied with by the submission date of the concept note. They relate to:

(1) The actors:

- The lead applicant, i.e. the entity submitting the application form (2.1),
- Any co-applicant(s) (where it is not specified otherwise the lead applicant and its co-applicant(s) are hereinafter jointly referred as "applicants") (2.1),

(2) The location:

- Geographical eligibility criteria (2.2),
- Specific eligibility criteria (2.2);

(3) The actions:

- Actions for which a grant may be awarded (2.3);

(4) The costs:

- Types of cost that may be taken into account in setting the amount of the grant (2.4).

2.1 Eligibility of Applicants

Lead Applicant

Non-capital cities and towns from the five countries of the Eastern Partnership region, i.e. Armenia, Azerbaijan, Georgia, Republic of Moldova and Ukraine may participate in the framework of the given call for proposals and act as a lead applicant. The lead applicant is the entity submitting the application form.

In order to be eligible for a grant, the lead applicant must be:

- A legal entity **and**
- Non-profit making **and**
- A regional/local public authority representing the culture and/or creative sector in their city or town **or**
- A non-profit organisation acting on behalf of a regional/local public authority representing the culture and/or creative sector in their city or town **and**
- Directly responsible for the preparation and management of the action with the co-applicant(s), not acting as an intermediary.

The lead applicant may act individually or with co-applicant(s) but partnerships are encouraged.

A legal representative of the lead applicant must formally authorise the submission of the concept note by signing a Self-Declaration Form.

If awarded the grant contract, the lead applicant will be notified in writing about the successful concept note and become the beneficiary identified as the Coordinator. The Coordinator is the main interlocutor of the contracting authority. The Coordinator represents and acts on behalf of any other co-beneficiary (if any) and coordinates the design and implementation of the action.

Co-applicant(s)

Co-applicants participate in designing and implementing the action, and the costs they incur are eligible in the same way as those incurred by the lead applicant.

Co-applicants must satisfy the same eligibility criteria as the lead applicant. In addition, co-applicant regional/local public authorities must be from the same city or town - which is not an obligation for co-applicants from other types of non-profit organisation.

If awarded the grant contract, the co-applicant(s) (if any) will become beneficiary(ies) in the action (together with the lead applicant).

2.2 Geographical and Specific Eligibility

We underline that the activities to be implemented by non-capital cities or towns in the framework of this call should have effective multicultural/multi-ethnic involvement and should aim at preserving and developing multicultural / multi-ethnic dimensions in the targeted cities/areas.

Geographical eligibility

In order to be eligible for a grant, the applicants must also comply with all following eligibility criteria:

- (1) Be non-capital cities and towns located in the five participating Eastern Partnership countries (i.e. in Armenia, Azerbaijan, Georgia, Republic of Moldova, Ukraine) **and**
- (2) Be non-capital cities and towns fully controlled by official governments as recognised by international law **and**
- (3) Be non-capital cities and towns with unfettered accessibility, as well as with sustainable, verified safety and security for all target groups.

Preference will be given to the eligible non-capital cities/towns without a history of EU-funding in the area of culture.

Specific eligibility criteria

The specific eligibility criteria have been set up based on the size and population of the eligible countries as well as on the administrative division of cities/towns.

In order to be eligible for a grant, the applicants must comply with all following eligibility criteria:

Country	Description of the specific eligibility criteria
Armenia population ca. 2,97 million	Non-capital cities or towns with at least 15 000 or more inhabitants
Azerbaijan population ca. 10,13 million	Non-capital cities or towns with at least 50 000 or more inhabitants
Georgia population ca. 3,72 million	Non-capital cities or towns with at least 15 000 or more inhabitants
Republic of Moldova population ca. 3,31 million	Non-capital cities or towns with at least 15 000 or more inhabitants
Ukraine population ca. 41,53 million	Non-capital cities or towns with at least 200 000 or more inhabitants

2.3 Eligible actions: actions for which a concept note may be made

Definition

An action is composed of a set of activities.

Duration

The planned duration for preparing/submitting the Concept Note is one (1) month.

The planned duration for preparing/submitting the Full Application is two (2) months.

The planned duration for preparing the Cultural Development Strategy is six (6) months.

The planned duration for implementing the Cultural Development Strategy is twenty-five (25) months.

Sectors or themes

The specific sectors or themes to which the action must relate are described under section 1.3 above.

Actions must include at least three of the eight activities listed under 1.3 above. Applicants should explicitly state which of these eight are included in their proposals.

Location

Actions must take place in non-capital cities and towns of the following countries: Armenia, Azerbaijan, Georgia, Republic of Moldova and Ukraine. Nevertheless, punctual activities (e.g., a seminar or conference, a study visit, an opening or closing of a campaign/conference) may, if duly justified by political or operational considerations in the description of the action, take place in other countries. Justification for such cases will be examined during the evaluation process.

Types of action and activity

- **Concept note stage**– Eligible lead applicants in each of the 5 EaP countries are invited to submit a concept note which:
 - Describes the cultural and creative environment,
 - Sets out a vision for a culture development strategy in the respective city/town,
- **Full application stage** – A maximum of five (5) lead applicants in each of the 5 participating EaP countries, that have submitted the concept note and been awarded EUR 1,000, will be invited to prepare a full application which:
 - Describes in more detail their local cultural and creative environment including relevant stakeholders,
 - Sets out how they will develop a cultural development strategy for their city/town,
 - Provides a budget setting (as for full application form).
- **Cultural Development Strategy stage** - A maximum of three (3) lead applicants in each of the 5 participating EaP countries, that have submitted a full application and been awarded EUR 30,000, will be invited to prepare a Cultural Development Strategy.
- **Implementation stage** – One (1) selected NCC/T in each of the 5 participating EaP countries will be awarded a EUR 300,000 grant to implement its Cultural and Development Strategy.

Visibility

The applicant must take all necessary steps to publicise the fact that the European Union has financed or co-financed the action. As far as possible, actions that are wholly or partially funded by the European Union must incorporate information and communication activities designed to raise the awareness of specific or general audiences of the reasons for the action and the EU support for the action in the country or region concerned, as well as the results and the impact of this support.

Applicants must comply with the objectives and priorities and guarantee the visibility of the EU financing (see the Communication and Visibility Manual for EU External Actions specified and published by the European Commission at https://ec.europa.eu/europeaid/communication-and-visibility-manual-eu-external-actions_en).

Other visibility and communication guidelines according to the Communication Strategy of EU4Culture shall be respected.

2.4 Eligible costs

Please refer to Section 4.3 of this document (p 23).

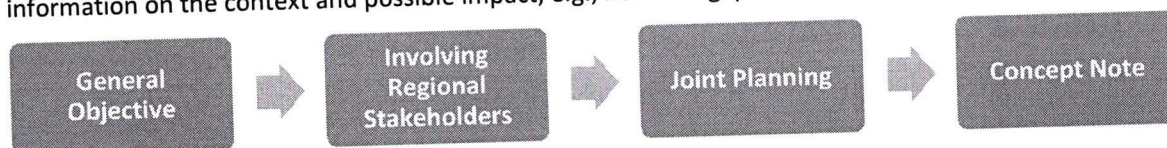
3. HOW TO APPLY AND PROCEDURES TO FOLLOW

3.1 Concept Note – Stage I²

At this stage, non-capital cities and towns (NCC/T) from Armenia, Azerbaijan, Georgia, Republic of Moldova and Ukraine are invited to submit a concept note. In the concept note, the lead applicant must describe the cultural and creative environment of its city/town and provide a general vision of policy measures related to the development of the cultural and creative sector.

The basis for a good concept note is an idea that clearly identifies relevant challenges in culture and in the creative sector in the given city or town and an assessment of needs to be addressed. The lead applicant must invite representatives from culture and the creative sector to participate in designing the application and, at a later stage, in implementing the action.

The lead applicant must clearly define the objectives, the results to be achieved, the activities to be carried out and the target groups. The lead applicant may also carry out research in order to obtain further information on the context and possible impact, e.g., needs or gap analysis.



3.1.1 Concept note content

In the framework of the concept note, the lead applicant is invited to:

- Describe the contribution of the culture and creative sector to the current socio-economic environment of the city/town;
- Provide examples of major fairs, festivals, conventions and other large-scale events organised by the city/town in the past five years in the culture or creative field;
- Demonstrate multicultural/multi-ethnic dimensions in the targeted cities/areas;
- Provide information about major infrastructure, facilities or other platforms and spaces aimed at practicing and promoting culture and creativity;
- Describe the role of non-governmental civil society organisations that are active in the local cultural and creative field;
- Explain how representatives of culture and creative sector are supported by public authorities of the city/town;
- Provide information about capacity building programmes or other educational platforms aimed at promoting culture and creativity in the city/town;
- Provide a general description of the development vision for the culture and creative sector in the city/town;
- Identify major policy measures, main target groups and expected results that might be relevant for a Cultural Development Strategy for the city/town.

3.1.2 Preparation and submission of the Concept Note

To apply for this call for proposals the lead applicants need to:

- I. Provide information about the applicant city/town and its legal representative. Please note that the registration of this data on **GAP – Goethe Application Portal** is **obligatory** for this call for proposals;

² The deadline for the Concept Note phase was June 30, 2021. The information for applicants who are invited to the full application must consider the information from Section 3.2 (p. 18).

II. Provide relevant information according to the instructions or guiding questions provided in the Application Form (Concept note).

The concept note together with the self - declaration by the lead applicant must be submitted online via **GAP Portal**:

<https://gap-online.goethe.de/en-US/cases/378d631f-2ebf-463f-8ff8-e2f2f937a4d9/create>

Upon submission of a concept note online, the lead applicant will receive an automatic confirmation of receipt in their GAP profile.

The templates and supporting documents will be available on the website of the project after the call for proposals is published (on 21 May 2021).

In case of technical problems, please contact support.gap@goethe.de.

3.1.3 Deadline for submission of the Concept Note

The deadline for the submission of concept note is **30/06/2021 noon (12:00, Central European Time)**. In order to convert this deadline to local time you can use any online time converter tool that takes into account time zones and winter/summer time changes (example available [here](#)).³ **The lead applicant is strongly advised not to wait until the last day to submit** its concept note, since heavy internet traffic or a fault with the Internet connection (including electricity failure, etc.) could lead to difficulties in submission. The Contracting Authority cannot be held responsible for any delay due to such aforementioned difficulties.

Any concept note submitted after the deadline will be rejected.

3.1.4 Further information about the Concept Note

The EU4Culture team will organise on-line information sessions and seminars to clarify open questions of potential applicants in the framework of the preparation of applications. The sessions will take place two weeks after launching the first call (i.e., the first week of June 2021). The online information seminars will be held in local languages. The sessions will be recorded and will be available on the project website.

To ensure equal treatment of applicants, the contracting authority cannot give a prior opinion on the eligibility of lead applicants or co-applicants, an action or specific activities.

No individual replies will be given to questions. All questions and answers as well as other important notices to applicants during the course of the evaluation procedure will be published on **GAP Portal** <https://gap-online.goethe.de/en-US/cases/378d631f-2ebf-463f-8ff8-e2f2f937a4d9/create>. It is therefore advisable to consult the abovementioned website regularly in order to be informed of the questions and answers published.

3.1.5 Application Language

The official language of the EU4Culture is English. However, in this first stage of the call, applications in national languages of the EaP countries are allowed.

Applications submitted in other languages than identified above will be considered as ineligible.

3.1.6 Evaluation and selection of Concept Note

All submitted concept notes will undergo a standard assessment procedure composed of:

³ For example: <http://www.timeanddate.com/worldclock/converter.html>.

- (1) Formal and eligibility assessment – checking whether the applications fulfil the formal eligibility criteria
- (2) Quality assessment – evaluation of the content of the application

Each application will be subject to the formal and eligibility assessment. It is advisable that the applicants familiarise themselves with the general and specific criteria before compiling and submitting their application.

The formal and eligibility assessment will be performed according to the following criteria:

#	Formal and eligibility criteria
1	The deadline has been met. Otherwise, the application will be automatically rejected. (Information about deadline for submission of Concept Note is described in cf. Section 3.1.3)
2	The application is submitted in English or in a national language of the EaP countries
3	The application is completely filled and the correct template is used
4	The eligibility criteria of the lead applicant are fulfilled (Section 2.1)
5	The geographical and specific eligibility criteria are fulfilled (Section 2.2)
6	The project activities are not and/or will not be financed from other European Union funds, and are not and/or will not be financed by another action or work programme receiving a European Union grant
7	The Self-declaration by the lead applicant has been filled in and signed.

If the examination of the application reveals that the proposed action does not meet the eligibility criteria stated in section 2, the application will be rejected on this sole basis.

Applications that are assessed eligible after the formal eligibility check will go through the quality assessment. The quality assessment will be performed by an independent jury, which consists of external experts/assessors.

The concept note will be evaluated according to the following criteria:

Criteria	Guiding questions
1. Relevance of the Application while respecting multicultural / multi-ethnic dimensions in the targeted cities/areas	<ul style="list-style-type: none"> - Is the application in line with the thematic focus of the given call as specified in the announcement of the call? - Does the proposal provide added value to already accomplished or running projects, and is this sufficiently demonstrated? - How multicultural/multi-ethnic dimensions in the targeted cities/areas are preserved?
2. Role and Developments of Culture and Creative Sector	<ul style="list-style-type: none"> - How the role and contribution of culture and creative sector to current socio-economic environment in applicant city or town is described? - Does application outline major infrastructure, facilities or other platforms and spaces aimed at practicing and promoting culture and creativity in their city/town?

3. Cooperation with Public and Private Stakeholders in Culture and Creative sector	<ul style="list-style-type: none"> - What is a general role of NGOs/CSOs in the cultural and creative field? - How representatives of culture and creative sector are supported by city/town's public authorities? - What are existing capacity building programmes or other educational platforms aimed at promoting culture and creativity in applicant's city/town? - How private or public representatives of culture and creative sector are involved in culture policy making process in applicant's city/town?
4. Needs Analysis	<ul style="list-style-type: none"> - Does application provide sufficient information on current challenges and needs related to culture and creative sector in their city/town? - Does application provide sufficient information on proposed interventions or possible optimization measures that may contribute to improving cultural and creative ecosystem in applicant?
5. Vision on Culture and Creativity Development	<ul style="list-style-type: none"> - How a global development vision for culture and creative sector in applicant's city/town has been described? - How does the concept note identify major policy(ies) measures, main target groups and expected results that might be relevant for Cultural Development Strategy in applicant's city/town?
6.	<ul style="list-style-type: none"> - Does the concept note address at least three of the activities listed under indicative and non-exhaustive list of activities (1.3)

Furthermore, a preference will be given to the cities/ towns without a history of EU funding in the area of culture.

Each criterion will be evaluated according to the following scheme:

Points	Evaluation
5 points	The proposed concept note is absolutely convincing. The concept note has very high relevance to the specific themes/sectors/areas and requirements asked in the application form. The proposed approach is highly realistic and has very good potential to have impact and ensure sustainability of the action.
4 points	The proposed concept note is absolutely convincing. The concept note has high relevance to the specific themes/sectors/areas and requirements asked in the application form. The proposed approach is realistic and has a good potential to have impact and ensure sustainability of the action.
3 points	The proposed concept note is convincing despite minor shortcomings. The concept note has average relevance to the specific themes/sectors/areas and requirements asked in the application form. The proposed approach has average likelihood and average potential to have impact and ensure sustainability of the action.

2 points	The proposed concept note is convincing only to some extent. The concept note has below average relevance to the specific themes/sectors/areas and requirements asked in the application form. The proposed approach has low likelihood and low potential to have impact and ensure sustainability of the action.
1 point	The proposed concept note is convincing only to a very limited extent. The concept note has far below average relevance to the specific themes/sectors/areas and requirements asked in the application form. The proposed approach has very low likelihood and very low potential to have impact and ensure sustainability of the action.
0 points	The proposed concept note is not convincing. The concept note has barely any relevance to the specific themes/sectors/areas and requirements asked in the application form. The proposed approach is non-realistic and has no potential to have any impact and / or ensure any sustainability of the action.

Based on the assessment results, the external assessors will prepare a recommendation of project proposals according to the following categories:

Recommendation Category	Description
A	Projects recommended for approval <ul style="list-style-type: none"> - i.e. good quality applications which meet the criteria of the call for proposal at the highest level.
B	Projects recommended for approval under conditions <ul style="list-style-type: none"> - i.e. applications that meet criteria but show several weaknesses that can be improved during a clarification process.
C	Projects not recommended for approval <ul style="list-style-type: none"> - i.e. projects which failed to comply with specific strategic and operational requirements set by the programme.

Any error or major discrepancy related to the concept note instructions may lead to the rejection of the concept note.

Clarifications will only be requested when information provided is not sufficient to conduct an objective assessment.

The outcome of the eligibility and quality assessment will be presented to the Consortium Management Board of the project for the final decision.

3.1.7 Approval of applications

The Consortium Management Board makes the final selection of the applications based on the quality assessment. The Consortium Management Board may set certain requirements, which should be addressed by the applicant during the contracting process or together with the final report if not otherwise specified.

The Consortium Management Board will have three main options in terms of the approval procedure for submitted applications:

1. To approve the application;
2. To approve the application with certain requirements/clarifications;

3. To reject the application.

After the approval of the Consortium Management Board and official notification of the beneficiary(ies), the contracting (if necessary - clarification procedure) and grant awarding phase will begin.

3.2 Full Application⁴

Lead applicants invited to submit a full application following the selection of their concept note must do so using the full application form annexed to these guidelines (Annex A) and according to the instructions provided within that annex. The full application should describe how they will proceed to develop a full Cultural Development Strategy for their city/town. Lead applicants must submit their full applications in English.

Please note that:

The elements outlined in the concept note cannot be modified by the lead applicant in the full application form. The lead applicant may replace a co-applicant(s) only in duly justified cases (e.g. bankruptcy of initial co-applicant). In this case, the new co-applicant must be of a similar nature as the initial one.

A copy of the lead applicant's accounts⁵ covering the last two financial years for which accounts have been closed (the profit and loss account and the balance sheet) must be uploaded in GAP (in the financial section) by the full application deadline. Only the lead applicant's accounts are required; co-applicants do not need to submit a copy of their accounts.

Please complete the full application form carefully and as clearly as possible so that it can be assessed properly.

Only the full application form and its published annexes (budget, project activity plan, stakeholder platform) will be transmitted to and assessed by the evaluators. It is therefore of utmost importance that these documents contain ALL the relevant information concerning the action.

Any error or any major inconsistency related to the full application (such as inconsistent amounts in the budget worksheets) may lead to the rejection of the application.

Clarifications will only be requested when information provided is unclear and thus prevents the contracting authority from conducting an objective assessment.

Hand-written applications will not be accepted.

3.2.1 Where and how to submit the full applications

Full application forms together with the budget, activity plan, stakeholder platform and other required documents must be submitted online on Goethe-Institut's application portal GAP <https://gap-online.goethe.de/en-US/cases/e6f3cd67-bad3-420e-8929-4ce863d34071/create>. Only those five applicants who have been selected from the concept note stage, will be able to complete the full application.

Upon submission of the full application online, the lead applicants will receive an automatic confirmation of receipt in their GAP profile.

Please note that incomplete applications may be rejected. Lead applicants are advised to verify that their application is complete using the checklist (Annex A, Part 6) which is also presented on GAP. All the fields should be filled in: failing this, it will not be possible to submit the application.

Applications sent by any other means (e.g. by fax or by e-mail) or delivered to other addresses will be rejected.

⁴ Those applicants invited to prepare the full application must consider the information from this section

⁵ Only obligatory for Lead applicants that are acting on behalf of the city (e.g. non-profit making organisations). This is not necessary for public bodies (inc. municipalities, public universities etc.).

3.2.2 Deadline for submission of full applications

The deadline for the submission of full applications is **30.09.2021 noon (12:00 Central European Time)**.

Lead applicants are strongly advised not to wait until the last day to submit their full applications, since heavy Internet traffic or a fault with the Internet connection (including electricity failure, etc.) could lead to difficulties in submission. The contacting authority cannot be held responsible for any delay due to such afore-mentioned difficulties and the application deadline will remain unchanged.

Any application submitted after the deadline will be rejected.

3.2.3 Further information about full applications

Questions may be sent by e-mail no later than 21 days before the deadline for the submission of full applications (i.e. no later than 9 September 2021), clearly indicating the reference of the call for proposals. Contact information to send questions is provided in Section 8 (p. 33).

The contracting authority has no obligation to provide clarifications to questions received after this date.

Replies will be given no later than 10 days before the deadline for the submission of full applications (Monday 20 September 2021).

To ensure equal treatment of applicants, the contracting authority cannot give a prior opinion on the eligibility of lead applicants, co-applicants, or of an action.

No individual replies will be given to questions. All questions and answers as well as other important notices to applicants during the evaluation procedure, will be collected and published on the GAP: <https://gap-online.goethe.de/en-US> in form of FAQ. It is therefore advisable to consult the above-mentioned website regularly in order to be informed of the questions and answers published.

All questions related to the technical online submission via GAP should be addressed to the IT helpdesk at support.gap@goethe.de. Please note that the working languages of the IT support are English and German, but in case you submit your question in your national language, it will be addressed to the national coordinator of the country and will be clarified for you.

3.2.4 Administrative verification and Evaluation of the full application

All submitted applications will undergo a standard assessment procedure composed of:

- (1) Administrative verification – checking whether the applications fulfil the formal and eligibility criteria
- (2) Quality assessment – evaluation of the content of the application

Administrative verification

Each application will be subject to an administrative verification to assess conformity with the formal and eligibility criteria. The following will be assessed:

#	Formal and eligibility criteria
1	The deadline has been met. Otherwise, the application will be automatically rejected.
2	The application is submitted in English.
3	The application is completely filled and the correct template is used

4	The application satisfies all the criteria specified in the checklist (Section 6 of Annex A). This also includes an assessment of the eligibility of the action.
5	The project activities are not and/or will not be financed from other European Union funds, and are not and/or will not be financed by another action or work programme receiving a European Union grant
6	The Self-declaration by the co-applicant(s) (if any) has been filled in and signed.

If any of the requested information is missing or is incorrect, the application may be rejected on that sole basis and the application will not be evaluated further.

Quality assessment

The full applications that pass this check will be further evaluated on their quality, including the proposed budget, activity plan, stakeholder platform, logical framework and capacity of the applicants. They will be evaluated using the evaluation criteria in the evaluation grid below. There are two types of evaluation criteria: **selection and award criteria**.

The **selection criteria** help to evaluate the applicant(s)'s operational capacity and the lead applicant's financial capacity and are used to verify that they:

- Have stable and sufficient sources of finance to maintain their activity throughout the proposed action and, where appropriate, to participate in its funding (this only applies to lead applicants);
- Have the management capacity, professional competencies and qualifications required to successfully complete the proposed action. This applies to the lead applicant and co-applicants (if any).

For the purpose of the evaluation of the financial capacity, lead applicants must ensure that the relevant information and documents (i.e. accounts of the last two closed financial years)⁶ in their GAP profile are up to date. If the information and documents in GAP are outdated and do not allow for a proper evaluation of the financial capacity, the application may be rejected.

The **award criteria** help to evaluate the quality of the applications in relation to the objectives and priorities set forth in the guidelines, and to award grants to projects which maximise the overall effectiveness of the call for proposals. They help to select applications which the contracting authority can be confident will comply with its objectives and priorities. They cover the relevance of the action, its consistency with the objectives of the call for proposals, quality, expected impact, sustainability and cost-effectiveness.

⁶ Only necessary for lead applicants that are acting on behalf of the city. The financial capacity of public bodies will not be checked; such public bodies do not need to submit financial statements.

The evaluation criteria are divided into headings and sub-headings. Each sub-heading will be given a score between **1 and 5** as follows: **1 = very poor; 2 = poor; 3 = adequate; 4 = good; 5 = very good.**

Evaluation grid

Section	Maximum Score
1. Partnership and operational capacity	15
1.1 Do the applicants and, if applicable, their co-applicant(s) have sufficient in-house management experience and technical capacity? (Including staff, equipment and ability to handle the budget for the action; knowledge of the issues to be addressed)	5
1.2 Is the stakeholder platform representative and inclusive of all relevant target groups?	10
2. Relevance	20
2.1 Are the particular needs and constraints of the target city/region/country well defined? How does the overall vision for the CDS address these needs and is it credibly linked to sustainable local economic development?	10
2.2 How clearly defined and strategically chosen are those involved (target groups)? Have their needs and constraints been clearly defined and does the proposal address them appropriately?	10
3. Design of the action	20
3.1 How coherent is the design of the action? Does the proposal indicate the expected results to be achieved by the action? Does the intervention logic explain the rationale to achieve the expected results? Are the activities proposed appropriate, practical, and consistent with the envisaged outputs and objective?	5
3.2 Does the logical framework include credible baseline, targets and sources of verification?	5
3.3 Is the action plan for implementing the action qualitative, clear and feasible? Is the timeline realistic?	5
3.4 Are the target groups appropriately involved in the project activities?	5
4. Implementation approach	15
4.1 Are the chosen methods of implementation appropriate and cost-effective? (Including, if relevant, synergies and avoidance of duplication with other projects)	5
4.2 Are the project organisational structure and team commensurate with the work to be carried out?	5
4.3 Is the visibility of the action, and of EU funding for the action, credibly and appropriately ensured?	5

5. Sustainability of the action and horizontal issues	15
5.1 Is the development of the CDS likely to have a tangible impact on participating target groups? (skills, increased inter-sector communication, increased scope for cooperation in the longer term, etc.)	5
5.2 Does the action have a well-designed and robust risk and mitigation strategy?	5
5.3 Does the proposal contain specific added-value elements, such as environmental issues, promotion of gender equality, ethnic or cultural diversity and equal opportunities?	5
6. Budget and cost-effectiveness of the action	15
6.1 Are the activities appropriately reflected in the budget?	5
6.2 Does the planned budget seem adequate in relation to the planned activities, outputs, results, and involvement of current and planned partners?	10
Maximum total score	100

If the application is not in line with the specific objective of the call, it will be rejected.

If the total score for Section 1 (Partnership and operational capacity) is less than 12 points, the application will be rejected.

Provisional selection

After the evaluation, a table will be drawn up listing the applications ranked according to their score. The highest scoring applications will be provisionally selected. In addition, a reserve list will be drawn up following the same criteria.

3.2.5 Verification of Eligibility of the applicants

The eligibility verification will be performed on the basis of the supporting documents requested by the contracting authority (see Section 5, p. 28). It will by default only be performed for the applications that have been provisionally selected according to their score and within the available budget for this call for proposals.

- The eligibility of any new co-applicants will be verified according to the criteria set out in Section 2.1: Eligibility of Applicants (p. 8).

Any rejected application will be replaced by the next best placed application on the reserve list that falls within the available budget for this call for proposals.

4. BUDGET AND FUNDING PLAN GUIDELINES

The maximum funding amount for any one project is 30,000€. This is a maximum amount, subject to the budgetary guidelines outlined below.

4.1 Introduction

The Goethe-Institut is responsible through the EU Commission for indirect fund management of EU funds in accordance with Article 62 in conjunction with Article 154 of the Financial Regulation (FR). For this reason, appropriate requirements and processes are applied when awarding EU funds to ensure compliance with EU budgetary law. In this context, the Goethe-Institut observes the principles to which grants are subject. According to Article 188 of the Financial Regulation, these principles are as follows

- a) equal treatment;
- b) transparency;
- c) co-financing;
- d) non-cumulative award and no double financing;
- e) non-retroactivity;
- f) no-profit.

Applicants are to submit documents including a budget and funding plan within the scope of the application process. In this plan, applicants are firstly to list forecast (calculated) total costs of the project broken down into individual cost positions, and secondly to state the expected sources of funding.

These guidelines are intended to provide an overview of eligible and non-eligible costs and, and to show how these should be calculated to ensure standardised assessment of the costs detailed within the scope of the budget and funding plan.

4.2 Budget and Funding Plan

The project budget arising from the budget and funding plan serves firstly as an estimate of costs for the entire project, and secondly as an upper total limit for the eligible costs pending approval by the Goethe-Institut.

Overview of the budget and funding plan

The budget and funding plan consists of three worksheets:

- Budget plan: The applicant states the calculated project costs for the entire project over the full project term.
- Justification of project budget plan: The applicant explains the cost positions and justifies the calculation of budget costs for each position.
- Funding plan/funding sources: The applicant states the expected funding sources for the project. He/she is to demonstrate that the income from the expected funding sources covers the calculated project costs itemised in the budget plan.

Overview of the “Budget plan” worksheet

Applicants state the calculated cost positions for the entire duration of the project.

The budget plan is broken down into individual cost positions. It can include (calculated) costs for

- Staffing
- Travel (travel costs and costs of stay)
- Equipment and accessories

- Local office
- Other costs/services
- Miscellaneous

The cost positions detailed in the “Budget and funding plan” template can include sub-positions here. Only positions that are relevant to your project should be completed.

The description of the individual cost positions needs to be broken down into key components showing sufficient detail so that the Goethe-Institut can perform an assessment of the eligibility of each individual position.

For example, under ‘Staffing’, each individual staff member working for the project should be itemised as a separate cost position. Applicants can add lines as required.

Overview of the “Justification of project budget plan” worksheet

The justification of the project budget plan includes two columns:

- Explanation of cost positions: The applicant must explain each cost position, the necessity of the costs and how they are relevant to the project. For instance, for each staff member listed under ‘Staffing’, the applicant should explain the role of each staff member in the project and the project activities s/he will perform. Applicants should ensure there is a line corresponding to every cost position in the “Budget Plan” worksheet.
- Justification of estimated costs: The applicant should justify the unit cost and the number of units for each cost position. For example, the cost of staff should clarify each staff person’s total cost of employment, and how much time each staff member will spend on the project. For travel, explain how many travels are budgeted (how many people, how many trips/person), what type of transport is foreseen (plane, train...) and with which destinations.

4.3 Explanations of eligible/non-eligible costs

Only eligible costs can be covered by the grant.

Criteria for eligible costs

The cost categories considered eligible for EU funding are set out in the following sections. Additionally, all costs must meet the conditions of Art. 5 of the grant contract (see Annex H to these guidelines), reproduced in the box below:

Art. 5 Eligible costs and purchase of goods

1. Eligible costs are actual costs which meet all the following criteria:

- a) are relevant to the grant purpose and are necessary for implementation of the action,
- b) are actually incurred by the beneficiary (ies),
- c) are incurred within the awarding period, in particular:
 - i. The costs for work and services refers to activities carried out during the implementation phase. The costs for deliveries refers to delivery and installation of goods during the implementation period. Signature of a contract, placement of an order or entering into any commitment for expenditure within the implementation period for delivery of services, works or supplies to be provided in the future after the end of the implementation period do not meet this requirement.

- ii. The costs incurred should be paid before submission of the final reports. They may be paid afterwards, provided they are listed in the final report together with the estimated date of payment;
 - iii. An exception is made for costs relating to final reports, including expenditure verification, audit and final evaluation of the action, which may be incurred after the implementation period of the action;
 - iv. Award procedures for contracts may have already been initiated and the beneficiaries can finalise these contracts before the start of the actual implementation period of the action.
 - v. Procedures to award contracts may have been initiated and contracts may be concluded by the beneficiary (ies) before the start of the implementation period of the action, provided the provisions of public procurement rules (Annex IV) have been respected.
- d) are explicitly indicated in the estimated overall budget and funding plan of the action;
 - e) they are identifiable and verifiable, in particular being recorded in the accounting records of the beneficiary(ies) and determined according to the accounting standards and the usual cost accounting practices applicable to the beneficiary(ies);
 - f) they comply with the requirements of the applicable tax and social legislation;
 - g) are appropriate and justified, as well as in line with the principle of sound financial management, especially with regard to economy and efficiency.
2. For reasons of sound financial management and economy, as well as to encourage equal opportunities and transparency, any works, supplies and services as well as concessions are always to be awarded on a competitive proposal basis. In particular the beneficiary must request quotes from at least 3 different suppliers or put contracts out to public tender, accept the most economical bid and keep a traceable record of the award procedure. Furthermore, the procedure is subject to procurement guidelines as set in public procurement rules (Annex IV), as well as the relevant conditions imposed by the EU. Commercial discounts should be utilised and agreed, and conflicts of interest are to be avoided at any time. Acquired goods are to be used by the end of the implementation period of the action and within the scope of the grant purpose as defined in the grant contract (Annex H).
 3. Purchase costs for equipment (new or used) and supplies specifically dedicated to the purposes of the action, provided that ownership is transferred to the final beneficiary (ies) of the action, at the latest when submitting the final report.
 4. The technical devices and equipment are to be inventoried by the beneficiary (ies) and may not be used for other purposes or sold.

4.4 Direct Costs

Direct costs are costs that can be directly traced to the project. Depending on the project, they can be specifically included or excluded in the grant contract. The following direct costs can be recognised as eligible costs:

- The costs of the project staff corresponding with the actual pre-tax wages including social security contributions and other remuneration-related costs (with the exception of performance-related bonuses); the salaries and costs must not exceed the costs for which the beneficiary is normally responsible, unless this is justified by evidence that the elevated costs for implementing the project are essential;

- Travel and accommodation costs for project staff and other people involved in the project, insofar as they do not exceed the rates as set by European Commission (Annex I).
- Purchase costs for equipment and accessories (new or used), which are specifically intended for the project, as long as ownership is transferred at the end of the project (cf. Art.5§3 of the grant contract).
- Depreciation, rental or lease expenses for equipment and accessories (new or used), which are specifically intended for the project;
- Lease expenses associated with the project office, as long as there are plans to set up a project office that is properly justified and fully described in the project application;
- Costs of consumables (office stationery);
- Costs of service, supply and other work orders placed by the beneficiary for project purposes; this includes the costs of quality assurance and project planning measures both at the start of and during the project;
- Costs arising directly from the requirements of the contract (dissemination of information, action-specific assessment, audits, translation, photocopying, insurance etc.), including the costs of financial services (in particular the costs of money transfer and bank guarantees if required by contract);
- Customs duties, taxes and other charges related to the purposes of the action, paid and not recoverable by the beneficiary.

4.5 Indirect Costs

The indirect costs for the project are the eligible costs that cannot be established as direct costs in direct association with the implementation of the project, and may not be directly allocated to it. However for the beneficiary they are incurred in association with the eligible direct costs of the project. The indirect costs may not include any eligible costs that are already shown under a different cost positions in the budget plan.

To cover the indirect costs, a fixed percentage of the total amount of the directly eligible costs of the project can be claimed. The flat-rate funding of the indirect costs does not have to be supported by accounting documents.

4.6 Voluntary work

The value of voluntary work can be recognised as an eligible cost position of the project and treated as co-financing by the beneficiary. If the calculated eligible costs also include the costs for work carried out by the volunteer, then the grant may not exceed the calculated eligible costs – excluding the costs for the work carried out by the volunteer.

The beneficiary declares the staffing costs for the work carried out by the volunteer on the basis of standard unit costs set by the Goethe-Institut.

These costs must be shown separately from other eligible costs in the calculated budget. The value of the voluntary work must always be excluded when calculating indirect costs.

The work carried out by volunteers can constitute up to 50% of the total budget, in which case the Goethe-Institut will fund the remaining 50% of the eligible costs. The 50% of the budget co-financed by the applicant will not be included in the grant contract.

4.7 Non-eligible costs

The following costs are not eligible:

- Debts and debt service charges (interest);
- Provisions for losses, debts or potential future liabilities;
- Costs specified by the beneficiary which are financed through another project or fund that already includes a European Union grant;
- Purchases of land or property, unless they are necessary for direct implementation of the measure and comply with the conditions defined in the grant contract for this situation (for instance restitution to the Goethe-Institut);
- Currency exchange losses;
- Credit to third parties, unless otherwise specified, for example in the grant contract;
- Benefits in kind (with the exception of voluntary work);
- Performance-related bonuses that are included in staffing expenses.

Important: conflict of interest should be avoided at all times!

Exclusion of Double Funding

Costs that are not already covered by other sources of funding are eligible.

Expenditures declared by the beneficiary(ies) under the proposed activities and financed by another action or work programme of the European Union or other source of funding will not be eligible.

5. SUBMISSION OF SUPPORTING DOCUMENTS FOR PROVISIONALLY SELECTED APPLICATIONS

A lead applicant whose application has been provisionally selected will be informed in writing by the contracting authority. It will be requested to supply the following documents in order to allow the contracting authority to verify the eligibility of the lead applicant and (if any) of the co-applicant(s):

1. The statutes or articles of association of the lead applicant and of each new co-applicant, if any.
2. Legal entity sheet (see Annex E of these guidelines) duly completed and signed by each of the applicants (i.e. by the lead applicant and (if any) by each co-applicant), accompanied by the justifying documents requested there.
3. A financial identification form of the lead applicant (not from co-applicant(s)) conforming to the model attached as Annex F of these guidelines, certified by the bank to which the payments will be made. This bank should be located in the country where the lead applicant is established.

Supporting documents must be provided through GAP.

The requested supporting documents (uploaded in GAP) must be supplied in the form of scanned versions (i.e. showing legible stamps, signatures and dates) of the said originals.

Where such documents are not in one of the official languages of the European Union, a translation into English of the relevant parts of these documents proving the lead applicant's and, where applicable, co-applicants' eligibility, must be attached for the purpose of analysing the application.

Applicants have to take into consideration the time necessary to obtain official documents from national competent authorities and to translate such documents in the authorised languages.

Where these documents are in an official language of the European Union other than in English, it is strongly recommended, in order to facilitate the evaluation, to provide a translation of the relevant parts of the documents, proving the lead applicant's and, where applicable, co-applicants' eligibility, into English.

If the above-mentioned supporting documents are not provided before the deadline indicated in the request for supporting documents sent to the lead applicant by the contracting authority, the application may be rejected.

After verifying the supporting documents, the evaluation committee will make a final recommendation to the contracting authority, which will decide on the award of grants.

6. NOTIFICATION, TIMETABLE AND IMPLEMENTATION

6.1 Notification of the contracting authority's decision

The lead applicants will be informed in writing of the contracting authority's decision concerning their application and, if rejected, the reasons for the negative decision.

This letter will be sent by e-mail and will appear online automatically in the GAP profile of the user who submitted the application. Therefore, please check regularly your GAP profile, taking into account the indicative timetable below.

Applicants and, if they are legal entities, persons who have powers of representation, decision-making or control over them, are informed that, should they be in one of the situations of early detection or exclusion, their personal details (name, given name if natural person, address, legal form and name and given name of the persons with powers of representation, decision-making or control, if legal person) may be registered in the early detection and exclusion system, and communicated to the persons and entities concerned in relation to the award or the execution of a grant contract.

For more information, you may consult the privacy statement available on http://ec.europa.eu/budget/explained/management/protecting/protect_en.cfm all purposes. The lead applicant has to submit the application form revised accordingly.

An applicant believing that it has been harmed by an error or irregularity during the award process may lodge a complaint. Please refer to project contact information in Section 8.

6.2 Indicative timetable

The indicative time schedule in the framework of the call for proposals is as follows:

	DATE	TIME ⁷
Launch of Call for Proposals – Concept Note (stage 1)	21 May 2021	
Deadline for requesting any clarifications from the contracting authority	4 June 2021	
Online information session on Concept Note	7 June 2021	10:00
Online information session on Concept Note	8 June 2021	10:00
Last date on which clarifications are issued by the contracting authority	11 June 2021	
Deadline for submission of Concept Notes	30 June 2021	12:00
Information to lead applicants on opening, administrative checks and concept note evaluation	July 2021	
Invitations to submit full applications (stage 2) (five selected NCC/T's in each participating EaP country are invited to submit Full Applications)	2 August 2021	

⁷ Central European Time

Online information session on Full Applications	16 August 2021	10:00
Online information session on Full Applications	17 August 2021	10:00
Deadline for requesting any clarifications from the contracting authority on full applications	9 September 2021	
Last date on which clarifications are issued by the contracting authority	21 September 2021	
Deadline for submission of full applications	30 September 2021	12:00
Information to lead applicants on the evaluation of the full applications	November 2021	
Notification of award to prepare Cultural Development Strategy (stage 3) <i>(three selected NCC/T in each participating EaP country are invited to prepare their Cultural Development Strategy)</i>	November 2021	
Deadline for preparing and submitting Cultural Development Strategy	April 2022	
Information to lead applicants on the evaluation of Cultural Development Strategies	June 2022	
Notification of award to implement Cultural Development Strategy (stage 4) <i>(one selected NCC/T in each participating EaP country will be invited to implement their Cultural Development Strategy)</i>	July 2022	
Contracting	July 2022	
<i>Start of the implementation of Cultural Development Strategy</i>	August 2022	
<i>End of the implementation of Cultural Development Strategy</i>	September 2024	

6.3 Conditions for implementation after the contracting authority's decision to award grant

Following the decision to award a grant, the beneficiary(ies) will be offered a contract based on the standard grant contract (see Annex H of these guidelines). By submitting the application form (Annex A of these guidelines), the applicants agree, if awarded a grant, to accept the contractual conditions of the standard grant contract.

Implementation contracts

Where implementation of the action requires the beneficiary(ies) to award procurement contracts, those contracts must be awarded in accordance with Annex IV to the standard grant contract.

In this context, a distinction should be made between awarding implementation contracts and subcontracting parts of the action described in the proposal:

- **Awarding implementation contracts:** implementation contracts relate to the acquisition by beneficiaries of routine services and/or necessary goods and equipment as part of their project

management; they do not cover any outsourcing of tasks forming part of the action that are described in the proposal, i.e. in the description of the action annexed to the grant contract .

- **Subcontracting:** Subcontracting is the implementation, by a third party with which one or more beneficiaries have concluded a procurement contract, of specific tasks forming part of the action as described in the full application form. Such subcontracting is subject to additional restrictions (see the general terms and conditions in the model grant contract).

7. HORIZONTAL PRINCIPLES

The supported projects and applications must, whenever possible, support and further the following horizontal principles, in line with EU policy and the EU4Culture project:

- Gender equality
- Environmental sustainability
- Equal opportunity and multi-ethnicity

Gender equality

Projects should align with the European Union's Gender Equality Strategy,⁸ including:

- Challenging gender stereotypes;
- Ensuring equal participation (including economic participation) of women and men;
- Ensuring equal participation of women and men in policy-making and in decision-making.

Moreover, indicators related to the realisation of project results and objectives should be gender-disaggregated, so as to allow for a gender perspective.

Environmental sustainability

Projects should identify and address environmental protection issues.

Applicants who have been awarded contracts must comply with the environmental legislation including multilateral environmental agreements.

Equal opportunity and multi-ethnicity

EU4Culture promotes equal opportunities and non-discrimination based on sex, racial or ethnic origin, religion or belief, disability, age or sexual orientation as well as equality between men and women in their activities, outputs and results.

In this respect, projects should have effective multicultural/multi-ethnic involvement and should aim to preserve and develop the multicultural/multi-ethnic dimensions in the targeted cities/areas

Projects must also consider their overall influence as regards the above-mentioned principles. While preparing the Cultural Development Strategy, the lead applicants will be invited to highlight how these horizontal principles are integrated in the project activities and outputs. Furthermore, applications are expected to underline the specific measures they plan to take at the operational level on how these principles will be respected. Promotion of the horizontal principles will be considered as a positive factor in the selection of projects for funding.

⁸ "A Union of Equality: Gender Equality Strategy 2020-2025", COM(2020)152fin, 5 March 2020. <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:52020DC0152&from=EN>

8. Contact Information and Information Sessions

8.1 Contact information

Please contact eu4culture@goethe.de or support.gap@goethe.de in case you experience technical difficulties during the submission process.

Please contact our National Coordinators if you have any questions regarding the application process:

Country	Contact Person	Email
Armenia	Marine Karoyan	Marine.Karoyan.extern@goethe.de
Azerbaijan	Firuz Baghir	Firuz.Baghir.extern@goethe.de
Georgia	Khatia Tchokhoniidze	Khatia.Tchokhoniidze@goethe.de
Republic of Moldova	Eugen Harabara	Eugen.harabara.extern@goethe.de
Ukraine	Daria Moskalovich	Daria.Moskalovich@goethe.de

8.2 Information sessions

The date and time of the information sessions are set out in the indicative timetable, p. 29.

These are on-line information sessions. Applicants will be informed in due time, via their official e-mail address, of how to participate.

We look forward to receiving your applications, and wish you success!

9. LIST OF ANNEXES

9.1 Documents to be completed

(These annexes are to be uploaded online on GAP).

- Annex A: Grant application form (Word format)
- Annex B: Budget (Excel format)
- Annex C: Project Activity Plan (Excel format)
- Annex D: Stakeholder platform
- Annex E: Legal entity sheet
- Annex F: Financial identification form
- Annex G: Self Declaration for Co-applicant(s) (if any)

9.2 Documents for information

- Annex H: Standard grant contract
 - Annex H.I: Budget and funding plan guidelines
 - Annex H.II: Standard Request for Payment
 - Annex H.III: Model Narrative and Financial Report
 - Annex IV: Public Procurement Rules
- Annex I: Daily allowance rates (per diem), available at the following address:
https://ec.europa.eu/international-partnerships/system/files/per-diem-rates-20200201_en.pdf
- ANNEX J: Communication and Visibility Manual for EU External Actions specified and published by the European Commission at https://ec.europa.eu/europeaid/communication-and-visibility-manual-eu-external-actions_en

Useful links

Web sites related to the project

<https://www.euneighbours.eu/en/east/stay-informed/projects/eu4culture>

Project Cycle Management Guidelines

http://ec.europa.eu/europeaid/aid-delivery-methods-project-cycle-management-guidelines-vol-1_en

The implementation of grant contracts - A Users' Guide

<http://ec.europa.eu/europeaid/companion/document.do?nodeNumber=19&locale=en>

Financial Toolkit

http://ec.europa.eu/europeaid/funding/procedures-beneficiary-countries-and-partners/financial-management-toolkit_en

Please note: The toolkit is not part of the grant contract and has no legal value. It merely provides general guidance and may in some details differ from the signed grant contract. In order to ensure compliance with their contractual obligations, beneficiaries should not exclusively rely on the toolkit but always consult their individual contract documents.

Autent Cermei

Cermei

Anexa nr. 2 la contractul de finanțare între Goethe-Institut și Autoritatea executivă a Consiliului municipal Orhei

ANNEX A

GRANT APPLICATION FORM – FULL APPLICATION to support the preparation of Cultural Development Strategies

in the framework of the EU-funded project

EU4Culture

Promoting Culture & Creativity as an Engine for Economic Growth and
Social Development in Eastern Partnership Countries

Deadline for submission of full application: ¹

30 September 2021 at 12:00 (Central European Time)

Title of the action:	
Acronym of the action:	
Name of the lead applicant:	

(in order to convert to local time click [here](#)²)

¹ Online submission via GAP is mandatory for this call for proposals

² An example of a time converter tool available online: <http://www.timeanddate.com/worldclock/converter.html>

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NOTICE

When processing your application, any personal data (e.g. names, addresses and CVs), will be processed³ solely for the purposes of the performance management and monitoring of the call for proposal and of the contract by the data controller without prejudice to possible transmission to the bodies charge with monitoring or inspection tasks in application of the law of the European Union.

The data protection rules provided for by the Regulation⁴ on the protection of individuals with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data apply.

³ In order to avoid requesting the applicants for the same information more than once, information already available to the Contracting Authority may be used to the extent possible.

⁴ Regulation (EC) No 45/2001 of the European Parliament and of the Council 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.

The aim of the regulation is to align the provisions of Regulation (EC) no 45/2001 with the principles and rules laid down in Regulation (EU) 2016/679 applicable to the Member States.

INSTRUCTIONS:

You should only submit this form (Annex A) after you receive an invitation to submit a full application.

The format for this document is A4 size with 2 cm margins.
The form below must be completed using Arial 10 font characters, and single line spacing.

The page limits do not include the instructions (in italics): please delete the instructions (in italics) before submitting your application.

1 GENERAL INFORMATION

Please complete the table below, using the same information as that which you provided in your Concept Note.

Name of the lead applicant	
Title of the action	
Short name of the action:	
Location of the action	
Requested grant of the action⁵	

⁵ Maximum amount: 30,000€. This amount should correspond to the requested grant in your budget, Annex B.
 Page 4

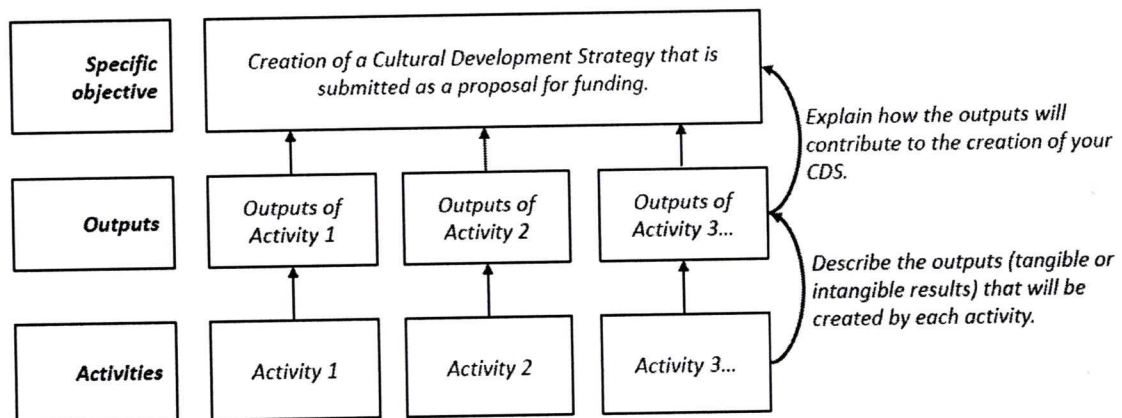
2 THE ACTION

2.1 Description (max 13 pages)

Provide a description of the proposed action and its relevance, including all the information requested below, referring to the project overall and specific objectives, expected results and outputs (Refer to Section 1.3 of the application guidelines):

- i. Briefly outline how and why the elaboration of a cultural development strategy is relevant and necessary for your NCC/T: culturally, economically, socially, environmentally, politically...?
- ii. Please explain how your cultural development strategy will contribute to your overall objective of promoting sustainable economic development of your NCC/T.
- iii. Present the overall vision for your future cultural development strategy: what do you consider to be priority sectors covered in your strategy, and why?
- iv. Please identify and describe your target groups; i.e. the different types of persons, organisations, stakeholders etc. that you will seek to involve in the development of your CDS. Describe their particular needs and constraints.
 - Have you already created your stakeholder platform? What is the number and range of stakeholders to be involved in the process of developing your CDS?
 - Please complete Annex D to the application guidelines.
- v. Present your intervention logic, explaining how your planned activities will lead to the expected outputs and how your outputs will lead to the creation of your CDS, making explicit the main assumptions and risks along this chain of results.

Sample intervention logic



- vi. Present in detail, your planned work process for the development or preparation of your CDS. In particular, explain which activities you will implement, how the different activities relate to each other, and how they will be scheduled in relation to each other. For each activity, explain the reasoning behind the choice of the activity, who will be responsible for implementing it, when it will take place and the expected outcome (tangible or intangible results). Your activities and their expected outcomes should be in line with your intervention logic and with your logical framework in Section 2.6.
- vii. Please describe the role and participation in the development of your CDS of the various actors and stakeholders, (target groups, local authorities, etc.), and the reasons why these roles have been assigned to them.
 - Describe the format (for example workshops, focus groups, consultations) and extent (frequency of meetings for example) of involvement of local stakeholders in the decision-making and working processes.
 - How will the process ensure inclusiveness: How will it ensure gender equality? How will it reflect local ethnic and cultural diversity?

<insert text here>

2.2 Implementation approach (max 3 pages)

- i. Please identify the methods of implementation (including the main means proposed – e.g. equipment, materials, and supplies to be acquired or rented) and the rationale for choosing such methodologies.
- ii. Please describe the organisational structure and the team proposed to manage the development of the CDS (by function: there is no need to include the names of individuals).
- iii. Where this project continues a previous action, describe how it will build on the results of the previous action (give the main conclusions and recommendations of any evaluations carried out).
- iv. In case a similar/cross-cutting action is already funded and/or implemented in the sector, explain how the two actions would be complementary to each other. (Please specify potential synergies with other initiatives, in particular by the European Union).
- v. Describe how you will ensure the visibility of your work to develop a local CDS, and of the EU financial contribution to this work.⁶

<insert text here>

2.3 Indicative action plan for implementing the action

Please complete the Project Activity Plan in Annex C, by describing each planned activity (present in your intervention logic and in Section 2.1), their start date, duration, and implementing body. The implementing body must be either the lead applicant or the co-applicant(s), if any.

The action plan for the 6 months of the project duration should be sufficiently detailed to give an overview of the preparation and implementation of each activity. Please kindly consider that the total project period for preparation of the cultural development strategy is 6 months and the proposed activities must comply with this timeframe.

2.4 Sustainability of the action (max 2 pages)

Please provide **all** the information requested below:

- i. Institutional sustainability: How do you see that the process of creating the CDS will have a long-term impact on your target groups, in terms of institutional sustainability? (capacity-building, greater communication and cooperation, increased skills, etc.?).
- ii. Policy sustainability: Do you foresee other potential means of implementing your future CDS, besides through support provided by EU4Culture?
- iii. Provide a risk analysis and contingency plan for the preparation of your cultural development strategy. This should include a list of risks associated with each proposed action, accompanied by relevant mitigation measures. A good risk analysis will include a range of risk types including physical, environmental, political, economic, and social risks.

<insert text here>

2.5 Horizontal and cross-cutting issues (max 1 page)

Please explain how horizontal and cross-cutting issues will be taken into account within the development of your CDS. These issues include:

- Gender equality
- Environmental sustainability
- Equal opportunities
- Multi-ethnicity and multiculturalism.

<insert text here>

⁶ Please refer to the Communication and Visibility Manual for EU External Actions, https://ec.europa.eu/europeaid/communication-and-visibility-manual-eu-external-actions_en.

2.6 Logical framework

2.6.1 Logical framework (simplified)

Please complete the following table, if necessary adding additional rows for each output.
The target value for your indicators should realistically reflect what you intend to achieve during the project period, and should be measurable and verifiable.

	Results chain	Indicator	Current value	Target value (04/22)	Sources and means of verification
Specific objective	Development of a local Cultural Development Strategy, to be submitted as a proposal for funding.	CDS submitted as a proposal for funding.	0	1	Submission of CDS in Goethe-Institut's on-line application platform 'GAP'.
Outputs: The direct/tangible products (infrastructure, goods and services) delivered/generated by the intervention.	Example: O2.1: Stakeholder platform further developed. (O2.1 = Output 1 from Activity 2).	Number of platform members (disaggregated by gender)	XX	XY	Membership list
		Number of platform meetings	0	YY	Meeting agendas

2.6.2 Activity matrix

Please complete the table below for each project activity, adding lines as necessary. Key activities should correspond to those described in Section 2.1 and in the Project Activity Plan (Section 2.3, Annex C).

Key activities	Means and Costs	Assumptions
What are the key activities to be carried out to produce the intended outputs?	<p>Means: What are the political, technical, financial, human and material resources required to implement these activities, e. g. staff, equipment, supplies, operational facilities, etc.</p> <p>Costs: What are the costs of the activity? How are they classified? (Breakdown in the Budget for the Action)</p>	Factors outside project management's control that may impact on the activities-outputs linkage.
(*activities should in principle be linked to corresponding output(s) through clear numbering)		
Activity 1: Title		
Activity 2: Title		
Etc.		

2.7 Budget, amount requested from the contracting authority and other expected sources of funding

Please complete Annex B: Budget (Excel format) to the guidelines to provide information on:

- i. the budget of the action (worksheet 1), for the total 6-month duration of the action;*
- ii. the amount requested from the contracting authority and other expected sources of funding for the action for the total duration (worksheet 2).*

For further information, see the guidelines for applicants (Section 4).

Please note that the cost of the action and the contribution requested from the contracting authority must be stated in EUR.

3 THE APPLICANTS

3.1 The lead applicant, the co-applicant (s)

As per Section 3. of the guidelines, prior registration on GAP for this call for proposals is obligatory for the lead applicant and its co-applicants (if any).

3.2 The partnership

*Please provide the rationale behind the collaboration between the lead applicant and the co-applicant(s) (if any), describing the added value of the partnership, and the relevance of each co-applicant's experience to the implementation of the project in the sectors and in the region.
Maximum 1 page.*

<insert text>

3.3 Applicants' experience

The information below will be used to assess whether you have sufficient and stable experience of managing actions in the same sector and of a comparable scale to the one for which a grant is being requested.

3.3.1 Experience in similar actions in the past 3 years

Please provide a detailed description of actions in the same sector and of a comparable scale to the one for which a grant is being requested managed by:

- The lead applicant
- The co-applicant(s), if any

Maximum 1 page per action.

Name of the organisation: Lead applicant: <input type="checkbox"/> Co-applicant <input type="checkbox"/>					
Project title:					
Location	Cost of the action (EUR)	Role: Coordinator, co-beneficiary, affiliated entity	Donors to the action (name)	Amount contributed (by donor)	Dates (from ... to) dd/mm/yyyy
Objectives and results of the action					

3.3.2 Experience in other actions in the past 3 years

Please provide a detailed description of other actions managed by:

- The lead applicant
- The co-applicant(s), if any

Max. 1 page per action and max. 10 actions.

Name of the organisation:					
Lead applicant: <input type="checkbox"/>		Co-applicant <input type="checkbox"/>		Affiliated entity <input type="checkbox"/>	
Project title:					
Location	Cost of the action (EUR)	Role: Coordinator, co-beneficiary, affiliated entity	Donors to the action (name)	Amount contributed (by donor)	Dates (from... to) dd/mm/yyyy
Objectives and results of the action					

4 DECLARATION (FOR CO- APPLICANTS, IF ANY)

Co-applicants, if any, should sign, scan and upload to GAP the Declaration on Honour (Annex G to the application guidelines).

5 MANDATE (FOR CO-APPLICANT(S))

Important: This application form must be accompanied by a signed and dated mandate from each co-applicant, in accordance with the template provided below.

The co-applicant authorises the lead applicant <indicate the name of the organisation> to submit on its behalf the present application form and to sign on its behalf the standard grant contract (Annex H of the guidelines for applicants) with the Goethe-Institut (contracting authority), as well as to be represented by the lead applicant in all matters concerning this grant contract.

I have read and approved the contents of the proposal submitted to the contracting authority. I undertake to comply with the principles of good partnership practice.

Name:

Organisation:

Position:

Signature:

Date and place:

6 CHECKLIST FOR SELF-GUIDANCE

[Please delete this checklist before submitting your full application]

Full application checklist

(To be filled in by the lead applicant for self-guidance purposes only)

Before sending your full application check that each of the criteria below have been met in full:	Yes	No	N/A
1. The correct grant application form has been used.			
2. The proposal is typed and is written in English.			
3. The budget (Annex B to the application guidelines) is enclosed, in balance, presented in the format requested, and stated in EUR.			
4. The activity plan (Annex C to the application guidelines) has been completed and is enclosed.			
5. You have uploaded the document related to your Stakeholder Platform (Annex D of the application guidelines)			
6. The Declaration by the co-applicants (if any) (Annex G to the application guidelines) has been filled in and has been signed.			
7. Each co-applicant has completed, signed and submitted the mandate.			
8. The lead applicant satisfies the eligibility criteria specified in Section 2.1. of the guidelines.			
9. The co-applicant(s), if any, satisfy the eligibility criteria specified in Section 2.1. of the guidelines.			
10. Copy of the lead applicant's latest closed accounts has been provided in accordance with the guidelines (Section 3.2).			

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Self-declaration

Self-declaration on exclusion criteria and avoidance of conflicts of interest for the awarding of a grant by the EU4Culture

To be downloaded by the applicant, filled out, printed on their own letterhead and signed by the legal representative (on paper). Scanned PDF should be then uploaded by the applicant in the Portal.

The undersigned [*name of undersigned*] hereby declares

(*legal entities only*) in representation of the following legal entity:

Name in full:

Legal form:

Official register entry:

Address in full:

VAT registration number:

(subsequently "**person/entity**")

declares that the applicant is fully eligible in accordance with the criteria set out in the call for proposals;

declares that the applicant has the financial and operational capacity to carry out the proposed action;

OPTION I: DECLARATION ALREADY IN PLACE

The person/entity is not required to present the declaration on exclusion criteria if this declaration has already been submitted to the EU4Culture for the purposes of an earlier awarding procedure, provided that the situation has not changed and the declaration was issued **no longer than one year ago**.

In this event *the undersigned* declares that the person/entity has already submitted the same declaration on exclusion criteria within the scope of an earlier awarding procedure, and confirms that their situation has not changed since then:

Date of declaration	Full details of earlier awarding procedure

OPTION II: SELF-DECLARATION TO BE COMPLETED BY THE UNDERSIGNED

I – Exclusion situations relating to the person/entity

Please tick where appropriate!

The undersigned declares that one of the situations below applies to the above person/entity	YES	NO
They are bankrupt or currently the subject of insolvency proceedings or in liquidation, their assets are being administered by a liquidator or court, they are in settlement proceedings, their business activities have been suspended, or they are in a similar situation arising from a similar procedure provided for in EU or national legislation or regulations;	<input type="checkbox"/>	<input type="checkbox"/>
it has been established through a legal judgement in court or a final administrative decision that the person/entity has not fulfilled their obligations relating to the payment of taxes or social security contributions in accordance with applicable law;	<input type="checkbox"/>	<input type="checkbox"/>
it has been established through a legal judgement in court or a final administrative decision that the person/entity is guilty of grave misconduct within the scope of their professional activities as a result of a breach of applicable laws, provisions or ethical standards of their profession , or as a result of any form of criminal activity compromising their professional integrity that arises through intent or gross negligence; in particular including conduct of the following nature:		
i) when providing the required information to verify the absence of grounds for exclusion or compliance with suitability criteria, or in the performance of a contract or agreement, the submission of false declarations with intent to deceive or through negligence;	<input type="checkbox"/>	<input type="checkbox"/>
ii) agreements with other persons/entities with the objective of distorting of competition;	<input type="checkbox"/>	<input type="checkbox"/>
iii) breach of intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>
iv) attempting to influence the decision of the EU4Culture during the awarding procedure;	<input type="checkbox"/>	<input type="checkbox"/>
v) attempting to obtain confidential information about the procedure through which illegal advantages could be gained in the awarding procedure;	<input type="checkbox"/>	<input type="checkbox"/>
it has been established through a legal judgement in court that the person/entity is guilty of the following offences :		
i) fraud as referred to in Article 3 of Directive (EU) 2017/1371 and Article 1 of the Convention on the Protection of the European Communities' Financial Interests drawn up by the Council Act of 26 July 1995;	<input type="checkbox"/>	<input type="checkbox"/>
ii) corruption as referred to in Article 4 Para. 2 of Directive (EU) 2017/1371 and Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States drawn up by the Council Act of 26 May 1997, activities in terms of Article 2 Para. 1 of the framework decision 2003/568/JI of the Council, and corruption as referred to in applicable law;	<input type="checkbox"/>	<input type="checkbox"/>
iii) activities associated with a criminal organisation as referred to in Article 2 of the framework decision 2008/841/JI of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
iv) money laundering or financing of terrorism in terms of Article 1 Paras. 3, 4 and 5 of Directive (EU) 2015/849 of the European Parliament and the Council;	<input type="checkbox"/>	<input type="checkbox"/>
v) terrorist offences or offences linked to terrorist activities in terms of Article 1 and Article 3 of	<input type="checkbox"/>	<input type="checkbox"/>

the framework decision 2002/475/JI of the Council, or incitement, complicity or attempt in terms of Article 4 of the same decision.;		
vi) child labour or other offences linked with human trafficking as referred to in Article 2 of the Directive 2011/36/EU of the European Parliament and the Council;	<input type="checkbox"/>	<input type="checkbox"/>
they have demonstrated considerable deficiencies in fulfilment of the main requirements during the performance of a contract or agreement financed by the Union budget, resulting in premature termination of the contract, imposition of a flat-rate compensation payment or other forms of contractual penalty, or which were discovered through inspections, audits or investigations by a contracting authority, the European Anti-Fraud Office (OLAF) or the Court of Auditors;	<input type="checkbox"/>	<input type="checkbox"/>
it has been established through a legal judgement in court or a final administrative decision that the person/entity has committed an irregularity in terms of Article 1 Para. 2 of Council Regulation (EC, Euratom) No. 2988/95;	<input type="checkbox"/>	<input type="checkbox"/>
it has been established through a legal judgement in court or a final administrative decision that the person/entity has set up an office in another sovereign territory with the intention of circumventing tax, social and legal obligations at their statutory registered office, their administrative headquarters or their main branch;	<input type="checkbox"/>	<input type="checkbox"/>
<i>(legal entities only)</i> it has been established through a legal judgement in court or a final administrative decision that the person/entity has been created with the intent provided for in point (g).	<input type="checkbox"/>	<input type="checkbox"/>
that the person/entity in the situations described in points c to h is subject to: facts established in the context of audits or investigations carried out by the European Public Prosecutor's Office (after its establishment), the Court of Auditors, the European Anti-Fraud Office (OLAF) or the internal auditor, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body; non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics; facts referred to in decisions of entities or persons being entrusted with EU budget implementation tasks; information transmitted by Member States implementing Union funds; decisions of the Commission relating to the infringement of Union competition law or of a national competent authority relating to the infringement of Union or national competition law or decisions of exclusion by an authorising officer of a body, institution or other entity of the EU.	<input type="checkbox"/>	<input type="checkbox"/>
that the person/entity has already received funding from the EU4Culture for the same project or in the same fiscal year, and is therefore in breach of the double funding and non-cumulative policy as referred to in Article 191 EU (Regulation) 2018/1046.	<input type="checkbox"/>	<input type="checkbox"/>

II – Situations of exclusion concerning natural persons or legal entities with power of representation, decision-making or control over the legal entity and beneficial owners

This section is not applicable to natural persons, Member States and local authorities
Please tick where appropriate!

The undersigned declares that a natural person or legal entity who is a member of the administrative, management or supervisory body of the abovementioned legal entity or who has powers of representation, decision or control with regard to the above-mentioned legal entity (this includes company directors, members of management or supervisory bodies, and cases where one natural person holds a majority of shares), or a beneficial owner of the person/entity (as referred to in point 6 of Article 3 of Directive (EU) No 2015/849) is in one of the following situations:	YES	NO	N/A
Situation (c) above (grave professional misconduct)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (d) above (fraud, corruption or other criminal offence)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (e) above (significant deficiencies in performance of a contract)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (f) above (irregularities)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (g) above (creation of an entity with the intent to circumvent legal obligations)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (h) above (creation of a person with the intent to circumvent legal obligations)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

III – Situations of exclusion concerning natural or legal persons assuming unlimited liability for the debts of the legal entity

The undersigned declares that a natural person or legal entity that assumes unlimited liability for the debts of the above-mentioned legal entity is in one of the following situations:	YES	NO	N/A
Situation (a) above (bankruptcy)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (b) above (breach in payment of taxes or social security contributions)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IV – Grounds for rejection from this procedure

The undersigned declares that the above-mentioned person:	YES	NO
---	-----	----

was previously involved in the preparation of the procurement documents used in this awarding procedure, where this entailed a breach of the principle of equality of treatment including distortion of competition that cannot be remedied otherwise.	<input type="checkbox"/>	<input type="checkbox"/>
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V – Remedial measures

If the person/entity declares one of the situations of exclusion listed above, they must demonstrate reliability by indicating measures taken to remedy the exclusion situation. This might for example include technical, organisational and staffing measures to prevent further occurrence, compensation of damage or payment of fines or of any taxes or social security contributions. Appropriate documentary evidence to illustrate the remedial measures taken must be **provided in annex to this declaration**.

This does not apply to situations referenced in point (d) of this declaration.

VI – Provision of evidence on request

Upon request and within the time limit set by the EU4Culture, the person/entity must provide information on natural persons or legal entities that are members of the administrative, management or supervisory body or that have powers of representation, decision or control, including legal and natural persons within the ownership and control structure and beneficial owners.

It must also provide the following evidence concerning the person/entity themselves and the natural persons or legal entities on whose capacity the person intends to rely, or a subcontractor thereof, and concerning the natural persons or legal entities who assume unlimited liability for the debts of that person/entity:

*As evidence that none of the situations described in (a), (c), (d), (f), (g) and (h) are applicable, a recently dated **extract from the judicial record** must be provided, or failing that an equivalent document issued recently by a judicial or administrative authority in the person/entity's country of establishment, showing that those requirements are fulfilled.*

*As evidence that none of the situations described in (b) are applicable, recently dated **certificates issued by the competent authorities of the State concerned** must be provided. These certificates must provide evidence covering all taxes and social security contributions for which the person/entity is liable, including VAT, income tax (natural persons only), company tax (legal entities only) and social security contributions. In the event that one of the documents described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary, or failing that a formal statement made before an administrative authority or a qualified professional body in the person/entity's country of establishment.*

The person/entity is not required to submit evidence if it has already been submitted within the scope of an earlier awarding procedure involving the EU4Culture. The documents must have been issued **no more than one year** before the date on which they are requested by the EU4Culture and must still be valid at that date.

The undersigned declares that the person/entity has already provided the documentary evidence within the scope of an earlier procedure and confirms that there has been no change in their situation since:

Document	Full details of earlier procedure
----------	-----------------------------------

<i>[Insert as many lines as required]</i>	
---	--

The above-mentioned person/entity may be subject to rejection from this procedure if any of the declarations or information provided as a condition for participating in this procedure prove to be false.

Full name

Date

Signature

Autore Cerini / Cerini

Au for Cenci; Gold

1. Budget for the Action¹

Costs	All Years			
	Unit	# of units	Unit value (in EUR)	Total Cost (in EUR)
1. Human Resources				
1.1 Salaries (gross salaries including social security charges and other related costs, local staff)				
1.1.1 Technical				
<i>name of staff position</i>	Per month			0
1.1.2 Administrative/ support staff				
<i>name of staff position</i>	Per month			0
Subtotal Human Resources				0
2. Travel and Per diems				
2.1. International travel				
Travel	Per flight			0
Per diem	Per day			0
2.2. National travel				
<i>Travel for xyz purpose</i>	Per travel			0
Per diem	Per day			0
2.3 Local transportation				
	Per month			0
Subtotal Travel				0
3. Equipment and supplies				
3.1 Furniture, computer equipment				
	Per...			0
3.2 Machines, tools...				
	Per...			0
3.3 Spare parts/equipment for machines, tools				
	Per...			0
3.4 Other (please specify)				
	Per...			0
Subtotal Equipment and supplies				0
4. Local office				
4.1 Office rent				
	Per month			0
4.2 Consumables - office supplies				
	Per month			0
4.3 Other services (tel/fax, electricity/heating, maintenance)				
	Per month			0
Subtotal Local office				0
5. Other costs, services				
5.1 Publications				
	Per...			0
5.2 Studies, research				
	Per...			0
5.3 Expenditure verification/Audit				
	Per...			0
5.4 Evaluation costs				
	Per...			0
5.5 Translation, interpreters				
	Per...			0
5.6 Financial services (bank guarantee costs etc.)				
	Per...			0
5.7 Costs of conferences/seminars				
	Per...			0
5.8. Visibility actions				
	Per...			0
Subtotal Other costs, services				0
6. Other				
	Per...			0
Subtotal Other				0
7. Subtotal direct eligible costs of the Action (1-6)				0
8. Indirect costs (maximum 7% of 7, subtotal of direct eligible costs of the Action)				

1. Budget for the Action¹

		All Years		
Costs	Unit	# of units	Unit value (in EUR)	Total Cost (in EUR)
9. Total eligible costs of the Action, excluding reserve and volunteers' work (7+ 8)				0
10.2 Volunteers' work	Per day			0
11. Total eligible costs (9+10)				0
12. Taxes				
13. Total accepted costs of the Action (11+12)				0

Clarification of the budget items

Provide a narrative clarification of each budget item demonstrating the necessity of the costs and how they relate to the action (e.g. through references to the activities and/or results in the Description of the Action).

[illegible]

Clarification of the budget items

Provide a narrative clarification of each budget item demonstrating the necessity of the costs and how they relate to the action (e.g. through references to the activities and/or results in the Description of the Action).

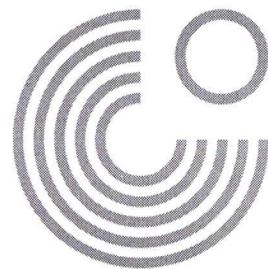
Justification of the estimated costs

Provide a justification of the calculation of the estimated costs.

3. Expected sources of funding & summary of estimated costs

		Amount EUR	Percentage %
Expected sources of funding			
EU/EDF contribution sought in this application (A)		<input type="text"/>	
CO-FINANCING (1+2+3+4) (B)		<input type="text"/>	
1. Other contributions (Applicant, other Donors etc)			
Name	Conditions		
		<input type="text"/>	
		<input type="text"/>	
2. Revenue from the Action		<input type="text"/>	
Expected TOTAL CONTRIBUTIONS (A)+(B)		<input type="text"/>	
Estimated Costs			
Estimated TOTAL ELIGIBLE COSTS (C)		<input type="text"/>	
EU/EDF contribution expressed as a percentage of total eligible costs (A/C x 100)			<input type="text"/>
Estimated TOTAL ACCEPTED COSTS (D)		<input type="text"/>	
EU/EDF contribution expressed as a percentage of total accepted costs (A/D x 100)			<input type="text"/>

Autore Cernei i Cernei



Anexa nr. 6 la contractul de finanțare între Goethe-Institut și Autoritatea executivă a Consiliului municipal Orhei

FINAL NARRATIVE REPORT

[PROJECT NAME, TIME]

**GOETHE
INSTITUT**

Sprache. Kultur. Deutschland.

FINAL NARRATIVE REPORT

- This report must be completed and signed by the contact person of the Coordinator.
- The information provided below must correspond to the financial information that appears in the financial report.
- Please complete the report using a computer (*you can find this form at the following address <Specify>*).
- Please expand the paragraphs as necessary.
- **Please refer to the Special Conditions of your grant contract and send one copy of the report to each address mentioned.**
- The Goethe-Institut will reject any incomplete or badly completed reports.
- Unless otherwise specified, the answer to all questions must cover the reporting period as specified in point 1.6.
- Please do not forget to attach to this report the proof of the transfers of ownership referred to in Article 7.5 of the General Conditions.

Table of contents

List of acronyms used in the report

1. Description

- 1.1. Name of Coordinator of the grant contract:
- 1.2. Name and title of the contact Person:
- 1.3. Name of beneficiary(ies) and affiliated entity(ies) in the Action:
- 1.4. Title of the Action:
- 1.5. Contract number:
- 1.6. Start date and end date of the Action:
- 1.7. Target country(ies) or region(s):
- 1.8. Final beneficiaries &/or target groups¹ (if different) (including numbers of women and men):
- 1.9. Country(ies) in which the activities take place (if different from 1.7):

¹ "“Target groups”” are the groups/entities who will be directly positively affected by the project at the Project Purpose level, and ““final beneficiaries”” are those who will benefit from the project in the long term at the level of the society or sector at large.

2. Assessment of implementation of Action activities

2.1. Executive summary of the Action

Please give a global overview of the Action's implementation for the whole duration of the project

Referring to the updated final logical framework matrix² (see point 2.3. below), describe the level of achievement of the outcome(s) on both the final beneficiaries &/or target group (if different) and the situation in the target country or target region which the Action addressed.

Please explain if the intervention logic has proved to be valid, including with the possible changes and their justifications presented in earlier reports, comment the likeliness of reaching the final target(s) related to the impact in a near future (specify);.

Please indicate any modification that have be brought to the Logframe matrix since the start of the Action and explain briefly why (complete explanation should be placed in the following section under the relevant level considered (outcomes, outputs, activities)).

2.2. Results and Activities

A. RESULTS

What is your assessment of the results of the Action so far? Include observations on the performance and the achievement of outputs, outcomes and impact and whether the Action has had any unforeseen positive or negative results.

Referring to the final updated logframe matrix (see point 2.3. below) please comment the level of achievement of all the results on the basis of the corresponding current value of the indicators and all the related activities implemented during the reporting period.

Outcome 1 (Oc1) – "Title of Outcome 1"

Comment on final status of indicators associated to Oc1 and explain any changes, especially any underperformance; refer to the indicators and assumptions in the Logframe:

Outcome 2 (Oc2) – "Title of Outcome 2"

Output 1.1. (Op 1.1.) – "Title of Output 1.1."

(...)

Following the above assessment of results, please elaborate on all the topics/activities covered.

B. ACTIVITIES

Activity 1.1.1.

Please explain any problems (e.g. delay, cancellation, postponement of activities) which have arisen and how they have been addressed (if applicable)

Please list any risks that might have jeopardised the realisation of some activities and explain how they have been tackled.

Activity 1.1.2.

² The relevant terminology (i.e. outputs, outcome, indicators etc.) is defined in the logical framework matrix template attached to the guidelines for applicants (annex e3d).

(…)

- 2.3.** Describe if the Action will continue after the support from the European Union has ended. Are there any follow up activities envisaged? What will ensure the sustainability of the Action?
- 2.4.** Submit an updated Logframe matrix, highlighting the changes. When the planning has included milestones (intermediary target values), the updated logframe matrix should allow to compare the achievements at the date of the reporting with the corresponding values in earlier reports (when relevant) and with the corresponding milestones and final target.

Intervention logic		Indicators	Baseline (incl. reference year)	Current value Reference date			Targets (incl. reference year)			Sources and means of verification	Assumptions
Overall objective: Impact											
Specific objective(s): Outcome(s)	Oc 1										
	Oc 2										
Outputs	Op 1.1. Op 1.2										
	Op 2.1 Op 2.2										
Activities	A 1.1.1. A 1.1.2 A 2.1.1. ...										

- 2.5.** Explain how the Action has mainstreamed cross-cutting issues such as promotion of human rights,³ gender equality,⁴ democracy, good governance, children's rights and indigenous peoples,

³ Including those of people with disabilities. For more information, see 'Guidance note on disability and development' at https://ec.europa.eu/europeaid/disability-inclusive-development-cooperation-guidance-note-eu-staff_en

⁴ https://ec.europa.eu/europeaid/toolkit-mainstreaming-gender-equality-ec-development-cooperation_en

environmental sustainability⁵ and combating HIV/AIDS (if there is a strong prevalence in the target country/region).⁶

- 2.6. How and by whom have the activities been monitored/evaluated? Please summarise the results of the feedback received from the beneficiaries and others.
- 2.7. What has your organisation or any actor involved in the Action learned from the Action and how has this learning been utilised and disseminated?
- 2.8. Please list all materials (and number of copies) produced during the Action on whatever format (please enclose a copy of each item, except if you have already done so in the past).
Please state how the items produced are being distributed and to whom.
- 2.9. Please list all contracts (works, supplies, services) above € xx awarded for the implementation of the Action since the last interim report if any or during the reporting period, giving for each contract the amount, the name of the contractor and a brief description on how the contractor was selected.

3. Beneficiaries/affiliated entities and other Cooperation

- 3.1. How do you assess the relationship between the beneficiaries/affiliated entities of this grant contract (i.e. those having signed the mandate for the Coordinator or an affiliated entity statement)? Please provide specific information for each beneficiary/affiliated entity.
- 3.2. Is the above agreement between the signatories to the grant contract to continue? If so, how? If not, why?
- 3.3. How would you assess the relationship between your organisation and State authorities in the Action countries? How has this relationship affected the Action?
- 3.4. Where applicable, describe your relationship with any other organisations involved in implementing the Action:
 - Associate(s) (if any)
 - Contractor(s) (if any)
 - Final beneficiaries and target groups
 - Other third parties involved (including other donors, other government agencies or local government units, NGOs, etc.)
- 3.5. Where applicable, outline any links and synergies you have developed with other actions.
- 3.6. If your organisation has received previous EU grants in view of strengthening the same target group, in how far has this Action been able to build upon/complement the previous one(s)? (List all previous relevant EU grants).
- 3.7. How do you evaluate cooperation with the services of the Contracting Authority?

⁵ Guidelines for environmental integration are available at: https://ec.europa.eu/europeaid/sectors/economic-growth/environment-and-green-economy/climate-change-and-environment_en

⁶ Please refer to EC Guidelines on gender equality, disabilities, etc.

4. Visibility

How is the visibility of the EU contribution being ensured in the Action?

The European Commission may wish to publicise the results of Actions. Do you have any objection to this report being published on the EuropeAid website? If so, please state your objections here.

5. Location of records, accounting and supporting documents

Please indicate in a table the location of records, accounting and supporting documents for each Beneficiary and affiliated entity entitled to incur costs.

Name of the contact person for the Action:

Signature:Location:

Date report due:Date report sent:

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