ROMÂNIA
JUDEŢUL CLUJ
MUNICIPIUL TURDA
CONSILIUL LOCAL

H O T Ă R Â R E A NR. 249

din data de 22.12.2020

privind aprobarea proiectului „Energy performance and indoor comfort significant increase in Turda public schools" şi a cheltuielilor legate de proiect

Consiliul Local al Municipiului Turda întrunit în şedinţa ordinară din data de 22.12.2020;

Luând în dezbatere ***proiectul de hotărâre***, iniţiat de primarul municipiului Turda, domnul Cristian Octavian Matei, cu privire la aprobarea proiectului "Energy performance and indoor comfort significant increase in Turda public schools" şi a cheltuielilor legate de proiect;

Având în vedere referatul de aprobare a d-lui primar Cristian-Octavian Matei şi *raportul de specialitate* al Serviciului Finanţări Externe şi Relaţii Internaţionale, înregistrat cu nr. 25645/17.12.2020.

Ținând cont de *avizul* comisiei de specialitate a Consiliului Local al municipiului Turda, nr. 1 - pentru *buget-finanțe, prognoze economice şi investiţii*;

Având în vedere prevederile art. 129, alin. 2, lit. b, alin. 4, lit. d; art. 139, alin. 1 din OUG nr. 57/2019 privind Codul administrativ, precum şi ale Regulamentului de organizare şi funcţionare al Consiliului Local al municipiului Turda,

H O T Ă R Ă Ş T E:

Art. 1. Se aprobă proiectul „Energy performance and indoor comfort significant increase in Turda public schools" în vederea finanţării acestuia de către Granturile Norvegiene şi SEE (EEA and Norway Grants) prin Programul Innovation Norway, proiect cu referinţa 2020/515836.

Art. 2. Se aprobă valoarea totală a proiectului "Energy performance and indoor comfort significant increase in Turda public schools", în cuantum de 1.726.234 Euro (inclusiv TVA).

Art. 3. Se aprobă contribuţia proprie în proiect a Municipiului Turda, reprezentând achitarea tuturor cheltuielilor neeligibile ale proiectului, cât şi contribuţia de 22,37% din valoarea eligibilă a proiectului, în cuantum de 386.234 Euro (inclusiv TVA), reprezentând cofinanţarea proiectului "Energy performance and indoor comfort significant increase in Turda public schools".

Art. 4. Sumele reprezentând cheltuieli conexe ce pot apărea pe durata implementării proiectului "Energy performance and indoor comfort significant increase in Turda public schools" pentru implementarea proiectului în condiţii optime, se vor asigura din bugetul local al Municipiului Turda.

Art. 5. Pentru buna implementare a proiectului, Municipiul Turda se va asigura de punerea la dispoziție a resurselor financiare necesare implementării proiectului în condițiile rambursării/ decontării ulterioare a cheltuielilor din finanțarea nerambursabilă.

Art. 6. În conformitate cu prevederile Legii nr. 227/2015 privind Codul fiscal, cu modificările și completările ulterioare, Municipiul Turda, pentru achizițiile din cadrul proiectului, TVA este nedeductibilă.

Art. 7. Se împuterniceşte domnul Matei Cristian-Octavian, Primarul Municipiului Turda, să semneze toate actele necesare şi contractul de finanţare în numele Municipiului Turda.

Art. 8. Prezenta hotărâre se comunică prin intermediul Secretarului general al municipiului Turda, în termenul prevăzut de lege, Primarului municipiului Turda, Instituției Prefectului Județului Cluj, precum și Direcției Economice și Serviciului Finanțări Externe și Relații Internaționale în vederea ducerii la îndeplinire și se aduce la cunoștința publică prin afișare la sediul Consiliului Local Turda și postare pe pagina de internet www.primariaturda.ro .

PREŞEDINTE DE SEDINŢĂ,
Năstase Paul

CONTRASEMNEAZĂ
SECRETARUL GENERAL
al municipiului TURDA,
Jr. Mărginean Elena Mihaela

VOTURI: pentru 12
împotrivă -
abţineri -
Numărul total al consilierilor în funcţie este 21.
Numărul consilierilor participanţi la vot este 12.

ROMÂNIA
JUDEŢUL CLUJ
MUNICIPIUL TURDA
PRIMĂRIA
Nr. 25645/17.12.2020

RAPORT DE SPECIALITATE

Municipiul Turda, în calitate de Promotor de proiect, a fost beneficiarul unui grant în valoare de 9800 de euro, în baza Contractului cu Nr. de referință 2019/106747, din partea Innovation Norway, prin EEA and Norway Grant 2014-2021, Small Grants Scheme 2 (SGS-2), pentru proiectul „Energy Audit on HVAC and lighting systems in several public buildings in Turda", în traducere „Creșterea semnificativă a performanței energetice și a confortului interior în școli publice din Turda". Proiectul a avut ca rezultat realizarea unui Raport de audit energetic care să ofere date cu privire la măsurătorile performanței energetice, cu trimitere exclusivă la sistemul de încălzire/ventilare/climatizare/apă caldă de consum (HVAC) și sistemul de iluminat, în trei clădiri publice din proprietatea Municipiului Turda, și anume:

1. Colegiul „Emil Negruțiu" Turda
2. Colegiul tehnic Turda
3. Liceul teoretic „Liviu Rebreanu".

Prin continuarea programului de către Innovation Norway, prin EEA and Norway Grant 2014-2021 se finanțează intervențiile efective, care să pună în aplicare concluziile proiectului anterior, prin care s-a realizat auditul celor trei clădiri publice. În acest sens Municipiul Turda, în calitate de Promotor de proiect, a depus în martie 2020 cererea de finanțare pentru proiectul „Energy performance and indoor comfort significant increase in Turda public schools", sub nr. de referință 2020/515836, cerere de finanțare care a parcurs etapele de evaluare și pentru care s-a primit Scrisoarea Ofertă de Grant (Grant Offer Letter), care confirmă admiterea la finanțare a proiectului în valoare totală de 1.726.234 Euro (inclusiv TVA), grantul urmând a fi în cuantum de 1.340.000 Euro (inclusiv TVA), adică 77,63 % din valoarea totală a proiectului. În aceste condiții, contribuția Municipiului Turda, asigurată din bugetul local, va fi de 386.234 Euro (inclusiv TVA), adică 22,37%.

Anexăm prezentului raport de specialitate documente suport ale cererii de finanțare, care să ofere o imagine mai clară asupra proiectului, precum si Grant Offer Letter aferenta proiectului.

Având în vedere faptul că proiectul este în faza de contractare și una dintre anexele obligatorii la este Hotărârea Consiliului Local Turda de aprobare a proiectului și a cheltuielilor aferente, supunem spre aprobarea Consiliului Local al Municipiului Turda proiectul de hotarare privind aprobarea proiectului "Energy performance and indoor comfort significant increase in Turda public schools" și a cheltuielilor legate de proiect.

Intocmit,
Codruța Bungărdean
Șef S.F.E.R.I.,

AVIZAT SAPL

ROMÂNIA
JUDEŢUL CLUJ
MUNICIPIUL TURDA
PRIMĂRIA

Referat de aprobare

Având în vedere prevederile OUG 57/2019, privind Codul administrativ, prin care Consiliul local exercită atribuţii privind dezvoltarea economico-socială a municipiului;

Punând în practică rolul autorităţilor locale de sprijinire a dezvoltării regionale prin aplicarea iniţiativelor de dezvoltare locală în conformitate cu documentele strategice de dezvoltare a Municipiului Turda și creștere a calității vieții la nivel local;

Având în vedere obligațiile contractuale privind implementarea proiectului „Energy performance and indoor comfort significant increase in Turda public schools" ce beneficiază de finanțare nerambursabilă din partea EEA and Norway Grant 2014-2021, prin Programul Innovation Norway;

Supun aprobării dvs. proiectul de hotărâre privind aprobarea proiectului "Energy performance and indoor comfort significant increase in Turda public schools" și a cheltuielilor legate de proiect.

PRIMAR

Cristian-Octavian MATEI

Project Promoter [1]: **Turda Municipality**

Programme name: **Energy Programme in Romania - Energy Efficiency Call**

1st Project Partner **N/A**

2nd Project Partner: **N/A**

Project name: **Energy performance and indoor comfort significant increase in Turda public schools**

Iceland Liechtenstein Norway grants

Innovation Norway

Project number [2]: **2020/515836**

Budget modification [3]: **YES**

Recapitulation of expenses from Project Application / Contract [4]

Total expenses:	Grant:	Grant %:
1,859,544.79	**1,580,613.07**	**85.0000%**

Recapitulation of expenses from latest Project Modification [4]

Total expenses:	Grant:	Grant %:
1,783,488.02	**1,515,964.81**	**85.0000%**

ELIGIBLE EXPENSES IN EURO

Activity 1. External Consultancy for SMEs	Eligible expenses in the Project Application / Project Contract [4]							Eligible expenses in the latest Project Modification [6]						
Short description [5]	Unit type	No of units	Unit cost	Expenses	Covered by promoter&partner	Grant	Grant %	Unit type	No of units	Unit cost	Expenses	Covered by promoter&partner	Grant	Grant %
N/A														
Total Expenses Activity 1.														

Activity 2. Research, Development and Innovation	Eligible expenses in the Project Application / Project Contract [4]							Eligible expenses in the latest Project Modification [6]						
Short description 5	Unit type	No of units	Unit cost	Expenses	Covered by promoter&partner	Grant	Grant %	Unit type	No of units	Unit cost	Expenses	Covered by promoter&partner	Grant	Grant %
N/A														
Total Expenses Activity 2.														

Activity 3. Investments	Eligible expenses in the Project Application / Project Contract [4]							Eligible expenses in the latest Project Modification [6]						
Short description [5]	Unit type	No of units	Unit cost	Expenses	Covered by promoter&partner	Grant	Grant %	Unit type	No of units	Unit cost	Expenses	Covered by promoter&partner	Grant	Grant %
Preliminary technical design - DALI stage at "Emil Negrutiu" College	pc.	1	12,618	12,617.81	1,892.67	10,725.14	85.0 %							
Preliminary technical design -DALI stage at "Liviu Rebreanu" Theoretical High-School	pc.	1	7,694	7,694.00	1,154.10	6,539.90	85.0 %							
Preliminary technical design -DALI stage at Turda Technical College	pc.	1	7,714	7,714.00	1,157.10	6,556.90	85.0 %							

BUGET - conform ultimei solicitări de clarificări
↳ investe a fi adaptat la valoare totală a contractului semnat. Operația Grant ✓

Building envelope partial retrofitting at "Emil Negrutiu" College for low performance windows	sqrm	8836	4.8	42,840	6,426	36,414	85.0 %	sqrm	8836	4.85	42,854.60	6,428.19	36,426.41	85.0 %
Mechanical system retrofitting at "Emil Negrutiu" College	sqrm	8836	46.6	412,070	61,810	350,259	85.0 %	sqrm	8836	46.64	412,111.04	61,816.66	350,294.38	85.0 %
Mechanical system retrofitting at "Liviu Rebreanu" Theoretical High-School	sqrm	2694	149.3	402,135	60,320	341,814	85.0 %	sqrm	2694	149.27	402,133.38	60,320.01	341,813.37	85.0 %
Mechanical system retrofitting at Turda Technical College	sqrm	2701	198.4	535,823	80,373	455,450	85.0 %	sqrm	2701	198.38	535,824.38	80,373.66	455,450.72	85.0 %
Electrical system retrofitting at "Emil Negrutiu" College	sqrm	8836	7.0	62,048	9,307	52,741	85.0 %	sqrm	8836	7.02	62,028.72	9,304.31	52,724.41	85.0 %
Electrical system retrofitting at "Liviu Rebreanu" Theoretical High-School	sqrm	2694	21.3	57,358	8,604	48,754	85.0 %	sqrm	2694	21.29	57,355.26	8,603.29	48,751.97	85.0 %
Electrical system retrofitting at Turda Technical College	sqrm	2701	39.3	106,180	15,927	90,253	85.0 %	sqrm	2701	39.31	106,176.31	15,926.45	90,249.86	85.0 %
Detailed technical design and project preparation at "Emil Negrutiu" College	pc.	1	18,927	18,927	2,839	16,088	85.0 %	pc.	1	18,926.71	18,926.71	2,839.01	16,087.71	85.0 %
Detailed technical design and project preparation at "Liviu Rebreanu" Theoretical High-School	pc.	1	11,541	11,541	1,731	9,810	85.0 %	pc.	1	11,541.10	11,541.10	1,731.16	9,809.93	85.0 %
Detailed technical design and project preparation at Turda Technical College	pc.	1	11,571.08	11,571	1,736	9,835	85.0 %	pc.	1	11,571.08	11,571.08	1,735.66	9,835.42	85.0 %
Energy Efficiency user trainings								pc.	6	50.00	300.00	45.00	255.00	85.0 %
Total Expenses Activity 3.				**1,688,518**	**253,278**	**1,435,240**	**85.0 %**				**1,660,822.58**	**249,123.39**	**1,411,699.19**	**85.0 %**

Activity 4. Training	**Eligible expenses in the Project Application / Project Contract [4]**							**Eligible expenses in the latest Project Modification [6]**						
Short description [5]	**Unit type**	**No of units**	**Unit cost**	**Expenses**	**Covered by promoter&partner**	**Grant**	**Grant %**	**Unit type**	**No of units**	**Unit cost**	**Expenses**	**Covered by promoter&partner**	**Grant**	**Grant %**
Energy Efficiency user trainings	pc.	6	50.0	300	45	255.00	85.0 %							
Total Expenses Activity 4.				**300.00**	**45.00**	**255.00**	**85.0 %**							

Activity 5. Aid for energy efficiency measures	**Eligible expenses in the Project Application / Project Contract [4]**							**Eligible expenses in the latest Project Modification [6]**						
Short description [5]	**Unit type**	**No of units**	**Unit cost**	**Expenses**	**Covered by promoter&partner**	**Grant**	**Grant %**	**Unit type**	**No of units**	**Unit cost**	**Expenses**	**Covered by promoter&partner**	**Grant**	**Grant %**
N/A														
Total Expenses Activity 5.														

Activity 6. Other	**Eligible expenses in the Project Application / Project Contract [4]**	**Eligible expenses in the latest Project Modification [6]**

Short description [5]	Unit type	No of units	Unit cost	Expenses	Covered by promoter&partner	Grant	Grant %	Unit type	No of units	Unit cost	Expenses	Covered by promoter&partner	Grant	Grant %
Unforeseen and hidden costs at "Emil Negrutiu" College	pc.	1	23,103	23,103	3,465	19,637	85.0 %	%	2%	9,241.10	9,241.10	1,386.17	7,854.94	85.0 %
Unforeseen and hidden costs at "Liviu Rebreanu" Theoretical High-school	pc.	1	23,936	23,936	3,590	20,346	85.0 %	%	2%	9,575.00	9,575.00	1,436.25	8,138.75	85.0 %
Unforeseen and hidden costs at Turda Technical College	pc.	1	33,064	33,064	4,960	28,105	85.0 %	%	2%	13,226.00	13,226.00	1,983.90	11,242.10	85.0 %
Total Expenses Activity 6.				**80,103**	**12,016**	**68,088**	**85.0 %**				**32,042.10**	**4,806.32**	**27,235.79**	**85.0 %**

PROJECT RELATED EXPENSES IN EUR, GRANT RATE AS CATEGORY

Management [6]	Eligible expenses in the Project Application / Project Contract [4]							Eligible expenses in the latest Project Modification [6]						
Short description [5]	Unit type	No of units	Unit cost	Expenses	Covered by promoter&partner	Grant	Grant %	Unit type	No of units	Unit cost	Expenses	Covered by promoter&partner	Grant	Grant %
Project management (project manager + technical supervisor + financial supervisor)	hours	4320	12	51,840	7,776	44,064	85.0 %	month	36	1,440.00	51,840.00	7,776.00	44,064.00	85.0 %
Engineering and supervision (dirigentie santier - Ro)	pc.	3	10,000	30,000	4,500	25,500	85.0 %	pc.	1	30,000.00	30,000.00	4,500.00	25,500.00	85.0 %
Financial audit	pc.	8	1,042	8,333	1,250	7,083	85.0 %	pc.	8	1,041.67	8,333.33	1,250.00	7,083.33	85.0 %
Press releases at local community level and at national level	pc.	3	150	450	68	383	85.0 %	pc.	3	150.00	450.00	67.50	382.50	85.0 %
Total Expenses Management				**90,623**	**13,594**	**77,030**	**85.0 %**				**90,623.33**	**13,593.50**	**77,029.83**	**85.0 %**

1) Only fields marked in yellow are to be filled in.
2) Project number (cell B9) is to be filled in on the later stage when the Project Contract is signed.
3) When applying for Project Modification choose YES in the drop down menu of cell H9. Otherwise select NO.
4) Figures in cells with white background are calculated automatically based on the data inserted in the form.
5) If any item in the budget is borne by the project partner(s) separate it from other costs and mark in the description (column A). For example, "Product development (partner cost)".
6) Enter only the eligible amount of expenses. This usually means costs without a VAT amount. If VAT is considered as eligible costs mark it in the description (column A). For example "Product development (with VAT)".
7) Normally, management and publicity costs are not eligible under the state aid categories relevant for our Programme. However, for projects under regional aid, management and publicity costs could be accepted, if they are capitalised in the balance sheet and include personnel costs. The grant rate for management and publicity costs depends on the state aid category these expenses could be allocated.

RECAPITULATION OF EXPENSES										
	Project Application / Contract				Latest Project Modification				Difference	
	Expenses	Paid by promoter / partner(s)	Grant	Grant %	Expenses	Paid by promoter / partner(s)	Grant	Grant %	Expenses	Grant
Activity 1.										
Activity 2.										
Activity 3.	1,688,518.05	253,277.71	1,435,240.34	85.0000%	1,660,822.58	249,123.39	1,411,699.19	85.0000%	-27,695.47	-4,154.32
Activity 4.	300.00	45.00	255.00	85.0000%					-300.00	-45.00
Activity 5.										
Activity 6.	80,103.41	12,015.51	68,087.90	85.0000%	32,042.10	4,806.32	27,235.79	85.0000%	-48,061.31	-7,209.20
Management	90,623.33	13,593.50	77,029.83	85.0000%	90,623.33	13,593.50	77,029.83	85.0000%		
Publicity										
TOTAL	**1,859,544.79**	**278,931.72**	**1,580,613.07**	**85.0000%**	**1,783,488.02**	**267,523.20**	**1,515,964.81**	**85.0000%**	**-76,056.78**	**-11,408.52**

I hereby certify that all the information in this document is accurate and complete.

NAME OF LEGAL REPRESENTATIVE: Cristian-Octavian MATEI

SIGNATURE: .....

DATE: 29.06.2020

Iceland Liechtenstein Norway grants | Norway grants

Expected outcomes of the implementation of the project

Please see Conversion Guidelines for Emissions

	Indicator	Indicator Definition / explanation Contains questions that may help you to better understand the indicator	Unit Measurement for the indicator
Mandatory, your project must contribute to all three indicators	Estimated annual decrease of CO2 eq. Emissions /	*How much CO2-emissions do you expect to emit / produce per year at the start and in the end of your project? And: what will be the amount of greenhouse gases saved in a year following the implementation of the project?* ***Important note: The Applicant MUST use the Conversion Table for GHG Emissions in order to calculate the indicators.*** *This includes greenhouse gases – CO2-equvivalents: carbon dioxide (CO2), methane (CH4), nitrous oxide (N2O), chlorofluorocarbons (CFCs), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), sulphur hexafluoride (SF6) and nitrogen trifluoride (NF3)*	tonnes of CO2 equ./year
	Estimated annual reduced energy/electricity consumption	*How much energy/electricity do you expect to reduce in an average year of production at the start and in the end of the project?*	MWh/year

	Annual monetary savings from energy efficiency measures	*How much does energy consumption cost you per year? How much will it cost you per year following the implementation of the project? How much money do you expect to save from the energy efficiency measures implemented?*	Euro
Optional contributing to further indicators may enhance your application	Estimated number of jobs created	*How many permanent full-time positions do you expect to achieve from the implementation of the project?*	number
	other? - please fill in	*Please do briefly describe the indicator*	*please choose unit*
	other? - please fill in	*Please do briefly describe the indicator*	*please choose unit*

e.g **Insert the grant amount from the project budget**
Eur grant

As per the provisions of this Energy Efficiency Call, the Project shall deliver considerable reductions as a reasonable cost; a maximum of €150 grant per tonne CO2 eq. per year reduced/avoided should be aimed for.

e.g In this project the indicator has this value:
0.00 Eur grant/ton CO2

Applicant name	**Turda Municipality**
Project name	**Energy performance and indoor comfort significant increase in Turda public schools**

Baseline value value of the indicator at the beginning of the project implementation?	**Baseline Year** Which year does this average value refer to?	**Target value** What is the value of the indicator at the end of the project implementation?	**Target Year** From which year do you expect this new value to show?	**Reduction**		**Methodology applied**
				Value	%	Please comment if relevant
867	2018	317	2024	550	0.634298235	Implementation of EE measures and RES, according to the Energy Audit report
3,540.90	2018	1,333.20	2024	2,207.70	0.623485555	Implementation of EE measures and RES, according to the Energy Audit report

139106.8	2018	61619.67	2024	77487.13	0.557033373	Implementation of EE measures and RES, according to the Energy Audit report

Expected outputs of the successful implementation of the project

Please fill in the highlighted cells: short description of your project deliverables. You should list at least those outputs that contribute to achieving the outcomes you listed in Sheet 1.

	Indicator	Target - short description Please provide some figures about your outputs!	Unit Measurement unit for the indicator	Baseline value The relevant value at the beginning of project implementation.	Baseline Year When do you expect to start the activity?	Number of outputs / target value At the end of the year in the project implementation	Target Year When do you expect to achieve the output?	Comments Please comment on the number of outputs, where relevant
Mandatory, you need to contribute to at least one indicator	Number of buildings for which energy efficiency measures have been implemented	*For how many buildings do you plan to implement energy efficiency measures?*	number	n.a.	n.a.	3	2023	
	Number of industrial processes where energy efficiency measures have been implemented	*How many industrial processes are implemented where energy efficiency measures are applicable in your project?*	number	n.a.	n.a.	0	2023	
	Number of energy efficiency measures implemented in the transport sector	*How many energy measures in the transport sector do you plan to implement in your project?*	number	n.a.	n.a.			
	Energy performance measures implemented for products	*How many energy performance measures for products do you plan to implement in your project?*	number	n.a.	n.a.			
	Number of energy efficiency measures implemented for infrastructure	*how many energy efficiency measures for infrastructure do you plan to implement in your project?*	number	n.a.	n.a.			
	Number of other energy efficiency measures implemented	*How many other energy efficiency measures do you plan to implement in your project?*	number	n.a.	n.a.	yes	2023	

Iceland
Liechtenstein
Norway
Norway grants

Table for Converting Greenhouse Gas Emissions into CO_2 Emissions Equivalents

Data - type: Type of energy/fuel	Amount Amount of energy / fuel	Type of determination Measured / estimated	Reference period The measurement should refer to a yearly amount. The data used should not be older than 2013!	Emission Factor used Choose from the "Emission Factors" list provided in this file	Greenhouse gas emissions (= Data x Emission Factor, eg CO2eq), calculating the current baseline of GHG emissions	Comments - If calculations are not based on real measurements over a reference period of 12 months, explain why! - Specify if the data/amounts are estimated or measured. If data is estimated please state the assumptions used for estimating the amounts. - Indicate the source(s) for the data used in column "Emission factors", in case you used emission factors that are not specified in this document
Natural gas	*202271.09*	*measured*	12 months	*1,9 kg CO2*	*384315.071*	*e.g.reference period used is only 6 months, because xxx*
Electricity	*338.401*	*measured*	12 months	*850 kg CO2*	*287640.85*	*e.g. data sources for the emission factors used: ...*
			12 months			*e.g. assumptions used to estimate the yearly energy savings: ...*
			12 months			
			12 months			
			12 months			
Current level of CO2 emissions before project implementation (BASELINE): Sum of the above cells, in kg CO2eq					*671955.921*	

Emission Factors	
Type of Emission	CO2 Equivalent
Burning:	
1 ton of coal	2,86 ton CO2
1 m3 natural gas	1,9 kg CO2
1 tonne of waste incinerated	0,445 ton CO2
Electricity production:	
1 MWh from coal fired plant	850 kg CO2
1 MWh from oil fired power plant	590 kg CO2
1 MWh from gas fired power plant	185 kg CO2
1 MWh Romania mix (2016)	306 kg CO2
1 MWh EU28 mix (2016)	295,8 kg CO2
District heating, hot water:	
1 MWh / 3.600 MJ from coal	0,414 tons CO2
1 MWh / 3.600 MJ from natural gas	0,227 tons CO2
1 MWh / 3.600 MJ from pellets (10% moisture)	0,091 tons CO2
Transport:	
1 litre diesel	2,640 kg CO2
1 litre gasoline	2,392 kg CO2
1 personal car	2,25 tons CO2/year (150 g CO2/km, 15.000 km/year)
Others:	
1 ton plastic recycled	2300 kg CO2 saved
1 ton metal recycled	1750 kg CO2 saved
1 ton paper recycled	795 kg CO2 saved
1 ton glass recycled	529 kg CO2 saved
1 m3 water (supply)	0,344 kg CO2 saved
1 m3 water (treatment)	0,708 kg CO2 saved

Energy and money savings								
	Emil Negrutiu		Liviu Rebreanu		Turda Tehnic		TOTAL	
	El. En.	Gas	El. En.	Gaz	El. En.	Gaz	El. En.	Gaz
	0.113	0.031	0.113	0.031	0.113	0.031	-	-
Energy saving [kWh]	37,713.82	811,105.59	11,204.99	511,783.14	61,425.32	774,473.81	110,344.13	2,097,362.54
Money saving [euro]	4,261.66	25,144.27	1,266.16	15,865.28	6,941.06	24,008.69	12,468.89	65,018.24
TOTAL Energy saving [kWh]	848,819.41		522,988.13		835,899.13		2,207,706.67	
TOTAL money saving [euro]	29,405.94		17,131.44		30,949.75		77,487.13	

Energy and money savings								
	Emil Negrutiu		Liviu Rebreanu		Turda Tehnic		TOTAL	
	El. En.	Gas	El. En.	Gas	El. En.	Gas	El. En.	Gas
	113	31	113	31	113	31	-	-
Energy saving [MWh]	37.71	811.11	11.20	511.78	61.43	774.47	110.34	2,097.36
Money saving [euro]	4,261.66	25,144.27	1,266.16	15,865.28	6,941.06	24,008.69	12,468.89	65,018.24
TOTAL Energy saving [mWh]	848.82		522.99		835.90		2,207.71	
TOTAL money saving [euro]	29,405.94		17,131.44		30,949.75		77,487.13	

Iceland Liechtenstein Norway grants
Norway grants

Innovation Norway

MUNICIPIUL TURDA
P-TA 1 DECEMBRIE 1918
401184 TURDA
ROMANIA

Att. Dana Bucur

Your ref.:	Our ref.:	Date:
	2020/515836	02.12.2020

EEA and Norway Grants 2014 – 2021

Project Contract/ Grant Offer Letter

PROJECT: Energy performance and indoor comfort significant increase in Turda public schools

Reference is made to your electronic application of 30.03.2020. We are pleased to inform you that your application has been approved and that Innovation Norway has decided to make the following offer:

1. Grant
Innovation Norway shall make available to Municipiul Turda as the Project Promoter a financial grant to be used exclusively to finance the eligible cost of the project.

The Grant to the Project Promoter is offered from Innovation Norway on the terms and conditions laid down in this Grant Offer Letter, the Standard Terms and Conditions on EEA and Norway Grants 2014 - 2021, the Project Implementation Plan, the detailed activity based budget and the Disbursement Plan (hereinafter called the Project Contract).

The grant is based on information provided by the Project Promoter to Innovation Norway in the Application Form and annexes for the grant, and in any other written information provided by or confirmed by the Project Promoter.

Any limitations on the use of the grant set out in the relevant Call for Proposals, including the provisions on the eligibility of expenditure, apply also to this Project Contract.

It is a condition for the grant offer that neither the Project Promoter nor any Project Partner(s) are subject to an outstanding recovery order following a previous European Commission or EFTA Surveillance Authority decision declaring a state aid granted illegal and incompatible with the internal market.

The grant shall not exceed the amount of EUR 1 340 000.

2. Project cost

The approved budget includes the following costs (amounts in EUR) and are distributed according to relevant state aid categories:

Other - eligible costs:

Eligible costs	Eligible costs	Applicant's costs
Project management activities	30 000	30 000
Engineering and supervision of the works	30 000	30 000
Financial audit of the project	5 000	5 000
Detailed technical design and project preparation	42 000	42 000
Investments activities - subcontracted	1 618 784	1 618 784
Unforeseen and hidden costs	0	0
Publicity of the project	450	450
	0	0
	0	0
	0	0
TOTAL	1 726 234	1 726 234
Grant:	Amount	Rate of grant in percent
Romania energy Norway grants	1 340 000	77,63
TOTAL	1 340 000	77,63

3. Date of acceptance
This Project Contract must be accepted in writing within 30 days of the date of this letter. If the Project Contract is not accepted within this date, the grant offer lapses without any further notice, unless the deadline has been extended by Innovation Norway in writing.

4. Conditions for the awarding of grant
The grant is awarded under the general conditions laid down in the Standard Terms and Conditions on EEA and Norway Grants from Innovation Norway.

The following special conditions apply:

1. The project shall be completed within 31 December 2023. That date is also the last date of eligibility for project costs. The first date of eligibility is the date of this letter.

2. The maximum amount of eligible costs for the Project management is 30 000 Euro and the external specialized consultant should be selected by the Applicant after a procurement procedure according to the legislation in force.

3. The project will contribute to the following outcome(s) and output(s):

Expected outcomes:
- Reduction of energy consumption: 2,207.70 MWh/year;
- CO2 equivalent emission reduction per year: 550 tonnes.
- Annual monetary saving from energy efficiency measures: 77,487 Euro
- Cost of CO2/tonne shall be of maximum Euro/tonne of CO2 = 2,436 Euro/tonne/ per year

Expected outputs:
- Number of energy efficiency measures in buildings (owned by non-economic entities): 3, by rehabilitation of three public schools.

The indicators will be a part of the annual project report, to be submitted by 15 January each year. Innovation Norge may require reporting on other indicators relevant for the project.

4. The Project Promoter shall within 30 days of receiving this letter provide Innovation Norway with the following documents:
- Revised annex - Expected outcomes and outputs of the project;
- Local Council Decision confirming that VAT will not be recovered and the total budget value will not be exceeded;
- Local Council Decision to cover the required co-financing from budgetary sources.

5. The Project Promoter shall keep the equipment in its ownership and within the recipient area for a period of at least five years following the completion of the project. The Project Promoter shall continue to use the equipment for the benefit of the overall objectives of the project, keep the equipment properly insured against losses and set side appropriate resources for the maintenance of the equipment for the same period.

6. The following legislation will be followed for the proposed objectives: Law no. 50/1995, on quality in construction, as amended, Judgment no. 766/1997 for the approval of certain regulations on construction quality; H.G. no. 907/2016, on the elaboration stages and the framework content of the technical and economic documentation for public-funded investment objectives/projects.

These special conditions take precedence over the Standard Terms and Conditions on EEA and Norway Grants in case of conflict between them.

5. Final acceptable payment
Final acceptable payment claims must be received within 31.03.2024. Payment claims received at a later date or deemed not acceptable by Innovation Norway will not constitute a basis for disbursement.

6. Project level information and statistical data
The Project Promoter shall submit Project Level Information in accordance with guidelines provided by Innovation Norway and/or requests received from Innovation Norway.

7. Processing of personal data
Innovation Norway's processing of personal data is described in the privacy declaration available at innovasjonnorge.no. https://www.innovasjonnorge.no/en/privacydeclaration/ The privacy declaration contains inter alia information on processing purposes, the categories of personal data processed and the categories of persons the personal data relates to. As further elaborated on in the privacy declaration, Innovation Norway may inter alia process personal data relating to persons with roles (general manager, member of the board, contact person etc.) in the companies and other legal persons which Innovation Norway has entered into an agreement with. The grant recipient is obligated – through reference to the privacy declaration or otherwise – to provide information to these persons regarding Innovation Norway's processing of their personal data.

8. Publicity
The Project Promoter (and its partner(s)) shall inform of the grant received when promoting the project either through presentations or other publicity methods as described in the Project Promoter's Publicity Plan provided in the Application Form with annexes and in line with the Publicity Guidelines for this Programme.

9. Miscellaneous
All replies and documents regarding the project contact shall be returned in signed condition pr. Email to: post@innovasjonnorge.no

All other communication to Innovation Norway in regard to the grant shall be in writing and directed to programme email.

10. Acceptance
Upon acceptance and signature of the Project Contract and the submission of possible documents required in the Special Conditions and the documents listed in point 1.4 of the Standard terms and Conditions, the Project Contract between the Project Promoter and Innovation Norway enters into force. The documents shall be signed and submitted to Innovation Norway electronically.

In case you decide not to use the grant offered, or during project implementation you realize that you will

only use parts of the grant offered, you must inform Innovation Norway in writing without delay.

Yours sincerely
For Innovation Norway

Kristine Erdal
Special advisor

(This letter has been processed electronically. Hence, this letter does not contain a handwritten signature)

Iceland Liechtenstein Norway grants

Innovation Norway

Entity: Municipiul Turda

STANDARD TERMS AND CONDITIONS ON EEA AND NORWAY GRANTS FROM INNOVATION NORWAY

1. Conditions for the awarding of the Grant

The Grant is awarded under the following general conditions:
1.1 The Project Promoter shall provide all information necessary for the good implementation of the project and apply the highest degree of transparency and accountability

1.2 The Project shall contribute to good governance, sustainable development and gender equality. It is a condition that the business shall be based on good business practice and stringent ethical requirements, and that it does not contribute to corruption, the violation of human rights or poor working conditions, or have a harmful impact on local communities and the environment. Innovation Norway expects customers to have and use ethical requirements (policy) for own operations and anti-corruption measures adapted to size, business type and risk. If serious matters are uncovered that are in breach of the above-mentioned principles, this may constitute grounds for Innovation Norway to terminate the contract.

1.3 The Project Promoter shall promptly inform Innovation Norway of any circumstances that interfere or threaten to interfere with the successful implementation of the Project.

1.4 The Project Promoter shall with the acceptance of the Grant Offer Letter submit:

a. a revised Project Implementation Plan
b. a revised activity based budget according to the approved expenses
c. a revised disbursement plan
d. an updated procurement plan complying with Art. 12
e. if applicable, an updated and signed Partnership Agreement including the distribution of costs between the partners in the project and the respective co-financing provided by each partner
f. Written confirmation of the co-financing of the Project Promoter and, if applicable, the Project Partner(s), in the form of a Bank Confirmation Letter and/or original statement of the Boards of directors
g. Valid and clean tax clearance certificate issued for the Project Promoter and its legal representative, and, if applicable, the Project Partner(s), by relevant public finance administration and not older than 6 months
h. Valid and clean criminal record for issued for the Project Promoter and its legal representative, and, if applicable, the Project Partner(s), by relevant police unit and not older than 6 months

2. Conditions for disbursement

2.1 Before disbursement can take place, a signed Project Contract must exist between the Project Promoter and Innovation Norway. In addition, requested documentation on the co-financing of the project must have been submitted to Innovation Norway.

2.2 Disbursements are made pursuant to agreement with Innovation Norway and in accordance with the approved Project Implementation Plan based on requests for disbursements submitted by the Project Promoter. Payments of the project grant will take the form of an advance payment, interim payments and a final payment.

2.3 The advance payment will be paid following the signature of the project contract, within one month of the submission of a request by the Project Promoter. Subsequent payments will be paid following the

approval of project interim reports and no later than one month from the date of approval. The final payment will be paid following approval of the final report and no later than one month from the date of approval.

2.4 Normally, advance payment of up to 10% of the awarded grant can be made, if requested by the Project Promoter and included in the agreed Disbursement Plan. If duly justified, advance payment of maximum 20 % can be made. Direct payments to Project Partners, require a Power of Attorney to Innovation Norway from the Project Promoter.

2.5 A justified "Request for advance payment" shall be forwarded to Innovation Norway. Innovation Norway will release the advance payment after the Project Promoter and/or Project Partner(s) have transferred the equivalent amount of the advance into the project bank account.

2.6 Before disbursement can be made, Innovation Norway shall be provided with a Project Interim Report. The report shall cover a period of at least 3 calendar months, and maximum 6 calendar months, and be related to expenditures from that period.

Disbursements will be made to a designated project account to be established by the Project Promoter. The cash co-financing should also be transferred to the project account unless otherwise stated in the Grant Offer Letter. An original letter from the Project Promoter's bank has to be submitted, showing that a dedicated project account in EUR has been opened and specifying the name(s) of authorised person(s) to operate with the project account. The Project Promoter may in addition decide to open a project bank account in local currency, if applicable, but it should be linked to the dedicated project account in EUR and subject to an audit. The co-financing must also be paid into project accounts, reflecting the co-financing rate during the project implementation. Cash co-financing in the form of man-hour is exempted from this provision. The amounts existing in the project bank account shall be used exclusively for eligible project expenses. An original Financial Identification Form, signed by the Project Promoter's bank and representative of the Project Promoter, shall be submitted, specifying the project bank account' details, including the name(s) of authorised person(s) to operate the project account.

2.7 Disbursement of the grant will take place upon documentation of compliance with the Stand Terms and Conditions and any Special Conditions set out in the Project Contract, and account statements from the Project Promoter, signed by the Project Promoters` Chief Financial Officer and Project Manager, and audited by an independent authorised auditor in accordance with auditing standard ISA 805 (auditor's statements relating to audits for a special purpose).

2.8 Requirement s for auditor's statement:

a. Reference to the Project Contract and any amendments;
b. The auditor is aware of requirements set out in the call for proposal and this Standard Terms and Conditions and relevant guidelines published at Innovation Norway's official programme website;
c. Reference to financial report from the Project Promoter;
d. Confirmation of the eligible amount and that the grant rate is respected
e. Confirmation of any interest revenues on project accounts, both accounts in EUR and local currency;
f. Confirmation on co-financing.

2.9 Innovation Norway may retain up to 10% of the grant until the Final Project Report (last Interim Report) has been approved by Innovation Norway.

2.10 In case of an error is made in relation to a disbursement resulting in a higher amount paid than stipulated, the Project Promoter shall, upon request from Innovation Norway, reimburse without delay the exceeding part of the amount disbursed. Similarly, if an error results in a lower amount paid than stipulated, Innovation Norway shall, as soon as possible after being made aware of such an error, disburse the missing amount.

3. Reservation related to disbursement

3.1 In the event that the project requires less funding than originally anticipated, Innovation Norway may reduce the amount of the grant proportionately .

3.2 The offer will lapse if the Project Promoter applies for debt settlement proceedings, goes into liquidation, voluntarily winds up the entity or other similar circumstances occur prior to the grant being disbursed.

4. Currency conversion

Disbursements shall be made to the designated project bank account of the Project Promoter. Commitments and payments will be carried out in Euro (€). Payment claims (incl. advance payment) forwarded from the Project Promoter to Innovation Norway shall be in Euro (€).

Payment claims shall be converted to Euro using the monthly accounting exchange rate of the European Commission in the month during which the expenditure was registered in the accounts of the Project Promoter.

http://ec.europa.eu/budget/graphs/inforeuro.html

5. Reporting

The Project Promoter shall submit an interim and final project report containing information on project progress and incurred expenditure to Innovation Norway at least every six month, or other intervals agreed in the Project Contract, in connection with the payment claims:

- Technical/physical and financial progress in accordance with the Project Contract;
- Any deviations from the Project Contract and possible repercussions for the project;
- Tendering and procurement, if applicable;
- Special conditions in the Project Contract,
- Outcome/output indicators,
- Bilateral partnership, if applicable,
- Publicity

Deviations shall be documented by an updated Project Implementation Plan, updated detailed activity-based Budget and an updated Disbursement Plan.

Reports shall also include a bank statement of the project bank account(s) transactions for the relevant period. Innovation Norway may at any time ask the Project Promoter for further information and documentation.

Costs incurred by the Project Promoter and the Project Partner(s) shall be supported by time sheets, receipted invoices or by accounting documents of equivalent probative value. Alternatively, proof of expenditure may take the form of a report by an independent authorised auditor, qualified to carry out statutory audits of accounting documents, certifying that the reported costs are incurred in accordance with the Project Contract, the national law and relevant national accounting practices. A report issued by a competent and independent public officer recognized by the relevant national authorities as having a budget and financial control capacity over the entity incurring the costs and who has not been involved in the preparation of the financial statements, certifying that the claimed costs are incurred in accordance with the Project Contract, national law and national accounting practices, will also be accepted as sufficient proof of expenditure incurred.

Indirect costs identified as a flat rate in accordance with the provisions on indirect costs in the Call for Proposals, and approved as a part of the Project Budget, do not need to be supported by proof of expenditure.

The final project report (last interim report), as well as the final payment claim, shall be submitted to Innovation Norway no later than three months after the eligibility deadline set in the Project Contract.

The Project Promoter shall submit to Innovation Norway a yearly report on project results and impacts, including performance on indicators, within 15 January every year.

The Project Promoter shall also submit a Final Report to Innovation Norway, in accordance with provisions in the Project Contract.

All reports shall be according to the requirements in templates that will be launched on the dedicated programme website.

6. Annual financial statements

From the date on which the offer is accepted and for five years after the final disbursement, Innovation Norway may demand that audited annual financial statements and annual reports to be submitted to Innovation Norway.

7. Modification of the Project

7.1 With the exceptions stipulated in paragraph 3 of this article, any modifications of the Project shall be subject to Innovation Norway's prior written approval. Before the proposed modifications are implemented, Innovation Norway shall approve them.

7.2 Any such modifications may require a new appraisal prior to being accepted or rejected.

7.3 Modifications of the Project do not need an approval by Innovation Norway if they do not affect the scope, objectives, purpose, or outputs of the Project, and the financial impact is limited to:

a. Changes in any of the reporting periods for the Interim Project Reports schedule in the Project Implementation Plan,
b. A transfer between budget headings involving a variation of 10% or less of the amounts in the latest approved Project Implementation Plan under each relevant heading, or,
c. A transfer between project activities involving a variation of 10 % or less of the amounts in the latest approved Project Implementation Plan for such activity.

7.4 Notwithstanding paragraph 3, modi-fications that result in an increase of management costs will always require a prior approval by Innovation Norway.

The Project Promoter must submit a revised Project Implementation Plan, detailed activity based budget and Disbursement Plan to Innovation Norway when:

- Proposing modification which requires an approval by Innovation Norway according to this Article,
- Any of the reporting periods for the Project Interim Reports scheduled in the Project Implementation Plan are changed; a revised Project Implementation Plan shall be submitted no later than 60 days before the end of the first affected reporting period, or,
- Innovation Norway requests an updated Project Implementation Plan; a revised Project Implementation Plan shall be submitted no later than 30 days after such request is sent.

8. Increased costs

8.1 If the costs of the implementation of the Project should exceed the estimated eligible project cost or the estimated total project cost, Project Promoter shall ensure that any such additional funds are made available so as to ensure the full implementation of the Project. If the Project Promoter deems that additional funds cannot be made available or additional investments in the project are not advisable, it can instead, decide to cancel the Project and the Project Promoter shall refund to Innovation Norway the amount already disbursed.

8.2 The Project Promoter shall take on the obligation to provide additional funds if necessary unless the conditions as laid down in paragraph 1 above are met.

8.3 If the Project requires more capital than anticipated, it is a condition that the increased capital requirement is funded in a manner to be approved by Innovation Norway.

9. Lower costs

If the actual eligible costs at the end of the project are lower than the total estimated costs specified in the agreed detailed activity based budget, the grant amount will be limited to the amount obtained by applying the percentage of total estimated costs (the grant rate) approved by Innovation Norway to the actual eligible costs. In case an excessive amount has already been disbursed, the Project Promoter shall reimburse the amount without delay.

10. Suspension of Disbursements

10.1 Innovation Norway may decide to suspend disbursements of the Grant if:

a. the terms and conditions for disbursement in accordance with Article 3 have not been met,
b. credible information indicates that the implementation or the progress of the Project does not correspond to the Project Implementation Plan or is not in compliance with the Project Contract,
c. reports referred to in Article 6 or any other information requested has not been provided or include incomplete information,
d. access required under Article 17 is restricted,
e. the conditions relating to good governance, sustainable development and gender equality under Article 2 have not been met,
f. the financial management of the Project has not been in accordance with internationally recognised accounting principles,
g. it becomes aware of suspected or actual cases of irregularities, fraud or corruption, and/or if such cases have not been adequately reported, investigated or remedied by the Project Promoter,
h. the implementation of the Project is deemed to be in violation of EU/EEA and/or national legislation,
i. a fundamental change of circumstances occurs and said circumstances constitute an essential basis for the Project Contract or the contribution from the EEA/Norway Grants,
j. it becomes aware of any misrepresentation of facts in any information given by or on behalf of the Project Promoter affecting, directly or indirectly the implementation of the Project Contract,
k. an adjustment of the Grant is required in order to comply with the grant rate referred to in the Project Contract, including the requirements referred to in the eligibility provisions in the Call for Proposals,
l. any other obligation stipulated in the Project Contract is not complied with by the Project Promoter.

10.2 If possible, the Project Promoter shall be given an opportunity to provide its views prior to Innovation Norway making a decision to suspend disbursements.

10.3 The decision to suspend disbursements shall be reasoned and immediately effective. The Project Promoter shall be notified as soon as possible but no later than 10 workings days from the date of the decision.

10.4 The Project Promoter may at any time present documents or other evidence showing that the conditions in paragraph 10.1 (a) to (l) no longer apply or do not justify suspension of disbursements, and request that Innovation Norway reviews its decision to suspend payments.

10.5 When the Innovation Norway finds that the conditions described in paragraph 10.1 (a) to (l) above no longer apply or justify suspension of disbursements, it shall take a decision to continue disbursement

11. Reimbursement

11.1 In case of serious non-compliance with the Project Contract, Innovation Norway may, after having consulted the Project Promoter with a view to reaching a solution, decide to demand reimbursement of the grant if any of the conditions referred to in litra (b) to (l) of Article 10.1 apply. Such a claim for reimbursement may include interest on the granted amount according to a market based interest rate.

11.2 Without prejudice to Article 11.1, Innovation Norway may decide to demand reimbursement if it becomes aware of any conviction of or fines for irregularities, fraud or corruption, or if suspected or actual cases of irregularities have not been adequately reported, investigated or remedied by the Project Promoter.

11.3 Prior to making such a decision, Innovation Norway shall notify the Project Promoter of its intention to demand reimbursement. The notification shall outline the reason for the proposed measures. The Project Promoter may within 45 working days from the date of the notification provide any documents relevant to the decision and/or provide its views.

11.4 The Project Promoter shall be notified of a decision referred to in paragraph 1 of this article as soon as possible but no later than 10 workings days from the date of the decision. The notification shall outline the reason for the decision.

11.5 Without delay and no later than within three months from the decision of Innovation Norway, the Project Promoter shall reimburse the requested amount to Innovation Norway, subject to the specifications detailed in the decision.

11.6 If a request for reimbursement to Innovation Norway is not complied with by the Project Promoter, or a dispute related to such a request arises that cannot be solved, the Parties may bring the dispute before the Oslo District Court (Oslo Tingrett). The disputed amount shall be transferred to a designated bank account and kept there until the dispute has been finally settled by the parties or the Norwegian courts

12. Special provisions on procurement and the awarding of contracts

12.1 Applicable national and European Union law on public procurement shall be complied with at any level in the implementation of the projects.

12.2 A Project Promoter that receives 50% or more of the eligible expenditure of the project as a project grant from the Programme shall conduct its procurement for that project in compliance with the national public procurement law as though the project promoter were a contracting authority under point 1 of Article 1 of Directive 2014/24 of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC, where the amount of the contract is at or above European Union thresholds set for public procurement. This paragraph applies mutatis mutandis to the Project Partner(s).

12.3 In cases where contracts concluded as part of the implementation of the project fall below the national or European Union thresholds set for public procurement or outside the scope of the applicable public procurement laws, the awarding of such contracts (including the procedures prior to the awarding) and the terms and conditions of such contracts shall, in line with the principle of proportionality, comply with best economic practices, including accountability, allow a full and fair competition between potential providers, for example by way of effective price comparison, and
ensure the optimal use of resources from the EEA and Norwegian Financial Mechanisms 2014-2021.

12.4 The highest ethical standards, as well as the avoidance of any conflict of interests, shall be observed during the procurement and execution of contracts. The Project Promoter shall ensure the application of adequate and effective means to prevent illegal or corrupt practices. No offer, gifts, payments or benefit of any kind, which would or could, either directly or indirectly, be construed as an illegal or corrupt practice, e.g. as an inducement or reward for the award or execution of procurement contracts, shall be accepted.

12.5 Project Promoter shall, if requested, allow representatives of Innovation Norway to take part as observers in the evaluation of public tenders/selection of experts

12.6 The Project Promoter shall ensure that records of the awarding and execution of contracts are kept for at least five years and provided upon request by Innovation Norway.

13. State aid

The grant provided shall be in compliance with any relevant state aid legislation. The Project Promoter and Project Partner(s) must cooperate with Innovation Norway to clarify the issue. This implies, inter alia, that the Project Promoter, Project Partner(s) and other beneficiaries must provide the information and documentation requested by Innovation Norway. This includes information about any de minimis aid received by the Project Promoter and Project Partner(s), or other beneficiaries, in the two last fiscal years and the applicable fiscal year.

14. Intellectual property rights

Any present or future intellectual property rights, such as patents, trademarks, designs, copyright etc., developed during the project or that constitute part of the project shall be the property of the Project Promoter or be at the Project Promoter's disposal under a licence or other right of use.
In case of a partnership project, the question of ownership and/or the right to use shall be agreed between the Project Promoter and the Partner (s) in the Partnership Agreement.
Innovation Norway is entitled to require the Project Promoter to have adequate descriptions, documentation, source codes etc. in respect of intellectual property rights, production methods/systems etc. that are developed during or constitute part of the project, and to require that they be stored in a secure manner. Innovation Norway may also demand that necessary declarations be issued in respect of intellectual property rights.

15. Monitoring

Innovation Norway is entitled to monitor the Project. The Project Promoter is obliged to cooperate and provide access and information to Innovation Norway or anyone appointed by Innovation Norway to carry out such monitoring. The Project Promoter shall upon request provide Innovation Norway, the Financial Mechanism Office (FMO), The EFTA Board of Auditors, the Office of the Norwegian Auditor General and the National Focal Point with any audit report relevant to the Project or its implementation, including auditing reports from the Supreme Audit Institution and summaries of any such reports.

16. Immediate reporting on irregularities and other relevant developments

The Project Promoter and Project Partners shall immediately inform Innovation Norway of any legal actions against the Project or that threatens the good implementation of the Project, including actions or decisions taken by EU/EEA institutions.

The grant will not be disbursed if Project Promoter, Partner(s) or other person(s) associated with the Project Promoter's business are suspected to be involved in offences referred to in national legislation on corruption in the relevant Beneficiary State.

The Project Promoter and Project Partners are obliged to report immediately to Innovation Norway any suspected and actual cases of irregularities related to the Project.

An irregularity shall mean an infringement of:

a. The legal framework for EEA/Norway Grants, as published on www.eeagrants.org, including
    a. Protocol 38c to the EEA Agreement on the EEA Financial Mechanism 2014-2021
    b. The relevant Memorandum of Understanding on the implementation of the EEA Financial Mechanism 2014-2021 between Iceland, Liechtenstein, Norway and the beneficiary state.
    c. Any relevant guidelines adopted by the FMC for the implementation of the EEA Financial Mechanism 2014-2021
b. The Project Contract
c. Any provisions of European Union/EEA Law
d. Any provision of the national law of the Beneficiary State or any other applicable national law
e. Procedures and guidelines developed by Innovation Norway, and made known to Project Promoters and Project Partners

which affects or prejudices the implementation of the Project Contract, for instance by unjustified or disproportionate expenditure or by losing revenue under the Project.

Complaints about suspected infringement can be reported directly to Innovation Norway, or through the Innovation Norway's whistleblowing channel, where it's also possible to report concerns anonymously.

https://www.innovasjonnorge.no/en/start-page/our-organization/ethics-and-compliance-in-innovation-norw

17. Access

17.1 The Project Promoter shall ensure that Innovation Norway, the Financial Mechanism Office (FMO) or anyone mandated to perform tasks on their behalf, The EFTA Board of Auditors, and the Office of the Auditor General of Norway, have upon request, prompt, full, and unimpeded access to all information, documents, persons, locations and facilities, public or private, relevant to the implementation of the Project Contract. Such access is subject to the applicable limitation under the national legislation of Beneficiary State.

17.2 The access does also include access to relevant information at the Project Partner(s), and the Partnership Agreement should ensure that such access will be facilitated.

18. Audits by Innovation Norway, the Financial Mechanism Office, The EFTA Board of Auditors and the Office of the Auditor General of Norway

Innovation Norway, the Financial Mechanism Office (FMO), The EFTA Board of Auditors and the Office of the Auditor General of Norway may at any time arrange its own audits and inspections of the Project at all relevant locations.

19. Publicity

The Project Promoter shall ensure that information on approved projects is communicated in the most efficient way to users and the public at large and that the contribution of the Programme is given adequate publicity.

The Project Promoter shall comply with any Publicity Guidelines for Project Promoters that will be adopted by Innovation Norway and launched at the dedicated Programme homepage.

Project summaries of approved projects will be uploaded at the website of the EEA and Norwegian Financial Mechanisms, www.eeagrants.org and on the dedicated programme homepage.

20. Waiver of Responsibility

20.1 Any appraisal of the Project undertaken before or after the approval of the Project by Innovation Norway does not in any way diminish the responsibility of the Project Promoter to verify and confirm the correctness of the documents and information forming the basis of the Project Contract.

20.2 Nothing contained in the Project Contract shall be construed as imposing upon Innovation Norway any responsibility of any kind for the supervision, execution, completion, or operation of the Project.

20.3 Neither Innovation Norway, nor The European Free Trade Association, of which the Financial Mechanism Office is administratively a part, do assume any risk or responsibility whatsoever for any damages, injuries, or other possible adverse effects caused by the Project, including, but not limited to inconsistencies in the planning of the Project, other project(s) that might affect it or that it might affect, or public discontent. It is the full and sole responsibility of the Project Promoter to satisfactorily address such issues.

20.4 The Project Promoter or any other party shall not have recourse to Innovation Norway for further financial support or assistance to the Project in whatsoever form over and above what has been provided for in the Project Contract.

20.5 Innovation Norway cannot be held liable for any damages or injuries of whatever nature sustained by the Project Promoter, the Project Partner(s) or any other third person, being directly or indirectly related to the Project Contract.

21. Language

All communication shall take place in the English language. To the extent that original documents are not available in English, and other languages are not explicitly allowed by the Call for Proposals, the documents shall be accompanied by full and accurate translations into English.

The Project Promoter shall bear the responsibility for the accuracy of the translations and the possible consequences that might arise from any inaccurate translations.

22. Representations and Warranties

The Project Promoter represents and warrants that the information provided by, through, or on behalf of the Project Promoter in connection with the application for funding, and the conclusion and implementation of the Project Contract is authentic, accurate and complete.

23. Dispute resolution

Any dispute relating to the performance of the Project Contract shall, preferably, be resolved amicably through consultation between the Parties. Disputes which cannot be settled amicably, may be brought before the Oslo District Court (Oslo Tingrett) and finally settled in accordance with the laws of the Kingdom of Norway.

Oslo, August 2019

Iceland Liechtenstein Norway grants

Innovation Norway

ACCEPTANCE OF GRANT OFFER

Innovation Norway's decision will be effective, provided that the terms of the decision are accepted within 12.01.2021. Otherwise, the decision is deemed to have expired.

Organisation name/company name	Municipiul Turda
Organisation number/VAT number	
Case number	2020/515836
Grant type	Romania energy Norway grants (ROMEN-NORWAY 1156)

This agreement shall enter into force upon its signature by both Parties and shall remain in force until all obligations arising from it have been fulfilled and all commitments and liabilities incurred in the implementation of this project have been met. Whether these obligations shall be regarded as fulfilled shall be determined in consultations between Innovation Norway and Project.

Municipiul Turda accepts the conditions in the grant letter and requests that disbursement of the grant is to be made to the following:

Organisation/company name	
Account number	
IBAN	
Name of the recipient bank	
BIC/SWIFT	

Undersigned beneficiary, agree to the terms of the decision of 01.12.2020.

Place/date	Project promoter's signature: (Authorised signature/procurist)	Signature to be repeated in typing or block letter

Replies to offers are returned in signed condition per. mail to:
post@innovationnorway.no

Iceland Liechtenstein Norway grants

Norway grants

Innovation Norway

ACCOUNT HOLDER VERIFICATION

Acount holder

Organisation name/company name	Municipiul Turda
Organisation number/VAT number	

Bank

Name	
Branch address	
Account number	
IBAN	
BIC/SWIFT	

Signature of bank representative and Bank stamp	

Replies to offers are returned in signed condition per. mail to:
post@innovationnorway.no

Innovasjon Norge

DISBURSEMENT

Name	Municipiul Turda
Organization no	
Case number	2020/515836
Project Bank Account no (EUR)	1271.00532-2
Financial instrument	Romania energy Norway grants (ROMEN-NORWAY 1156)
Project title	Energy performance and indoor comfort significant increase in Turda public schools

Total Grant amount (EUR)	1 340 000	100%		Granted date	01.12.2020
Grant amount disbursed (EUR)		0%		Payout deadline	31.03.2024
Canceled grant amount (EUR)	0	0%		Support basis (EUR)	1 340 000
Remaining grant amount(EUR)	1 340 000	100%			

The payment request can be sent to Innovation Norway only when all the standard and special conditions in the offer letter related to the payment are fulfilled. All necessary documentation related to the terms must be added to the payment request.

See the terms and documentation for payment in the offer letter.

Disbursment Category

Check for part or all oft the amount to be paid (Advance payment) ☐ Part - payment ☐ Final payment

Payment Data

Amount to be disbursed	
Account no	
Name of account owner	

The specified bank account number must always be held by the entity / person specified as the account owner.

Signature

Place/Date	**Project promoter**

The payment request and accompanying documentation will be sent to::
Innovation Norway
post@innovationnorway.no