

Corrigendum to the Applicant Pack for first call for proposals within the framework of
The Joint Operational Programme Romania-Ukraine-Republic of Moldova 2007-2013
Priorities 1&2 and Priority 3

Pos	Place in the Applicant Guide/ Annexes	Initial	Modified
1	Grant Contract General Conditions	<p>-art 14.1 – “they are incurred during the implementation of the action as specified in Article 2 of the Special Conditions with the exception of costs relating to final reports, expenditure verification and evaluation of the action, whatever the time of actual disbursement by the Beneficiary and/or its partners. Procedures to award subcontracts for goods/services/works <i>used/provided/delivered during the implementation period</i>, as referred to in the article 1.3 paragraph 3, may have been initiated but contracts may not be concluded by the Beneficiary or its partners before the start of the implementation period of the Action, provided the provisions of Annex IV were respected.”</p> <p>-article 15.8 and article 15.7</p> <p>-article 15.9</p> <p>-article 18.2 – “[...]at the rate applied by the European Central Bank to its main refinancing</p>	<p>art 14.1 – deleted: "used/provided/delivered during the implementation period" „they are incurred during the implementation of the action as specified in Article 2 of the Special Conditions with the exception of costs relating to final reports, expenditure verification and evaluation of the action, whatever the time of actual disbursement by the Beneficiary and/or its partners. Procedures to award subcontracts for goods/services/works, as referred to in the article 1.3 paragraph 3, may have been initiated but contracts may not be concluded by the Beneficiary or its partners before the start of the implementation period of the Action, provided the provisions of Annex IV were respected.</p> <p>-the text of article 15.8 has been merged with article 15.7</p> <ul style="list-style-type: none"> - following the re-numbering, the first two paragraphs of 15.9 become article 15.8. - the last two paragraphs become article 15.9 (and are derogated by article 7.2.5 of

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		<p>transactions in euro”</p> <p>-art 18 –</p>	<p>Special Conditions.)</p> <p>-art 18.2 has been completed: „[...] at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union,”</p> <p>A new article has been added: 18.5 "<i>Where necessary the EC may as a donor subrogate itself to the CA</i>"</p>
2	Model Grant Contract Special Conditions	<p>-art 7.1</p> <p>-Art. 3.2 “The Joint Managing Authority undertakes to finance a maximum of <...EURO>, equivalent to 10 % of the estimated total eligible cost of the Action.”</p>	<p>Art.7.1 A new article 7.1.13 has been added: “The first paragraph of Article 1.3 of General Conditions shall be supplemented as follows: <i>In duly justified cases, the subcontracting limit does not apply to actions focused on investment activities, notably to Large Scale Projects.</i>”</p> <p>-Art.3.2 “The Joint Managing Authority undertakes to finance a maximum of <...EURO>, equivalent to 90 % of the estimated total eligible cost of the Action.”</p>

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		Article 7.2.5 “Article 15.10 shall be replaced as follows: [...]”	Article 7.2.5 “Article 15.9 shall be replaced as follows: [...]”
3	Model Grant Contract Annex e9h Financial Guarantee	<p>-first paragraph: “We the undersigned, <name and address of financial institution>1 hereby irrevocably declare that we guarantee as primary obligor, and not merely as a surety, on behalf of <name and address of the Beneficiary>, hereinafter referred to as “the Beneficiary”, payment to the Contracting Authority of <amount of the pre-financing in Euros/>, this amount representing the guarantee referred to in Article 15(7) of the grant contract <Contract number and title> concluded between the Beneficiary and the Contracting Authority, hereinafter referred to as “the Contract”.</p> <p>-the 5th paragraph The law applicable to this guarantee shall be that of <enter Belgium, or the country of the Contracting Authority if this is not the European Commission/country in which the financial institution issuing the guarantee is established>. Any dispute arising out of or in connection with this guarantee shall be referred to the courts of <enter the country of the Contracting Authority if this is not the European Commission >.</p>	<p>First paragraph was replaced by: We the undersigned, <name and address of financial institution> hereby irrevocably declare that we guarantee as primary obligor, and not merely as a surety, on behalf of <name and address of the Beneficiary>, hereinafter referred to as “the Beneficiary”, payment to the Contracting Authority of <amount of the pre-financing in Euros/Contracting Authority currency2>, this amount representing the guarantee referred to in Article 15(7) of the grant contract <Contract number and title> concluded between the Beneficiary and the Contracting Authority, hereinafter referred to as “the Contract”.</p> <p>Footnote 2: “To be used in the case where the contract is in Contracting Authority currency” was inserted. New paragraph has been added “[Any request to pay under the terms of the guarantee must be countersigned by the Head of Delegation of the European Commission (This sentence should be deleted when the Contracting Authority is the Commission)]”</p> <p>The 5th paragraph was completed: The law applicable to this guarantee shall be that of <enter Belgium, or the country of the Contracting Authority if this is not the European Commission/country in which the financial institution issuing the guarantee is established>. Any dispute arising out of or in connection with this guarantee shall</p>

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			be referred to the courts of <enter Belgium, or the country of the Contracting Authority if this is not the European Commission >.
4	Guidelines for applicants	<p>-2.2.1 Application form Clarifications “Applicants may receive requests for clarifications during the evaluation process from the JMA for themselves and all partners. These requests must be answered in maximum 7 calendar days [...]”</p>	<p>-2.2.1 Application form Clarifications “Applicants may receive requests for clarifications during the evaluation process from the JMA for themselves and all partners. These requests must be answered in maximum 10 calendar days [...]”</p>
5	Application Form	<p>3.3.3 Number of staff Members of the project team should be directly employed by the project beneficiaries’ organisation on the basis of a regular work contract between themselves as employees and the project beneficiaries’ organisation as employer. The employee could work full time or part time for the project. In instances where the beneficiary ‘s organisation does not have the adequate professionals to perform the tasks related to the project, they can employ/contract external experts for these tasks.”</p> <p>V. Checklist 5. An electronic version of the Application Form, (which includes all the annexes filled in and all supporting documents) (CD-Rom) is enclosed</p>	<p>3.3.3 Number of staff Members of the team of the Action should be directly employed by the Beneficiary’s and/or partner(s)’ organisation(s) on the basis of a regular work contract between themselves as employees and the Beneficiary’s and/or partner(s)’ organisation(s) as employer(s). The employee(s) could work full-time or part-time for the Action. In instances where the Beneficiary’s and/or partner(s)’ organisation(s) do(es) not have the adequate professionals to perform the tasks related to the Action, external experts may be employed/contracted for these tasks.</p> <p>V. Checklist 5. An electronic version (CD-Rom) of the project proposals (which includes the complete Application Form, budget and logical framework) is enclosed</p>

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6	Annex B	Footnote 15	Footnote 15 was removed