



PROGRAMUL DE COOPERARE ELVEȚIANO-ROMÂN
SWISS-ROMANIAN COOPERATION PROGRAMME

Partnership Block Grant Call for Proposals 2014

Activity Agreement

PF <number of the contract>

between

Swiss Intermediate Body, represented by the <name of the SIB representative>, with its headquarter in <full address>, Romania, fiscal identification code <fiscal identification code of the organization>, hereafter called the **SIB**

and

<name of the organization>, with its headquarter in <full address>, Romania, fiscal identification code¹ <fiscal identification code of the organization>, hereafter called the **Executing Agency (EA)**.

Both parties agree the following:

Article 1 – Object of the Agreement

- 1.1 The purpose of this Agreement is the award of a grant by the SIB to the Executing Agency for the implementation of the project entitled *<title of the project>*, described in Annex I.
- 1.2 The Executing Agency will be awarded the grant following the terms and conditions set out in this Agreement, together with its Annexes, which the Executing Agency hereby declares having taken notice of and accepted.
- 1.3 The Executing Agency accepts the grant and agrees to carry out the project under its own responsibility.

Article 2 – Duration of the Agreement

- 2.1 This Agreement shall enter into force on the date when the last of the two parties signs.

¹ In case an organization owns multiple fiscal codes, please specify all of them here.

- 2.2 The implementation of the project shall begin on <date> and the date of termination is <date>. The duration of the project is <number of months> months.
- 2.3 This Agreement shall be terminated at the latest in the moment of the final payment to the EA or, if the case, of the recovering of grant amounts from the EA (in cases mentioned in Annex III, Article12).

Article 3 – Budget

- 3.1 The total eligible costs of the project are estimated at **CHF <amount>**, as set out in Annex II.
- 3.2 Out of the total eligible costs of the project the SIB will cover a maximum amount of **CHF <amount>**, equivalent to **<percentage>%** of the total eligible costs indicated under Article 3.1.
- 3.3 The amount contributed by the EA and/or the partner/s is **CHF <amount>**, equivalent to **<percentage>%** of the total eligible costs indicated under Article 3.1.
- 3.4 The final amounts specified under Articles 3.2 and 3.3 will be established in accordance with article 17 of Annex III.

Article 4 – Payment Arrangements and Accounting

- 4.1 Payments will be made based on the Request for Payment (template provided in Annex V) and according to the provisions of Annex III, article 15.
- 4.2 The estimated amount for each payment, according to Article 3.2 above, is the following:

Payment type	Percentage from the total grant amount	Amount to be paid (CHF)
Advance payment	20%, but not exceeding 75% from the 1st year's budget	
First instalment	30% or the difference between 50% and the percentage of the advance received	
Second instalment	30%	
Third instalment	max. 15%	
Final payment	approx. 5% or the balance resulting from the final report	
Total grant amount	100%	

- 4.3 Payments shall be made by the SIB (CSDF / REPF) to the EA through the following bank account only (in CHF), mentioned in the Financial Identification Form (template provided in Annex V):
- Name of the bank: <name>**
 - Address of the bank: <full address>**
 - Name of the account holder: <name>**
 - IBAN: <account number>**
 - SWIFT code: <code>**
- 4.4 The EA declares, by signing this Agreement, that there is no double financing of activities or costs included in the budget contained in this project.

Article 5 - Reporting

- 5.1 The EA must submit both technical and financial consolidated reports reflecting the activities of the whole partnership, as well as external audit reports as stipulated in Annex III, Article 2 and according to the templates provided in Annex VII.
- 5.2 The Swiss partner must submit to the EA the list of incurred expenditures for each reporting period, according to Annex VII. Furthermore, the Swiss partner must also submit a final financial report externally audited by an independent accredited auditor and according to Annex IX. The financial reporting and documentation requirements for the Swiss Partner are outlined in Annex III, Article 19.
- 5.3 The exchange rate to be used for financial reporting is according to Annex III, Article 15.7.

Article 6 – Amendments to the Activity Agreement

- 6.1 Any changes to the Agreement or its Annexes must be made in writing, according to Annex III, Article 9 and must be agreed by both signatory parties.

Article 7 – Contact Details

- 7.1 The communication related to this Agreement must be done in writing, stating the contract number and must be sent to the following address:
- For the **Swiss Intermediate Body – CSDF/ REPF**
<full address of CSDF/ REPF>
- Contact person: <name of the contact person of the SIB>
(please note that any other person from CSDF/ REPF who is in charge with the financing programme - for example senior/grant officer, senior/financial officer, PR coordinator etc. – is also considered as contact persons within the Agreement)
- E-mail: <contact e-mail of the SIB>
- Tel: <telephone number>
- Fax: <fax number>
- For the **Executing Agency – <name of the organization>**
<full address>

Contact person: <name of the contact person of the EA>

(please note that any other person from the EA who is in charge with the implementation of the project - for example project assistant, PR coordinator etc. – is also considered as contact person within the Agreement)

E-mail: <contact e-mail for the EA>

Tel: <telephone number>

Fax: <fax number>

Article 8 – Annexes

8.1 The following documents are annexed to this Agreement and constitute integral parts of it:

Annex I: Description of the Project (Application dossier and correspondence during pre-contracting phase)

Annex II: Budget of the Project

Annex III: General Conditions

Annex IV: Procurement Rules

Annex V: Templates Financial Identification Form, Request for Payment, Financial Statement

Annex VI: Information and Promotion Guidelines

Annex VII: Templates Technical and Financial Reports

Annex VIII: Terms of References Financial Review/ Audit

Annex IX: Terms of Reference External Audit of Project Accounts for the Swiss Partner/s

8.2 In the event of conflict between the provisions of the current Agreement and those of its Annexes, the provisions of the first mentioned document shall take precedence. In the event of conflict between the provisions of Annex III and those of the other Annexes, those of Annex III shall take precedence.

Done in two original copies in English language, one original for each party.

For EA

For SIB

<name of the organization>

<name of the SIB representative>

[name and position of the person certified to sign the contract]

[name and position of the person certified to sign the contract]

[Signature]

[Signature]

[date]

[date]