**PROJECT IMPLEMENTATION AGREEMENT**

**CONCERNING IMPLEMENTATION OF PROJECT NO ......................... “...........................”**

\_\_\_ March 2018 No \_\_\_\_

Vilnius

The Public Institution Central Project Management Agency (hereinafter referred to as the “CPMA”), represented by the Deputy Director of the CPMA Rasa Suraučienė, acting in accordance with powers granted to her by the legal acts,

and

........................ (hereinafter referred to as the “Project Promoter”), represented by the Director .............., acting in accordance with the Regulations of the institution,

(hereinafter collectively referred to as the “Parties” and individually as a “Party”)

having regard to 21 November 1997 Convention on Combating Bribery of Foreign Officials in International Business Transactions and 16 November 2016 Recommendations of the Council of the Organisation for Economic Co-operation and Development for Development Co-operation Actors on Managing the Risk of Corruption,

following paragraph 42 of the Description of the Procedure for the Implementation of Development Cooperation Activities by State and Municipal Institutions approved by Resolution No 278 of the Government of the Republic of Lithuania of 26 March 2014 “On the Approval of Description of the Procedure for the Implementation of Development Cooperation Activities by State and Municipal Institutions” (hereinafter referred to as the “Description”), paragraph 19.2 of the Description of the Procedure for the Implementation of the Development Cooperation and Democracy Promotion Programme of the Ministry of Foreign Affairs approved by Order No V-62 of the Minister of Foreign Affairs of the Republic of Lithuania of 17 April 2014 “On the Approval of the Description of the Procedure for the Implementation of the Development Cooperation and Democracy Promotion Programme of the Ministry of Foreign Affairs” (hereinafter referred to as the “Description of the Ministry of Foreign Affairs of the Republic of Lithuania”) and Joint Activity Agreement No 10-59/2018/ concerning implementation of the Development Cooperation and Democracy Promotion Programme (hereinafter referred to as the “Programme”) signed on … February 2018 by and between the Ministry of Foreign Affairs of the Republic of Lithuania (hereinafter referred to as the “Ministry”) and the CPMA, have concluded this agreement on implementation of project No ................ “......................” (hereinafter referred to as the “Project”) (hereinafter referred to as the “Agreement”).

**1. Subject-Matter of the Agreement**

1.1. The Parties shall agree to cooperate in implementation of the Project under the procedure established in the Agreement and the legal acts of the Republic of Lithuania and establish the cooperation conditions and financial obligations.

1.2. Detailed description of the Project and estimate by activities thereof shall be laid down in the Project application and the estimate of the Project (Annexe 1 and Annex 2 hereto).

1.3. The maximum eligible costs of the Project established in the estimate of the Project shall be EUR *amount in digits* (*amount in words*) for financing the activities in 2018, EUR *amount in digits* (*amount in words*) for financing the activities in 2019 and EUR *amount in digits* (*amount in words*) for financing the activities in 2020 including the following:

1.3.1. In 2018, the *amount* of up to EUR *amount in digits (amount in words)* of the funds of the Programme shall be allocated to the Project Promoter for payment of the eligible costs of the Project indicated in the estimate of the Project. The funds of the Programme allocated for the Project shall make at least ... per cent of all eligible costs of the Project in 2018.

1.3.2. In 2018, the Project Promoter shall undertake to allocate other sources of financing the Project for implementation of the Project, i.e. not less than ... per cent (*number in digits* *per cent*) of own funds of the Project Promoter (where applicable), the financial contribution of the Project partner (where applicable) and/or other entities funding the Project (where applicable) (hereinafter referred to as the “own contribution”) for payment of the eligible costs of the Project activities in 2018 indicated in the estimate of the Project.

1.3.1. In 2019, the *amount* of up to EUR *amount in digits (amount in words)* of the funds of the Programme shall be allocated to the Project Promoter for payment of the eligible costs of the Project indicated in the estimate of the Project. The funds of the Programme allocated for the Project shall make at least ... per cent of the eligible costs of the Project in 2019.

1.3.4. In 2019, the Project Promoter shall undertake to allocate other sources of financing the Project for implementation of the Project, i.e. not less than ... per cent (*number in digits* *per cent*) of own funds of the Project Promoter (where applicable), the financial contribution of the Project partner (where applicable) and/or other entities funding the Project (where applicable) (hereinafter referred to as the “own contribution”) for payment of the eligible costs of the Project in 2019 indicated in the estimate of the Project.

1.3.5. In 2020, the *amount* of up to EUR *amount in digits (amount in words)* of the funds of the Programme shall be allocated to the Project Promoter for payment of the eligible costs of the Project indicated in the estimate of the Project. The funds of the Programme allocated for the Project shall make at least ... per cent of the eligible costs of the Project in 2020.

1.3.6. In 2020, the Project Promoter shall undertake to allocate other sources of financing the Project for implementation of the Project, i.e. not less than ... per cent (*number in digits* *per cent*) of own funds of the Project Promoter (where applicable), the financial contribution of the Project partner (where applicable) and/or other entities funding the Project (where applicable) (hereinafter referred to as the “own contribution”) for payment of the eligible costs of the Project activities in 2020 indicated in the estimate of the Project.

1.3.7. If the amounts in digits indicated in paragraphs 1.3.1-1.3.6 hereof do not correspond to the amounts in words, the amount in words shall be deemed to be correct.

**2. Rights and Obligations of the Parties**

2.1. The CPMA shall undertake:

2.1.1. To provide material and methodological assistance to the Project Promoter in the course of implementation of the Project.

2.1.2. To properly perform other obligations provided for in the Agreement and the legal acts of the Republic of Lithuania.

2.2. The Project Promoter shall undertake:

2.2.1. To accomplish the activities to be carried out in 2018 till 1 October 2018 which shall be deemed to be the date of completion of the activities to be carried out in 2018, accomplish the activities to be carried out in 2019 till .............. 2019 and accomplish the activities to be carried out in 2020 till ............... The afore-mentioned date shall be deemed to be the date of completion of the activities to be carried out in 2020 and implementation of the Project.

2.2.2. To submit an interim report on implementation of the Project for the year 2018 till 15 October 2018 and an interim report on implementation of the Project for the year 2019 till 15 October 2019 alongside with the copies of the documents supporting the costs of the Project.

2.2.3. To submit a final report on implementation of the Project within 10 working days from the end of implementation of the Project referred to in paragraph 2.2.1 hereof alongside with the copies of the documents supporting the costs of the Project.

2.2.4. To secure the own contribution provided for in paragraphs 1.3.2, 1.3.4. and 1.3.6 hereof. Alongside with the reports on implementation of the Project, the Project Promoter shall furnish the CPMA with information on use of the own contribution for the Project and the documents supporting use of the own contribution.

2.2.5. Not to request to pay the value added tax (hereinafter referred to as the “VAT”) which, according to the laws, other legal acts of the Republic of Lithuania, may be included in the VAT report and refunded by the Project Promoter from the funds of the Programme. The Project Promoter shall undertake not to request to pay the VAT from the funds of the Programme from the moment of acquisition of the right to refund of the VAT in any other ways (irrespective of whether the Project Promoter has exercised such right or not). The Project Promoter cannot include the VAT which has already been compensated from the funds of the Programme in the VAT report or otherwise recover such VAT. If the Project Promoter registers itself as a VAT payer or is removed from the Register of VAT Payers, it shall be obliged to immediately, but not later than within 5 (five) working days furnish the CPMA with the supporting document.

2.2.6. The Project Promoter shall furnish the CPMA with the Project progress report of the approved form containing information on the progress of implementation of the Project, the implemented activities, arising difficulties and measures for addressing such difficulties till 14 August 2018, 1 July 2019 and 1 July 2020. If the Project progress report suggests that the Project Promoter cannot fully or partially implement the Project activities and the Project Promoter fails to provide a reasoned proposal for use of the funds provided for the afore-mentioned activities for other activities, it shall be obliged to refund the funds allocated for the afore-mentioned activities within 10 working days from the written request of the CPMA.

2.2.7. To use the funds allocated for implementation of the Project only for implementation of the Project provided for herein, payment of the costs meeting the requirements of paragraph 3.9 hereof and only provided for in Annex 2 hereto.

2.2.8. At oral or written request of the CPMA, to provide all requested information related to implementation of the Project within the time limit specified by the CPMA which cannot be shorter than 2 (two) working days.

2.2.9. To ensure that the partners of the Project Promoter created conditions for the respective control and/or supervisory authorities to check implementation of the Project.

2.2.10. To carry out promotion of the Project according to the promotion plan provided alongside with the Project application, publish information on the Project being implemented on its website and (if possible) give publicity to the Project in other media and ensure visibility of the Project in any other ways. For the purposes of promotion of the Project, the Project Promoter shall undertake to use the logos of the Ministry and the Development Cooperation and Democracy Promotion and indicate that the Project is financed from the funds of the Development Cooperation and Democracy Promotion Programme.

2.2.11. After approval of the Project implementation report by the Development Cooperation and Humanitarian Aid Commission of the Ministry (hereinafter referred to as the “Commission”) and receipt of information from the CPMA to this end, to sign the Activity Implementation Confirmation Statement and submit it to the CPMA not later than within the time limit indicated in the letter of the CPMA which cannot be shorter than 2 (two) working days.

2.2.12. To furnish the CPMA with information on every planned event under the procedure established by the CPMA not later than 5 (five) working days to the start of the training, seminar, conference and/or another event provided for in the Project.

2.2.13. To properly perform other obligations provided for in the Agreement and legal acts of the Republic of Lithuania.

2.3. All economic rights of authors (and related rights) to the results of intellectual activity (objects of copyright (and related rights)) created in the course of implementation of the Project shall belong to the Project Promoter. All material created using the funds of the Project shall be marked by the logo of the Ministry and state that “the Project is financed from the funds of the Development Cooperation and Democracy Promotion Programme” using the sign of the programme indicated on the website of the CPMA at [www.cpva.lt](http://www.cpva.lt).

**3. Funding of the Project, Time Limits for Payment and Payment Procedure**

3.1. The CPMA shall transfer the funds referred to in paragraph 1.3.1 hereof for implementation of the Project to the Project Promoter under the following procedure:

3.1.1. the CPMA shall transfer 80% (EUR ..............) of the amount referred to in paragraph 1.3.1 hereof to the account indicated by the Project Promoter in the Agreement within 5 (five) working days from the date of receipt of the funds by the Ministry, but not later than within 20 working days from the effective date of the Agreement (except for the cases provided for in paragraph 3.3. hereof);

3.1.2. the CPMA shall transfer 80% (EUR ..............) of the amount referred to in paragraph 1.3.3 hereof to the account indicated by the Project Promoter in the Agreement within 5 (five) working days from the date of receipt of the funds by the Ministry;

3.1.3. the CPMA shall transfer 80% (EUR ..............) of the amount referred to in paragraph 1.3.5 hereof to the account indicated by the Project Promoter in the Agreement within 5 (five) working days from the date of receipt of the funds by the Ministry;

3.1.4. after the Commission approves the interim or final Project implementation report, i.e. determines the amount of the eligible costs of the Project, and assesses the security of the percentage of the own contribution provided for in paragraphs 1.3.2, 1.3.4 or 1.3.6 hereof, thus, determines the amount of eligible costs disbursed for the Project from the funds of the Programme if:

3.1.4.1. the part of the amount disbursed out of the funds of the Programme upon the amount of the eligible costs of the Project is higher than the amount transferred to the Project Promoter according to the provisions of paragraph 3.1.1, 3.1.2 or 3.1.3 hereof, the CPMA shall transfer the difference of the funds to the account of the Project Promoter indicated in the Agreement within 7 (seven) working days from the date of signature of the Activity Implementation Confirmation Statement by both Parties hereto and the funds are received by the CPMA from the Ministry;

3.1.4.2. the part of the funds of the Programme upon the amount of the eligible costs of the project is lower than the amount transferred to the Project Promoter according to the provisions of paragraph 3.1.1, 3.1.2 or 3.1.3 hereof, the Project Promoter shall be obliged to repay the not used and/or improperly used funds to the CPMA within the time limit specified in the letter of the CPMA which cannot be shorter than 2 (two) working days and longer than 10 (ten) working days from the written request of the CPMA.

3.2. The eligible costs of the Project shall also be deemed to include the funds of the Programme meeting the following requirements:

3.2.1. The funds of the Programme for the year 2018 referred to in paragraph 1.3.1 hereof allocated for the reimbursement of the costs included in the estimate of the Project for payment of the activities carried out from the effective date of the Agreement to the date of completion of the activities to be carried out in 2018 referred to in paragraph 2.2.1 hereof. All procurements related to the activities to be carried out in 2018, transfers of funds and other financial actions must be carried out by the Project Promoter and the partner(s) of the Project not later than till the date of completion of the activities to be carried out in 2018 indicated in paragraph 2.2.1 hereof. Only the costs incurred and paid from the effective date of the Agreement to the date of completion of the activities to be carried out in 2018 indicated in paragraph 2.2.1 hereof may be recognised as eligible costs. The costs supporting the security of the own contribution provided for in paragraph 1.3.2 hereof shall also be subject to the conditions set out in this paragraph hereof.

3.2.2. The funds of the Programme for the year 2019 referred to in paragraph 1.3.3 hereof allocated for the reimbursement of the costs included in the estimate of the Project for payment of the activities carried out from 2 October 2018 to the date of completion of the activities to be carried out in 2019 referred to in paragraph 2.2.1 hereof. All procurements related to the activities to be carried out in 2019, transfers of funds and other financial actions must be carried out by the Project Promoter and the partner(s) of the Project not later than till the date of completion of the activities to be carried out in 2019 indicated in paragraph 2.2.1 hereof. Only the costs incurred and paid from the effective date of the Agreement to the date of completion of the activities to be carried out in 2019 indicated in paragraph 2.2.1 hereof may be recognised as eligible costs. The costs supporting the security of the own contribution provided for in paragraph 1.3.4 hereof shall also be subject to the conditions set out in this paragraph hereof.

3.2.3. The funds of the Programme for the year 2020 referred to in paragraph 1.3.5 hereof allocated for the reimbursement of the costs included in the estimate of the Project for payment of the activities carried out from 2 October 2019 to the date of completion of the activities to be carried out in 2020 and implementation of the Project referred to in paragraph 2.2.1 hereof. All procurements related to the activities to be carried out in 2020, transfers of funds and other financial actions must be carried out by the Project Promoter and the partner(s) of the Project not later than till the date of completion of the activities to be carried out in 2020 and implementation of the project indicated in paragraph 2.2.1 hereof. Only the costs incurred and paid from the effective date of the Agreement to the date of completion of the activities to be carried out in 2020 and implementation of the Project hereof may be recognised as eligible costs. The costs supporting the security of the own contribution provided for in paragraph 1.3.6 hereof shall also be subject to the conditions set out in this paragraph hereof.

3.3. If the Ministry fails to transfer the funds to the CPMA for implementation of the projects under the Development Cooperation and Democracy Promotion Programme, the CPMA shall notify the Project Promoter by e-mail and transfer the funds allocated for implementation of the Project to the Project Promoter within 5 (five) working days from the receipt of necessary funds. In such case, the Project Promoter shall undertake not to bring any claims against the CPMA.

3.4. The Project Promoter shall transfer the interest received for availability of funds in the bank account (if any) to the CPMA within the time limit indicated by the CPMA in the letter, but not later than within 10 (ten) working days to the end of the current year.

3.5. The Project Promoter shall be entitled to make changes in the activities provided for in Annex 1 hereto and/or amendments to the plan thereof not affecting the scope of the Project, achievement of the aim and objectives of the Project. If such changes/amendments are necessary, the Project Promoter shall apply to the CPMA with a reasoned request to allow to make minor changes in the activities provided for in Annex 1 hereto and/or amendments to the plan thereof by e-mail in advance. The CPMA shall assess the received request within 5 working days and notify the Project Promoter by e-mail.

3.6. If necessary, the funds allocated for the Project from the funds of the Programme may be transferred between lines, but not more than 15 (fifteen) per cent of the value of the line. The Project Promoter shall apply to the CPMA with a reasoned request for the transfer of funds between lines by e-mail in advance.

3.7. The Project Promoter shall be entitled to use the “Unforeseen Funds” referred to in Annex 2 hereto only after obtaining the CPMA’s consent by e-mail.

3.8. If any funds are saved in the course of implementation of the Project and the Project Promoter recommends to use them for new unplanned activities or other objective reasons due to which the time limits for implementation of the Project must be changed arise, the Project Promoter shall notify the person referred to in paragraph 8.3.1 hereof by e-mail and the latter initiates application to the Commission. The Commission may take a decision to change the time limits for implementation of the Project and/or allow using the saved funds for other activities not provided for in the Project which would provide added value for the Project. The Project Promoter shall be notified of the decision taken by the Commission by e-mail not later than within 10 (ten) working days from the adoption of the decision.

3.9. Only the costs of the Project which meet the requirements provided for in paragraphs 65-66 of the Description may be recognised as eligible costs.

3.10. The costs incurred by the Project Promoter and/or the Project partner(s) in any currency other than EUR shall be converted into EUR according to the reference exchange rate of EUR against foreign currencies published by the European Central Bank and, in cases where the reference exchange rate of EUR against foreign currencies is not published by the European Central Bank, according to the reference exchange rate of EUR against foreign currencies set and published by the Bank of Lithuania on the date of the financial operation.

**4. Representations and Warranties of the Project Promoter**

4.1. The Project Promoter shall certify that it has all rights (authorisations, licences etc.) for implementation of the activities provided for in Annex 1 hereto.

4.2. The Project Promoter shall confirm that it shall implement the Project in a proper manner, without breaching the principles of the Agreement, the legal acts of the Republic of Lithuania and the European Union, other agreements and international law.

4.3. The Project Promoter shall be fully aware and certify that it is fully responsible for the third parties subcontracted for performance of the Agreement and their activities in implementation of the Project.

4.4. The Project Promoter shall be fully aware and certify that it is fully responsible for proper use of the funds allocated by the CPMA for implementation of the Project.

4.5. The Project Promoter shall confirm that it has familiarised itself with the Description and the Description of the Ministry of Foreign Affairs of the Republic of Lithuania.

4.6. In pursuance of ensuring transparency and equality of the suppliers, the Project Promoter shall undertake not to purchase the goods or services necessary for the Project from the Project partner(s) and the Project Promoter or employees of the Project partner.

4.7. The Project Promoter cannot earn profit from the Project activities during the Project implementation period (i.e. the period from the effective date of the Agreement to the date of completion of implementation of the Project provided for in paragraph 2.2.1 hereof) (the Project activities must be not related to the pursuit of profit).

**5. Quality of the Feasibility of the Project and Liability of the Parties**

5.1. The Parties shall undertake to refrain from actions which would breach the terms and conditions of the Contract and could be prejudicial to the interests, reputation of the Parties and mutual relationship between the Parties.

5.2. If the Project is not implemented, is implemented not according to the terms and conditions of the Agreement or the Project Promoter has failed to perform/improperly performs other obligations under the Agreement, the CPMA shall notify the Project Promoter by e-mail/registered mail and specify the time limit for elimination of any irregularities. If the Project Promoter fails to eliminate the irregularities within the specified time limit, the CPMA shall be entitled to terminate the Agreement without a separate notice and request to refund the transferred funds.

5.3. If, on the basis of the Project implementation report, the CPMA and/or the Commission determines that the Project Promoter has not performed all obligations assumed hereunder or has performed them improperly, the Project Promoter shall undertake to repay the funds allocated for the activities which have not been performance or have been improperly performed to the CPMA within the time limit specified by the CPMA by e-mail or registered mail and, case where only a part of the funds was transferred to the Project Promoter, the CPMA shall reduce the balance of the funds transferred to the Project Promoter accordingly.

5.4. If the Project Promoter fails to repay the transferred funds to the CPMA or fails to transfer the interest under the procedure established herein (paragraphs 3.1.4.2 and 3.4 hereof), at written request of the CPMA, the Project Promoter shall pay to the CPMA the default interest at the rate of 0.02 per cent upon the delinquent amount for each day of delay.

5.5. If the CPMA fails to settle accounts with the Project Promoter under the procedure prescribed in the Agreement, at written request of the Project Promoter, the CPMA shall undertake to pay the default interest at the rate of 0.02 per cent upon the amount not transferred in a timely manner for each day of delay, except for the cases provided for in paragraph 3.3 hereof.

5.6. If bankruptcy proceedings are instituted against the Project Promoter, liquidation or reorganisation procedures are initiated against the Project Promoter, the activities of the Project Promoter are suspended or an analogous situation arises under the procedure established in the legal acts, the Project Promoter shall undertake to immediately, but not later than within 5 (five) working days notify the CPMA by e-mail or registered mail. If, from the point of view of the CPMA, this may affect proper performance of the Agreement, this Agreement shall be unilaterally terminated by the CPMA and Project Promoter shall be notified of termination of the Agreement by registered mail.

**6. *Force Majeure***

6.1. The Parties shall not be held liable for non-performance or improper performance of any provision of the Agreement if this is related to *force majeure* which shall be understood by the Parties as provided for in the Civil Code of the Republic of Lithuania and the Rules Concerning Release from Liability Due to *Force Majeure* Circumstances approved by Resolution No 840 of the Government of the Republic of Lithuania of 15 July 1996 “On the Approval of the Rules Concerning Release from Liability Due to *Force Majeure* Circumstances”.

6.2. A Party which cannot perform/properly performs its contractual obligations in a timely manner due to *force majeure* circumstances shall be obliged to notify the other Party by e-mail or by registered mail as soon as possible, but not later than within 1 (one) working day from the date on which the circumstances become evident. A Party which breaches the afore-mentioned time limit shall be released from liability only from the moment when the other Party receives its notice of *force majeure* circumstances.

6.3. A Party referring to *force majeure* circumstances must substantiate them in accordance with the procedure established in the legal acts.

6.4. If a Party cannot perform its contractual obligations due to *force majeure* circumstances for more than 15 (fifty) calendar days, the other Party shall be entitled to unilaterally terminate the Agreement.

**7. Dispute Resolution**

7.1. The rights and obligations of the Parties shall be interpreted according to the provisions of the Agreement and legal acts of the Republic of Lithuania.

7.2. Any dispute, disagreement or claim arising out of the Agreement shall be resolved by negotiations of the Parties and in the event of a failure to reach an agreement by the Parties within 30 (thirty) calendar days from the date of the written notice of initiation of the negotiations by one Party to the other Party, the dispute shall be referred to the court of the Republic of Lithuania according to the address of the registered office of the CPMA unless the legal acts do not provide for exclusive jurisdiction.

**8. Notices and Contact Persons of the Parties**

8.1. All notices, information and other correspondence provided for herein shall be in writing and shall be sent by e-mail or registered mail. If the afore-mentioned correspondence is sent by e-mail, the date of sending shall be deemed to be the date of receipt and, in case of sending by registered mail, the 10th (tenth) day from the date of sending shall be deemed to be the date of receipt.

8.2. The Parties shall undertake to notify each other of any changes in their registration address, address of the registered office, name, bank account, other details or persons responsible for performance and supervision of the Agreement by e-mail or registered mail not later than within 3 (three) working days from the request, cannot bring claims or objections that the actions of the other Party carried out according to the last details available to it are in conflict with the terms and provisions of the Agreement or that it has not received notices sent according to such details.

8.3. The contact persons of the Parties shall be as follows:

8.3.1. The contact person of the CPMA: Jūratė Sabaitė, the Project Manager of the Swiss Programme Division of International Programme Management Department, tel. +370 5 219 1347, e-mail: j.sabaite@cpva.lt; correspondence address: S. Konarskio g. 13, LT-03109 Vilnius.

8.3.2. The contact person of the Project Promoter: Director ............tel.:..........., e-mail..........., correspondence address: .................

8.4. The Director of the International Programme Management Department and, in his absence, the person substituting him shall be entitled to sign the Activity Implementation Confirmation Statement on behalf of the CPMA.

**9. Amendments to the Agreement and Termination of the Agreement**

9.1. This Agreement may be terminated:

9.1.1. by mutual written agreement between the Parties;

9.1.2. if a Party has failed to perform its obligations provided for herein for more than 20 (twenty) calendar days from the date of receipt of the written notice to this end from the other Party. In such case, the date of termination of the Agreement shall be deemed to be the twenty first calendar day following the date of receipt of the notice of a failure to perform the obligations provided for herein;

9.1.3. by a unilateral decision of the CPMA if:

a judgement of conviction was passed and became effective against the Project Promoter or the Project partner within the past 5 years and the afore-mentioned person has an unspent or unexpunged conviction;

a judgement of conviction was passed and became effective against the manager or a member of the management or supervisory body of the Project Promoter or the Project partner which is a legal person, another organisation or a unit thereof or another person entitled to represent the economic entity or control it, take a decision, enter into a transaction in its name or an accountant (accountants) or other person(s) entitled to draw up and sign the accounting documents of the economic entity within the past 5 years and the afore-mentioned person has an unspent or unexpunged conviction;

a judgement of conviction was passed and became effective against the Project Promoter or the Project partner which is a legal person within the past 5 years;

participation in a criminal organisation, formation or being in charge thereof; bribery, trading in influence, graft; fraud, misappropriation of property, squandering of property, misleading declaration about the activities of a legal entity, use of a credit, loan or targeted support not in accordance with its purpose or the established procedure, credit fraud, provision of inaccurate data on income, profit or assets, failure to file a tax return or to submit a report or another document, fraudulent management of accounts or abuse of office having the aim of threatening the financial interests of the European Union as defined in Article 1 of the Convention on the Protection of the European Communities’ Financial Interests; criminal bankruptcy; acts of terrorism and crimes related to terrorist activity; laundering of crime-related property; trafficking in human beings, purchase or sale of a child; a crime committed by the entity (partner) from another country as defined in Article 57(1) of Directive 2014/24/EU, set out in the legal acts of other countries implementing the legal acts of the European Union;

9.1.4. by a unilateral decision of the CPMA if during the term of the Agreement the Project partner or persons involved in the Project activities are included in the lists of the Organisation for Economic Co-operation and Development (hereinafter referred to as the “OECD”) available on the website of the OECD at: <http://www.oecd.org/trade/xcred/debarment-list.htm>;

9.1.5. by a unilateral decision of the CPMA if in the course of performance of the Agreement it becomes evident that the declaration of no criminal convictions for corruption criminal acts submitted in the partner countries of the Project Promoter and the Project partner(s) was false.

9.1.6. If the CPMA finds out about the circumstances constituting grounds for unilateral termination of the Agreement on the grounds provided for in paragraphs 9.1.3-9.1.5 hereof, it must notify the Project Promoter of termination of the Agreement in writing by giving a 20 calendar days’ notice. In such case, the first calendar day following the date of receipt of the letter of termination of the Agreement from the CPMA shall be deemed to be the date of termination of the Agreement.

9.2. The Project Promoter shall certify that the Project Promoter and the persons involved in the Project activities are aware that, according to the laws of the Republic of Lithuania, the Project Promoter and the Project partners shall be prohibited from entering into any corruption agreements with the coordinators of the Programme, beneficiaries, the government officials and other and other third parties, and bribery of foreign officials in international business transactions gives rise to the same criminal liability of natural and legal persons as bribery abroad event if this is not deemed to be a crime in such country.

9.3. In the event of termination of the Agreement, the Project Promoter shall be obliged to repay all funds disbursed under the Agreement to the CPMA. The funds must be repaid within the time limit specified in the letter of the CPMA which cannot be shorter than 2 (two) working days and longer than 10 (ten) working days from the date of the written request of the CPMA to repay all funds disbursed under the Agreement.

9.4. This Agreement may be amended by mutual written agreement between the Parties.

9.5. All amendments, supplements and annexes hereto shall constitute an integral part hereof if they are executed in writing and signed by competent representatives of the Parties hereto.

**10. Validity of the Agreement**

10.1. The Agreement shall come into force from the date of signature thereof and shall remain in force till full performance of the obligations assumed by the Parties hereunder or expiry thereof in other cases provided for in this Agreement or legal acts.

**11. Final Provisions**

11.1. Neither the Agreement nor any rights or duties arising out of the Agreement may be transferred to a third party without a prior written consent of the other Party.

11.2. This Agreement shall be signed in 2 (two) copies of equal legal force in the Lithuanian language, one copy to each Party.

11.3. The contracts signed with a legal person shall be endorsed by the seal of the legal person if the latter must have a seal.

11.4. The terms and conditions of the Agreement may not be disclosed to third parties, except for employees/representatives of the Parties performing the contractual obligations and competent authorities entitled to access such information accordance with the legal acts of the Republic of Lithuania, without a prior written consent of the other Party. The afore-mentioned information shall be disclosed to the employees/representatives of the Parties only to the extent necessary for achievement of the objectives of the Agreement.

**12. Annexes to the Agreement**

12.1. The following annexes shall be attached to this Agreement:

12.1.1. Annex 1 to the Agreement. Project Application (excluding annexes thereto), ......... pages;

12.1.2. Annex 2 to the Agreement. Estimate of the Project, ............pages.

**13. Details and Signatures of the Parties**

|  |  |
| --- | --- |
| **Public Institution Central Project Management Agency**  Address: S. Konarskio g. 13, 03109 Vilnius  Registration number 126125624  A/c LT04 7300 0101 5163 2421  Bank Swedbank AB  Bank code 73000  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Rasa Suraučienė  Date:  L.S. | **..............................................**  Address: ………….. g. …, …… ………..  Registration number  VAT identification number .................  A/c LT ……………….  Bank ………AB  Bank code ………………….  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ....................................  Date:  L.S.. |