



ROMÂNIA
JUDEȚUL CONSTANȚA
MUNICIPIUL CONSTANȚA
CONSILIUL LOCAL

12

HOTĂRÂRE

privind aprobarea participării Municipiului Constanța ca partener în cadrul proiectului "Snapshot from the borders – small towns facing the global challenges of agenda 2030" și a cofinanțării aferente proiectului

Consiliul local al municipiului Constanța întrunit în ședința ordinară din data de _____;

Având în vedere expunerea de motive a domnului primar Decebal Făgădău înregistrată sub nr. 60636/11.04.2018, Acordul de parteneriat între Municipiul Constanța și Comuni di Lampedusa e Linosa - liderul de proiect înregistrat sub nr. 49919/23.03.2018, Contractul N°CSO-LA/2017/388-115- "Snapshot from the borders – small towns facing the global challenges of agenda 2030" între Comisia Europeană și Comuni di Lampedusa e Linosa - liderul de proiect înregistrat sub nr. 163199/22.12.2017, raportul Comisiei de specialitate nr. 1 de studii, prognoze economico-sociale, buget, finanțe și administrarea domeniului public și privat al municipiului Constanța, raportul Comisiei de specialitate nr. 5 pentru administrație publică, juridică, apărarea ordinii publice, respectarea drepturilor și libertăților cetățeanului și referatul Direcției dezvoltare și fonduri europene înregistrat sub nr. 60790/11.04.2018;

În temeiul prevederilor art. 36 alin. (9) și art. 115 alin. (1) lit. b din Legea nr. 215/2001 privind administrația publică locală, republicată;

HOTĂRĂȘTE:

Art. 1 Se aprobă participarea Municipiului Constanța ca partener în cadrul proiectului "Snapshot from the borders – small towns facing the global challenges of agenda 2030".

Art. 2 Se aprobă cofinanțarea în procent de 11% din totalul valorii alocate partenerului Municipiul Constanța, respectiv suma de 6.647,19 euro din bugetul local.

Art. 3 Compartimentul relații consiliul local și administrația locală va comunica prezenta hotărâre Direcției financiare, Direcției dezvoltare și fonduri europene, în vederea aducerii la îndeplinire și spre știință, Instituției prefectului județului Constanța.

Prezenta hotărâre a fost votată de consilierii locali astfel: _____ pentru, _____ împotriva, _____ abțineri.

La data adoptării sunt în funcție _____ consilieri din 27 membri.

PREȘEDINTE ȘEDINȚĂ,

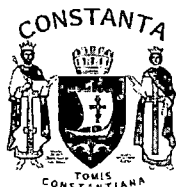
CONTRASEMNEAZĂ

SECRETAR

MARCELA ENACHE

CONSTANȚA

Nr. _____



ROMÂNIA
JUDEȚUL CONSTANȚA
MUNICIPIUL CONSTANȚA
NR. 60636/11.04.2018

EXPUNERE DE MOTIVE

În data de 9 octombrie 2017 a fost semnat Contractul N°CSO-LA/2017/388-115-"Snapshot from the borders – small towns facing the global challenges of agenda 2030" între Comisia Europeană și Comuni di Lampedusa e Linosa (Italia) - liderul de proiect.

Ulterior, în data de 23 martie 2018 a fost semnat Acordul de parteneriat între Municipiul Constanța și Comuni di Lampedusa e Linosa (Italia) - liderul de proiect.

Obiectivul general al proiectului "Snapshot from the borders – small towns facing the global challenges of agenda 2030" îl constituie îmbunătățirea înțelegerii factorilor de decizie europeni, naționali și locali și a opiniei publice cu privire la interdependențele globale care determină fluxurile de migrație către frontierele europene, în perspectiva atingerii obiectivelor dezvoltării durabile.

În cadrul proiectului se vor desfășura o serie de activități, respectiv:

- Campania "No more bricks in the Wall Campaign" desfășurată la nivel local și național, cât și la nivelul Uniunii Europene (la Bruxelles și la instituțiile UE) se va derula de-a lungul celor 3 ani ai proiectului, cu diferite etape.
- Workshop-uri informative adresate funcționarilor publici și factorilor de decizie politică privind subiectele principale ale proiectului;
- Info festivaluri locale sau participarea la festivaluri locale cu informații despre proiect;
- Schimb de bune practici între autoritățile locale;
- Crearea unei rețele formale "Border-towns" care va fi lansată după primul an de implementare;
- Elaborarea unei anchete participative privind aspecte legate de impactul fluxurilor de migranți la nivel local în fiecare oraș partener.

În temeiul prevederilor art. 45 alin. (6) din Legea nr. 215/2001 privind administrația publică locală, republicată inițiez spre dezbateri și aprobare proiectul de hotărâre privind aprobarea participării Municipiului Constanța ca partener în cadrul proiectului "Snapshot from the borders – small towns facing the global challenges of agenda 2030" și a cofinanțării aferente proiectului.

PRIMAR

Decebal Făgădău

A handwritten signature in black ink, appearing to read 'Făgădău', with a long horizontal stroke extending to the right.



ROMÂNIA
JUDEȚUL CONSTANȚA
PRIMĂRIA MUNICIPIULUI CONSTANȚA
DIRECȚIA DEZVOLTARE ȘI FONDURI EUROPENE
NR. 60790/11.04.2018

REFERAT

În data de 9 octombrie 2017 a fost semnat Contractul N°CSO-LA/2017/388-115- "Snapshot from the borders – small towns facing the global challenges of agenda 2030" între Comisia Europeană și Comuni di Lampedusa e Linosa (Italia) - liderul de proiect.

Ulterior, în data de 23 martie 2018 a fost semnat Acordul de parteneriat între Municipiul Constanța și Comuni di Lampedusa e Linosa (Italia) - liderul de proiect.

Obiectivul general al proiectului "Snapshot from the borders – small towns facing the global challenges of agenda 2030" îl constituie îmbunătățirea înțelegerii critice a factorilor de decizie europeni, naționali și locali și a opiniei publice cu privire la interdependențele globale care determină fluxurile de migrație către frontierele europene, în perspectiva atingerii obiectivelor dezvoltării durabile.

În cadrul proiectului se vor desfășura o serie de activități, respectiv:

- Campania "No more bricks in the Wall Campaign" desfășurată la nivel local și național, cât și la nivelul Uniunii Europene (la Bruxelles și la instituțiile UE) se va derula de-a lungul celor 3 ani ai proiectului, cu diferite etape.
- Workshop-uri informative adresate funcționarilor publici și factorilor de decizie politică privind subiectele principale ale proiectului;
- Info festivaluri locale sau participarea la festivaluri locale cu informații despre proiect;
- Schimb de bune practici între autoritățile locale;
- Crearea unei rețele formale "Border-towns" care va fi lansată după primul an de implementare;
- Elaborarea unei anchete participative privind aspecte legate de impactul fluxurilor de migranți la nivel local în fiecare oraș partener.

Cofinanțarea în procent de 11% din totalul valorii alocate partenerului Municipiul Constanța, respectiv suma de 6.647,19 euro sunt prevăzuți în bugetul alocat Direcției dezvoltare și fonduri europene.

Prin expunerea nr. 60636/11.04.2018, domnul primar Decebal Făgădău propune inițierea proiectului de hotărâre privind aprobarea participării Municipiului Constanța ca partener în cadrul proiectului "Snapshot from the borders – small towns facing the global challenges of agenda 2030" și a cofinanțării aferente proiectului.

Având în vedere cele de mai sus, se supune dezbaterii proiectul de hotărâre privind aprobarea participării Municipiului Constanța ca partener în cadrul proiectului "Snapshot from the borders – small towns facing the global challenges of agenda 2030" și a cofinanțării aferente proiectului.

DIRECTOR EXECUTIV

Viorica Ani Merlă

Consilier
Seila Cair



ROMÂNIA
JUDEȚUL CONSTANȚA
MUNICIPIUL CONSTANȚA
CONSILIUL LOCAL
COMISIA DE SPECIALITATE NR.1 – DE STUDII, PROGNOZE
ECONOMICO-SOCIALE, BUGET, FINANȚE ȘI ADMINISTRAREA
DOMENIULUI PUBLIC ȘI PRIVAT AL MUNICIPIULUI CONSTANȚA

R A P O R T

Văzând expunerea de motive a d-lui primar înregistrată sub nr. 60636/11.04.2018;

Analizând proiectul de hotărâre privind aprobarea participării Municipiului Constanța ca partener în cadrul proiectului "Snapshot from the borders – small towns facing the global challenges of agenda 2030" și a cofinanțării aferente proiectului;

Comisia, întrunită azi 17.04.2018, în conformitate cu prevederile art. 44 alin. 1 din Legea nr. 215/2001 privind administrația publică locală, republicată, avizează:

Favorabil / ~~nefavorabil~~ proiectul de hotărâre prezentat.

PREȘEDINTE COMISIE,
ANDREIAȘ CRISTIAN MARIUS



ROMÂNIA
JUDEȚUL CONSTANȚA
MUNICIPIUL CONSTANȚA
CONSILIUL LOCAL
COMISIA DE SPECIALITATE NR. 5 – PENTRU ADMINISTRAȚIE
PUBLICĂ LOCALĂ, JURIDICĂ, APĂRAREA ORDINII PUBLICE,
RESPECTAREA DREPTURILOR ȘI LIBERTĂȚILOR CETĂȚEANULUI

R A P O R T

Văzând expunerea de motive a d-lui primar înregistrată sub nr. 60636/11.04.2018;

Analizând proiectul de hotărâre privind aprobarea participării Municipiului Constanța ca partener în cadrul proiectului "Snapshot from the borders – small towns facing the global challenges of agenda 2030" și a cofinanțării aferente proiectului;

Comisia, întrunită azi 17.04.2018, în conformitate cu prevederile art. 44 alin.1 din Legea nr. 215/2001 privind administrația publică locală, republicată, avizează:

Favorabil / ~~nefavorabil~~ proiectul de hotărâre prezentat.

PREȘEDINTE COMISIE,

ADRIANA ARGHIRESCU



ROMANIA
JUDETUL CONSTANTA
PRIMĂRIA MUNICIPIULUI CONSTANȚA
DIRECȚIA FINANCIARĂ
NR. 32.937/27.02.2018

CĂTRE

DIRECȚIA DEZVOLTARE ȘI FONDURI EUROPENE

Prin prezenta vă comunicăm creditele bugetare aprobate, prin H.C.L. nr.33/15.02.2018 privind aprobarea bugetului municipal pe anul 2018 pentru cheltuielile cu bunuri și servicii, conform anexei atașată la prezenta.

Cheltuielile de capital aprobate le regăsiți detaliate în lista obiectivelor de investiții, anexa nr.3 la H.C.L. nr.33/15.02.2018

Director Executiv
Ec. Marcela Frigioiu

Elaborat
Insp. Herda Elena

BUGET 2018

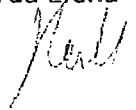
DIRECTIA DEZVOLTARE SI FONDURI EUROPENE

lei

Nr. Crt.	Denumire cheltuieli Cap.51	Sume alocate
1	taxa zonă metropolitană	370.00
2	cheltuieli elaborare cereri de finantare	500.00
3	cofinantare proiect snapshot from the borders	11.00
4	cofinantare proiect masuri integrate pentru o viata mai buna	16.00
	Denumire cheltuieli Cap.74	
1	diverse cheltuieli (avize de mediu, acorduri mediu, avize gospodarirea apelor etc)	25.00
2	cheltuieli materiale PORT -CITIES-INNOVATION FOR SUSTAINABILITY	300.00

Elaborat

Insp. Herda Elena





EUROPEAN COMMISSION
Directorate-General for International Cooperation and Development

People and Peace
Acting Director



Brussels, 09 OCT. 2017
devco.b.1 5129612

Ms. Giusy Cappello
Comune Di Lampedusa e Linosa
Via Cameroni S.N.C.
92010 Lampedusa, Italia
staff.sindaco@comune.lampedusaelino
sa.ag.it
Phone no: +390922975901

Subject: Contract N° CSO-LA/2017/388-115 – " Snapshots from the borders –
Small towns facing the global challenges of Agenda 2030

Dear Ms. Giusy Cappello,

Please find enclosed three original copies of the **contract and terms of reference** referenced above which have already been signed by the Commission.

Please retain one original and return the two others, **duly signed and dated by the person authorised to represent your organisation**, to the following address:

Att. Mr. D. D'AMICO
Head of Unit DEVCO B06
(Finance, Contracts, Audit)
Office: L-41 03/110
Directorate-General for International Cooperation and Development
European Commission
B-1049 Brussels (Belgium)

The 2 originals have to be sent back to Mr. D'Amico not later than 7 days from the date of this letter, by registered mail or private courier service.

May I also draw your attention to the fact that, in case of any modification to the text of the contract or its annexes, the Commission will no longer be in a position to accept the said contract.

Yours sincerely,


Jean-Louis VILLE

GRANT CONTRACT
- EXTERNAL ACTIONS OF THE EUROPEAN UNION -
CSO-LA/2017/388-115
(the 'Contract')

The European Union, represented by the European Commission,
(the 'Contracting Authority')

of the one part,

and
COMUNE DI LAMPEDUSA E LINOSA
VIA CAMERONI SN
92010 LAMPEDUSA E LINOSA AG
ITALY
VAT N°: IT02146780842

hereinafter the "Coordinator"

and

STADTGEMEINDE TRAIKIRCHEN
Registration N° :30639
HAUPTPLATZ 13
2514 TRAIKIRCHEN
AUSTRIA
VAT ° :ATU16216100

MARKTGEMEINDE STRASS IN STEIERMARK
Registration N° :61058
MARKTGEMEINDE STRASS IN STEIERMARK
HAUPTSTRASSE 61
8472 STRASS IN STEIERMARK
AUSTRIA

SIKLOS NAGYFALU ONKORMANYZAT

Registration N° :334132

KOSSUTH U 8/A

7823 SIKLOS NAGYFALU

HUNGARY

VAT ° :HU15334132

SUDWIND VEREIN FUR ENTWICKLUNGSPOLITIK UND GLOBALE GERECHTIGKEIT
VEREIN

Registration N° :828389373

L'AUDONGASSE 40

1080 WIEN

AUSTRIA

AMREF HEALTH AFRICA ONLUS

ASSOCIAZIONE

Registration N° :CF97056980580

VIA ALBERICO II 4

00193 ROMA

ITALY

VAT ° :IT05471171008

ASSOCIAZIONE AFRICA E MEDITERRANEO

ASSOCIAZIONE

Registration N° :CF91221260374

VIA SARAGOZZA 191

40100 BOLOGNA

ITALY

PROVINCIA AUTONOMA DI BOLZANO

PIAZZA SILVIUS MAGNAGO 1

39100 BOLZANO

ITALY

VAT ° :IT00390090215

DIMOS RODOU
ELEFHERIAS SQ 1
85131 RHODOS
GREECE
VAT ° :EL997561152

EINE WELT NETZWERK THURINGEN EV (EWNT)
EINGETRAGENER VEREIN
Registration N° :VR231204
KOCHSTR. 1A
07745 JENA
GERMANY

OBCINA CRNOMELJ
Registration N° :5880254000
TREJ SVOBODE 3
8340 CRNOMELJ
SLOVENIA
VAT ° :SI83111697

PUGLIA
VIA GENTILE 52
70126 BARI
ITALY
VAT ° :IT01105250722

CABILDO INSULAR DE TENERIFE
Registration N° :003380110
AVENIDA JOSE ANTONIO 2
98003 SANTA CRUZ DE TENERIFE
SPAIN
VAT ° :ESP3800001D

CROMO KOZHASZNU ALAPITVANY
ALAPITVANYOK
Registration N° :608252002
FEHERVARI UT 83
1119 BUDAPEST HUNGARY

VAT ° :HU18178584
FUNDACION AMREF SALUD AFRICA
FUNDACION
Registration N° :281071
CALLE DUQUE DE SESTO, NUMERO 7, 1 A
28009 MADRID
SPAIN
VAT ° :ESG07780216

KOPERAZZIONI INTERNAZZJONALI - MALTA (KOPIN) ASSOCIATION
ASSOCIATION
Registration N° :VO0200
NAXXAR ROAD 195 HELEN FLATS 2
SGN 9029 SAN GWANN
MALTA

KUNSILL LOKALI MARSA
PONT SAN TUMAS
2234 MARSA
MALTA

MESTNA OBCINA MARIBOR
Registration N° :5883369000
ULICA HEROJA STANETA 1
2000 MARIBOR
SLOVENIA
VAT ° :SI12709590

MUNICIPIUL CONSTANTA
BLD TOMIS 51
900725 CONSTANTA
ROMANIA

UDRUZENJE AGENCIJA LOKALNE DEMOKRATIJE IZ MOSTARA
UDRUZENJA GRADJANA
Registration N° :R28605
FRA AMBRE MILETICA 30
88000 MOSTAR
BOSNIA AND HERZEGOVINA

DIMOS AGIOS ATHANASIOS
42 STRAVRAETOU TOU MACHERA
4104 AGIOS ATHANASIOS
CYPRUS
VAT ° :CY90000236M

BALKANSKI INSTITUT PO TRUDA I SOCIALNATA POLITIKA ASSOCIATION
SDRUZHENIE
Registration N° :130611906
TSARIGRADSKO SHOSSE BLVD AP 31
FL1 ENTR 3 BL 22
1113 SOFIA
BULGARIA
VAT ° :BG130611906

OBSHTINA BURGAS
Registration N° :000056814
UL. ALEKSANDROVSKA 26
8000 BURGAS
BULGARIA
VAT ° :BG000056814

COMUNE DI PESARO
Registration N° :91966
PIAZZA DEL POPOLO 1
61121 PESARO
ITALY
VAT ° :IT00272430414

COMMUNE DE GRANDE SYNTHE
PLACE FRANCOIS MITTERAND
59760 GRANDE SYNTHE
FRANCE

INSAMLINGSSTIFTELSEN HARALD EDELSTAM
STIFTELSE

Registration N° :8024261102

PO BOX 24019

104 50 STOCKHOLM

SWEDEN

ISCOMET-INSTITUT ZA ETNICNE IN REGIONALNE STUDIJE ZAVOD
ZAVOD

Registration N° :1122622000

PUPINOVA ULICA 6

2000 MARIBOR

SLOVENIA

ASOCIATIA NOVAPOLIS - CENTRUL DE ANALIZE SI INITIATIVE PENTRU DEZVOLTARE
ASOCIATIE

Registration N° :1715022012

SOS PANTELIMON NR. 239, BL. 62, SC. A, ET. 1, AP. 2

021606 BUCURESTI

ROMANIA

VOREIO AIGAI0

77 P. Kountourioti St

81100 Mytilini

Greece

Of the other part,

(the parties)

Have agreed as follows:

Special conditions

Article 1 — Purpose

- 1.1 The purpose of this Contract is the award of a grant by the Contracting Authority to finance the implementation of the action entitled: **Snapshots from the borders 'Small towns facing the global challenges of Agenda 2030** (the 'Action'), described in Annex I.
- 1.2 The Beneficiary(ies) shall be awarded the grant on the terms and conditions set out in this Contract, which consists of these special conditions (the 'Special Conditions') and the annexes, which the Beneficiary(ies) hereby declares it has noted and accepted.
- 1.3 The Beneficiary(ies) accepts the grant and undertakes to be responsible for carrying out the Action.

Article 2 — Implementation period of the Action

- 2.1 This Contract shall enter into force on the date when the second of the two Parties signs.
- 2.2 Implementation of the Action shall begin on:
the day following that on which the second of the two Parties signs.
- 2.3 The implementation period of the Action, as laid down in Annex I, is 36 months.
- 2.4 The execution period of this Contract shall end when the payment of the balance is made by the Contracting Authority and, in any event, at the latest 18 months after the end of the implementation period as stipulated in Article 2.3 unless postponed in accordance with Article 12.5 of Annex II.

Article 3 — Financing the Action¹

- 3.1 The total eligible cost is estimated at 5,352,358.28 EUR, as set out in Annex III.
- 3.2 The Contracting Authority undertakes to finance a maximum amount of 4,796,783.49 EUR. The grant is further limited to 89.62% of the estimated total eligible cost of the Action specified in paragraph 1. The final amount of the Contracting Authority's contribution shall be determined in accordance with Articles 14 and 17 of Annex II.
- 3.3 Pursuant to Article 14.7 of Annex II, 7% of the final amount of direct eligible costs of the Action established in accordance with Articles 14 and 17 of Annex II, may be claimed as indirect costs.

Article 4 — Reporting and payment arrangements

4.1 Payments shall be made in accordance with Article 15 of Annex II option no. 3 as set out in Article 15.1

Initial pre-financing payment:	1,594,190.38 EUR
Further pre-financing payments(s):	2,722,914.76 EUR
(subject to the provisions of Annex II)	
Balance of the final amount of the grant:	479,678.35 EUR

Article 5 — Contact addresses

5.1 Any communication relating to this Contract shall be in writing, state the number and title of the Action and be sent to the following addresses:

For the Contracting Authority Payment requests and attached reports, including requests for changes to bank account arrangements should be sent to:

European Commission.

Directorate-General for Development and Cooperation — EuropeAid

For the attention of Finance and Contracts - B 06

B-1049 Brussels

Belgium

Copies of the documents referred to above, and correspondence of any other nature, shall be sent to:

European Commission

Directorate-General for International Cooperation and Development – EuropaAid

Gender Equality, Human Rights and Democratic Governance - B 01

B-1049 Brussels

Belgium

For the Coordinator

COMUNE DI LAMPEDUSA E LINOSA
VIA CAMERONI SN
92010 LAMPEDUSA E LINOSA AG
ITALY

suboi? II

- 5.2 The expenditure verification(s) referred to in Article 15.7 of Annex II will be carried out by an approved auditor which is still to be determined.

Article 6 — Annexes

- 6.1 The following documents are annexed to these Special Conditions and form an integral part of the Contract:

- Annex I: Description of the Action (including the Logical Framework of the Project and the Concept Note)
- Annex II: General Conditions applicable to European Union-financed grant contracts for External Actions
- Annex III: Budget for the Action
- Annex IV: Procurement rules for Beneficiary(ies)
- Annex V: Standard request for payment and financial identification form
- Annex VI: Model narrative and financial report
- Annex VII: Terms of reference for an expenditure verification of a European Union financed grant contract for external actions and model report of factual findings
- Annex VIII: Standard template for Transfer of Asset Ownership

- 6.2 In the event of a conflict between the provisions of the present Special Conditions and any Annex thereto, the Special Conditions shall take precedence. In the event of a conflict between the provisions of Annex II and those of the other annexes, those of Annex II shall take precedence.

Done in English in three originals, two originals being for the European Commission, and one original being for the the Beneficiary.

For the Beneficiary

Name **Il Sindaco (MAYOR)**
Dott. Salvatore Martello

Title

Signature 

Date **21-10-2017**



For the Contracting Authority

Name **Jean-Louis VILLE**
Chief Clerk

Title

Signature 

Date **06/10/2017**



COMUNE DI LAMPEDUSA E LINOSA

Medaglia d'oro al merito civile

Provincia di Agrigento

Via V.Emanuele, n. 33
92010 Lampedusa (AG)
Codice Fiscale: 80004280840 – P.Iva: 02146780842

Tel. + 39 0922 97 59 11/97 59 30
Fax + 39 0922 97 00 27

**General Agreement of Partnership
between Municipality of Lampedusa and Linosa and
MUNICIPIU RESEDINTA DE JUDET CONSTANTA**

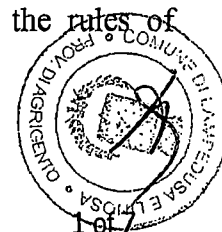
**PROJECT: “Snapshots from the borders –
Small towns facing the global challenges of Agenda 2030”
CSO-LA/2017/388-115
Project co-financed by the European Commission - EuropeAid
Reference: EuropeAid/ 151103 /DH /ACT /Multi.**

Recognizing that:

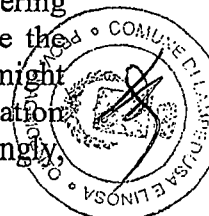
- 1) Municipality of Lampedusa and Linosa is the organization in charge for the coordination of the project, “Snapshots from the borders - Small towns facing the global challenges of Agenda 2030” and is the only contractual Partner to the EC.
- 2) MUNICIPIU RESEDINTA DE JUDET CONSTANTA is one of the PARTNERS of the project.
- 3) The activities previewed in the project shall be carried out over a term of 36 months, beginning on the 22nd October 2017, according to the modalities agreed in the project document (Annex I – Description of the Action).
- 4) The language used for every official communication is English.

The two parties agree on the following:

- 5) Both parties state to be aware of the General and Special Conditions and all the other rules and regulations governing the contract CSO-LA/2017/388-115 including all its annexes and commit themselves to abide by them.
- 6) The present agreement is valid for the project duration of 36 months, it's validity regarding the reporting and the funding extends till the final settlement of reporting with the EC and with MUNICIPIU RESEDINTA DE JUDET CONSTANTA shown by transfer of the last installment after the end of the project from Municipality of Lampedusa and Linosa to MUNICIPIU RESEDINTA DE JUDET CONSTANTA.
- 7) MUNICIPIU RESEDINTA DE JUDET CONSTANTA will implement the activities in line with the project proposal under the close supervision and guidance by the Project Coordination.
- 8) MUNICIPIU RESEDINTA DE JUDET CONSTANTA agrees to stick to the rules of procedure, guidelines and decisions or participates to refine those in question.



- 9) MUNICIPIU RESEDINTA DE JUDET CONSTANTA guarantees that all the needed resources to execute the national activities and the ongoing development of the project on the international level are being reserved for the project. Country level Steering Committees composed of representatives of the national co-applicants shall be set up to facilitate a clear articulation of roles and responsibilities of each co-applicant and ensure coordination and monitoring of the Project at the country level. ASOCIATIA NOVAPOLIS - CENTRUL DE ANALIZE SI INITIATIVE PENTRU will be responsible for "National Coordination" of all the country activities of the project and thereby also be the first point of contact on national level for municipality of Lampedusa e Linosa regarding project coordination. The National Coordinating Partner is responsible to coordinate national redistribution of budget between national partners and communicate it accordingly to Municipality of Lampedusa e Linosa.
- 10) The National Coordinating partner is also responsible for a consistent narrative reporting of the national activities by coordinating the reports of national partners. Also the national coordinating partner assists in financial reporting of national partners.
- 11) MUNICIPIU RESEDINTA DE JUDET CONSTANTA will recruit and employ all the staff according to the local laws and the MUNICIPIU RESEDINTA DE JUDET CONSTANTA recruitment policy and will provide to Municipality of Lampedusa and Linosa all the documents required in Annex VII – Terms of Reference for an Expenditure Verification, taking into strict consideration the project's budgetary limits; MUNICIPIU RESEDINTA DE JUDET CONSTANTA will train such staff in accordance with MUNICIPIU RESEDINTA DE JUDET CONSTANTA standards and the aims and objectives of the project.
- 12) Concerning the project's management, MUNICIPIU RESEDINTA DE JUDET CONSTANTA will communicate to Municipality of Lampedusa and Linosa within 2 weeks who will have the task to cooperate with project coordination and project administration. Any change in these contact persons (or Legal Representatives or address) has to be timely communicated to Municipality of Lampedusa and Linosa in writing.
- 13) MUNICIPIU RESEDINTA DE JUDET CONSTANTA quota for the cost of the project is 60.429,20 EUR [as detailed in MUNICIPIU RESEDINTA DE JUDET CONSTANTA _budget.xlsx] whose EC (European Commission) quota corresponds to the 89,62% of the budget amounting to 54.156,65 EUR and the remaining 6.272,55 EUR represents the co-financing quota of 10,38% of the budget. The administrative expenses (indirect costs) that Municipality of Lampedusa and Linosa will refund to MUNICIPIU RESEDINTA DE JUDET CONSTANTA during the 3 years of the project are equal to 4% of the direct cost occurred.
- 14) MUNICIPIU RESEDINTA DE JUDET CONSTANTA quota for the cost for the first year of the project is 28.942,54 EUR [MUNICIPIU RESEDINTA DE JUDET CONSTANTA EU-funding quota (constitutes 89,62% of the budget): 25.938,31 EUR; MUNICIPIU RESEDINTA DE JUDET CONSTANTA co-funding quota (constitutes 10,38% of the budget): 3.004,24].
- 15) The action plan, along with the roles of each partner involved and the budgets of the activities of the second and third year, will be discussed and evaluated during the Steering Committee as the financial report of the first year will be submitted to EC. In case the discussion and evaluation of the performance and accomplishment of the activities might lead to a revision of the activities conducted by the PARTNER, also the budget allocation for the MUNICIPIU RESEDINTA DE JUDET CONSTANTA will be revised accordingly, thus leading to an amendment of the costs mentioned in the article 12.



- 16) Through these financial resources MUNICIPIU RESEDINTA DE JUDET CONSTANTA must carry out the activities stated in the project's document (Annex I – Description of the Action). The incurred expenses have to conform to the budget approved by the European Commission.
- 17) MUNICIPIU RESEDINTA DE JUDET CONSTANTA holds complete legal responsibility for what concerns the general management and the reporting of the funds assigned to it.
- 18) MUNICIPIU RESEDINTA DE JUDET CONSTANTA will inform promptly Municipality of Lampedusa and Linosa of any major or unforeseen developments that substantially alters the aims and objectives of the project. It is the obligation of MUNICIPIU RESEDINTA DE JUDET CONSTANTA to seek Municipality of Lampedusa and Linosa approval in writing for any significant changes to the project implementation or budget or changes in the reporting and payment schedule. A revised budget and work plan should be provided where appropriate and will be implemented after EC acceptance.
- 19) If Municipality of Lampedusa and Linosa has grounds to believe that the funds are being used fraudulently, Municipality of Lampedusa and Linosa reserves the right to take measures to suspend the funding and, where appropriate terminate this agreement.
- 20) MUNICIPIU RESEDINTA DE JUDET CONSTANTA will notify in due time Municipality of Lampedusa and Linosa of any activity related to awareness raising, workshops, key strategic meetings or public meetings, or any other events that may be of interest of Municipality of Lampedusa and Linosa and its donors and/or the project.
- 21) MUNICIPIU RESEDINTA DE JUDET CONSTANTA will facilitate any monitoring or auditing mission, both from Municipality of Lampedusa and Linosa and from the European Commission or their contractors. National coordination in this case is conducted as established in Article 9 of the present agreement.
- 22) In case there are more than one organizations in one country involved in the project implementation they have to inform each other in advance and in time about applications and agreements in order to avoid conflicts of interest.
- 23) MUNICIPIU RESEDINTA DE JUDET CONSTANTA will need to clearly indicate the support of the European Commission and Municipality of Lampedusa and Linosa with the relevant logos, including the logo of the project and the EU-Logo and disclaimer, in all publications, documents, activities and any other visibility and communication actions regarding the project, in line with the Communication and Visibility manual for European Union external actions.

Financial and narrative reporting:

- 24) MUNICIPIU RESEDINTA DE JUDET CONSTANTA will provide all financial and narrative reporting according to EC guidelines and forms (Annex VI) and assist Project Coordination in the production of overall narrative and financial reports as outlined in this agreement. The narrative report and financial report and forecast budget have to be carried out according the management rules laid down by the European Commission with special reference to General Conditions applicable to European Community-financed Grant Contracts for External Actions.



- 25) To ensure an efficient coordination of the project on 21/05/2018, 21/11/2018, and with the same timing for the following years, MUNICIPIU RESEDINTA DE JUDET CONSTANTA must send to Municipality of Lampedusa and Linosa the financial report referred to the previous 6 months, with updated expenditures sheet inside "MUNICIPIU RESEDINTA DE JUDET CONSTANTA _ budget.xlsx" budget file (attached to this Agreement – Annex IX).
- 26) Along with the financial report, MUNICIPIU RESEDINTA DE JUDET CONSTANTA must upload in the project online archive the true and faithful scanned copies of the original documents related to the occurred expenses (invoices, vouchers, receipts, tickets, boarding cards, bank statement, contracts and supply for procurement and so on; please look at Annex II – General Conditions Article 16)). The copies have to be numbered coherently with the budget lines previewed in the project. Each expense must be described in English with an "Expense Voucher", including the date of the expense, the name of the supplier/contractor, a detailed description of relevant information and the total amount of the expense. The "Expense Voucher" must also clearly indicate the Project title and the code of the budget line to which the expense is charged.
- 27) With each financial report MUNICIPIU RESEDINTA DE JUDET CONSTANTA will fulfil a living log frame provided by Municipality of Lampedusa and Linosa concerning the status of the activities and will send it to Municipality of Lampedusa and Linosa.
- 28) All the original financial documents (contracts, bank documents, procurement documents) and the proofs of expenditure will be in line with the rules, regulations and general conditions set by the donor (Annex II – General Conditions) and properly filed by the MUNICIPIU RESEDINTA DE JUDET CONSTANTA within the framework of the local legislation, and made available to Municipality of Lampedusa and Linosa *Responsible for prevention and corruption* as well as made available to any auditors commissioned by Municipality of Lampedusa and Linosa or the EC upon request in the forms that the local legislation allows. Documents have to be stored at least 10 years after the end of the project.
- 29) Currency rules: currency exchange losses are non-eligible costs
- 30) MUNICIPIU RESEDINTA DE JUDET CONSTANTA must communicate at least one month before the second semester report if it does not spend at least the 70% of its budget pertaining to that current year.
- 31) With the final yearly financial report (2nd semester report), MUNICIPIU RESEDINTA DE JUDET CONSTANTA must send to Municipality of Lampedusa and Linosa also a yearly narrative report clarifying both the state of the activities (see Annex VI – Model financial and narrative report) and the expected results.

1 ST SEMESTER REPORT	21/05/2018 (and for every following year)	Deadline to provide the updated expenditures sheet inside MUNICIPIU RESEDINTA DE JUDET CONSTANTA budget file [Annex IX - MUNICIPIU RESEDINTA DE JUDET CONSTANTA _ budget.xlsx] referring to the first semester, plus the scanned copies of the originals of the occurred expenses during the first 6 months of the project as reported in the MUNICIPIU RESEDINTA DE JUDET CONSTANTA budget file plus the updated living log frame regarding the status of the activities and sources of indicators.
2 nd SEMESTER REPORT	21/11/2018 (and for every	Deadline to provide the updated expenditures sheet inside MUNICIPIU RESEDINTA DE JUDET

	following year)	CONSTANTAnational budget [Annex IX - PARTNER_budget.xlsx] referring to the 2 nd semester, plus the scanned copies of the originals of the occurred expenses as reported in the MUNICIPIU RESEDINTA DE JUDET CONSTANTA budget file and forecast for the following year, plus the interim narrative report of the activities, plus an update of the living log frame regarding the status of the activities and sources of indicators plus the Declarations required (as described in Annex VI – Model financial and narrative report) and 3 copies of the produced materials realized for the project.
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The same scheme and calendar will be used in the following project years. Any changes will be discussed at the first project meeting every year.

Transfer of EC contribution:

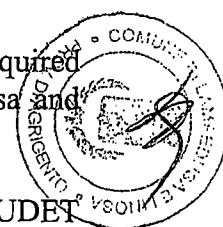
- 32) To distribute the EC pre-financing installments between the project Partners, Municipality of Lampedusa and Linosa will adopt the same criteria used by the EC itself to determine the amount of the installments.

The 10,00 % of the EC co-financing quota will be paid after the end of the project. In the first project year, the share of the EC installment due to MUNICIPIU RESEDINTA DE JUDET CONSTANTA is 100% of MUNICIPIU RESEDINTA DE JUDET CONSTANTA forecast budget for the first 12 months of implementation financed by the Contracting Authority (89,62% of first year budget). The remaining amount of the EC co-financing will be divided into two, which will then be the forecast EC co-financing quota for year 2 and year 3.

The following criteria will be adopted for the transfer of the pre-financing quota:

- The quota of EC contribution which refers to each project year will be transferred to MUNICIPIU RESEDINTA DE JUDET CONSTANTA in two tranches.
- The first tranche of 60% of each project year of EC contribution will be paid to MUNICIPIU RESEDINTA DE JUDET CONSTANTA after Municipality of Lampedusa and Linosa has received the money from the EU.
- The second tranche of each project year will be paid 1 month after submission of the 1st financial report and if this report shows that MUNICIPIU RESEDINTA DE JUDET CONSTANTA has already spent 60% or more of its budget for that project year. However the second tranche will be transferred to MUNICIPIU RESEDINTA DE JUDET CONSTANTA as soon as the 60% or more of its budget for that project year has been spent, after the updating of the expenditures file.
- After the transfer of any tranche, MUNICIPIU RESEDINTA DE JUDET CONSTANTA has the duty to fulfill, sign and send a declaration that states the amount has been received, to ensure Municipality of Lampedusa and Linosa about the good end of the transaction.
- If due, the final payment will be transferred to MUNICIPIU RESEDINTA DE JUDET CONSTANTA after that Municipality of Lampedusa and Linosa has received the final installment from the EU.
- In any case, MUNICIPIU RESEDINTA DE JUDET CONSTANTA will be required to return any unspent or undocumented funds to Municipality of Lampedusa and Linosa at the end of the project.

- 33) The transfer of installments is subjected to MUNICIPIU RESEDINTA DE JUDET CONSTANTA fully respecting this agreement, and carrying out all of the agreed activities



within the given timeframe unless otherwise agreed in the PARTNERship. Municipality of Lampedusa and Linosa reserves the right either to suspend or interrupt the transfer of funds and requests to return any unspent funds with immediate effect if there is evidence that:

- unsatisfactory accounts and invoices are submitted;
- funds are used for any activity other than activities under this funding agreement and listed in the project proposal submitted to the European Commission;
- there is violation of any rule governing the contract CSO-LA/2017/388-115 or any provision of this Agreement or its annexes.

- 34) If all or some expenses made by MUNICIPIU RESEDINTA DE JUDET CONSTANTA should not be retained admissible from the European Commission during any audit (before the closing of the project or even after the project has been closed and reported), the EC funding quota that is not retained admissible (and that is not acknowledged or requested back) has to be returned by MUNICIPIU RESEDINTA DE JUDET CONSTANTA to Municipality of Lampedusa and Linosa.
- 35) Municipality of Lampedusa and Linosa will credit the funds agreed above to the bank account indicated below:¹

Account holder: MUNICIPIU RESEDINTA DE JUDET CONSTANTA Bank's Name: BANCA COMERCIALA ROMANA S.A. Bank's Address: Regina Elisabeta Street, no. 5, Sector 3, Bucharest, cod 030016 IBAN: RO47RNCB0114032049740021 BIC/SWIFT:: RNCB RO B

Co- Financing

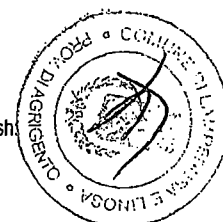
- 36) has to look for co-financing of 10,38% of the budget.
- 37) Contributions in kind are not acceptable for co-financing.

Managing disputes and termination of the funding agreement

- 38) If Municipality of Lampedusa and Linosa has grounds to believe that the funds are being used fraudulently, Municipality of Lampedusa and Linosa reserves the right to inform the donor and take measures to suspend the funding and, where appropriate, to appoint an independent audit and take appropriate actions based on the auditor's report. This may include termination of this agreement and/or legal action to recover sums already paid.
- 39) In the event of a dispute between Municipality of Lampedusa and Linosa and MUNICIPIU RESEDINTA DE JUDET CONSTANTA relating to the interpretation or implementation of this Agreement, both parties will try to reach an agreement amicably and in good faith. Should this fail, an independent mediator will be appointed by both parties jointly to help resolving the dispute.
- 40) This Agreement is governed by Italian law. Although not expressly provided, the rules on contracts and obligations provided for in the Civil Code and related laws shall apply to this Agreement.

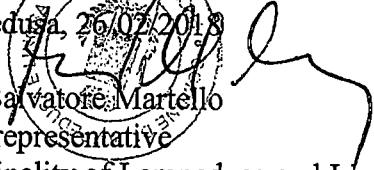
¹ http://ec.europa.eu/europeaid/work/procedures/financial-management-toolkit_en.htm
NB Please consider that, even if the use of a dedicated bank account is not mandatory, it is a more effective way of managing the project's cash:


- ▶ it allows the funds to be traced clearly from their source to their use;
- ▶ it makes checks and reconciliation easier;
- ▶ it minimises the risk that funds intended to finance the project may be used to finance other activities;
- ▶ it helps to minimise the risk of double financing;
- ▶ if the Contractual Conditions stipulate contributions from several parties (co-financing), it helps to show that all the parties have made the financial contribution stipulated and that these contributions have been used for the project.



- 41) Any not-solved dispute arising from this agreement is subject to the jurisdiction of the ordinary courts and to the exclusive jurisdiction of the Italian Court of Agrigento
- 42) If MUNICIPIU RESEDINTA DE JUDET CONSTANTA has grounds to believe that Municipality of Lampedusa and Linosa is failing to fulfil its obligations, it will convey this to the Municipality of Lampedusa and Linosa *Responsible for prevention and corruption*, who will investigate the case and take all necessary actions.
- 43) Subject to earlier termination in accordance with the above, this funding agreement will be terminated once a satisfactory final report will be submitted and the balance of the agreed contribution will be granted by the European Commission. MUNICIPIU RESEDINTA DE JUDET CONSTANTA will be notified when the balance will be paid and the funding agreement terminated.
- 44) The following Annexes are integral part of the present agreement:
- Annex I – Description of the Action (including Contract with Europaid /Special Conditions and Logical Framework)
 - Annex II – General Conditions
 - Annex III – Budget for the Action
 - Annex IV – Procurement rules
 - Annex V – Standard Request for Payment and Financial Identification Form
 - Annex VI – Model Narrative and Financial Report
 - Annex VII – Terms of Reference for an Expenditure Verification
 - Annex VIII – Standard Template for Transfer of Asset Ownership
 - Annex IX – MUNICIPIU RESEDINTA DE JUDET CONSTANTA_budget.xlsx.

The present agreement is signed in two identical copies. Any changes to this contract have to be in writing.

Lampedusa, 26/02/2018

 Dott. Salvatore Martello
 Legal representative
 Municipality of Lampedusa and Linosa



 Legal representative
 MUNICIPIU RESEDINTA DE
 JUDET CONSTANTA

