

**THE SWISS-ROMANIAN COOPERATION PROGRAMME**

**THEMATIC FUND AGREEMENT  
FOR THE SCHOLARSHIP FUND**

**BETWEEN**

**THE SWISS FEDERAL COUNCIL**

**REPRESENTED BY**

**THE SWISS AGENCY FOR DEVELOPMENT AND COOPERATION (SDC)  
OF THE SWISS CONFEDERATION**

**AND**

**THE GOVERNMENT OF ROMANIA**

**REPRESENTED BY**

**THE MINISTRY OF PUBLIC FINANCE OF ROMANIA,  
AS THE NATIONAL COORDINATION UNIT (NCU),**

**THE MINISTRY OF EDUCATION, RESEARCH, YOUTH AND SPORT  
and the National Research Council of Romania (CNCS) – Executive Agency for Higher  
Education, Research, Development and Innovation (UEFISCDI)**

**CONCERNING**

**THE GRANT FOR THE SCHOLARSHIP FUND**

**TO BE IMPLEMENTED DURING THE PERIOD**

**5<sup>TH</sup> AUGUST 2011 – 6<sup>TH</sup> DECEMBER 2019**

The Swiss Federal Council (hereinafter referred to as "Switzerland") through the Swiss Agency for Development and Cooperation of the Swiss Confederation, hereinafter referred to as "SDC" and,

The Government of Romania (hereinafter referred to as "Romania") through the Ministry of Public Finance of Romania as the National Coordination Unit, hereinafter referred to as "NCU", the Ministry of Education, Research, Youth and Sport (MERYS) and the National Research Council of Romania (CNCS) and its executive agency (UEFISCDI);

*Referring to the Framework Agreement between the Swiss Federal Council and the Government of Romania concerning the implementation of the Swiss-Romanian cooperation programme to reduce economic and social disparities within the enlarged European Union, signed on 7 September, 2010,*

*Considering the Swiss Grant for the Scholarship Fund in favour of Romania in the context of the Swiss - Romanian Cooperation Programme,*

have agreed as follows:

## Article 1

### **Definitions**

In this Scholarship Fund Agreement, unless the context or the relevant provisions of the Framework Agreement otherwise require, the following terms shall have the following meaning:

- 1.1 "Framework Agreement" means the Agreement between the Swiss Federal Council and the Government of Romania concerning the implementation of the Swiss – Romanian Cooperation Programme to reduce the economic and social disparities within the enlarged European Union, signed on 7 September, 2010;
- 1.2 "Swiss-Romanian Cooperation Programme" (SRCP) means the bilateral programme for the implementation of the above mentioned Framework Agreement;
- 1.3 "Contribution" means the non-reimbursable financial contribution granted by Switzerland to Romania;
- 1.4 "Grant" means the non-reimbursable financial contribution provided by Switzerland under the present Scholarship Fund Agreement;
- 1.5 "Supporting Measure" means a Project, a Thematic Fund, the Project Preparation Facility, the Technical Assistance Fund or other joint activities;
- 1.6 "Activity" means specific assistance for, inter alia, projects, scholarships, partnerships and knowledge transfer provided within a Thematic Fund;
- 1.7 "Thematic Fund Agreement for the Scholarship Fund", hereinafter referred to as "Scholarship Fund Agreement", means the present Agreement between Romania, represented by the Ministry of Public Finance, acting as the National Coordination Unit (NCU), the Ministry of Education, Research, Youth and Sport (MERYS) and the National Research Council of Romania (CNCS) and its executive agency (UEFISCDI), and Switzerland, represented by the Swiss Agency for Development and Cooperation (SDC), which lays

down the rights and obligations of the Contracting Parties regarding the implementation of the Scholarship Fund;

- 1.8 "National Coordination Unit" (NCU) means the Romanian unit in charge of the coordination of the Swiss - Romanian Cooperation Programme. In reference to the Framework Agreement, Art. 9.1, Romania has authorized the Ministry of Public Finance to act on its behalf as the NCU for the Swiss - Romanian Cooperation Programme;
- 1.9 "Contracting Parties" to the Scholarship Fund Agreement are Romania, represented by the NCU, MERYS and CNCS – UEFISCDI on one side and Switzerland, represented by SDC on the other side;
- 1.10 "Swiss Intermediate Body" (SIB) means any legal public or private entity mandated by Switzerland for the management of a Thematic Fund;
- 1.11 "Mandate Agreement" means the agreement between SDC and the SIB for the implementation of a Thematic Fund;
- 1.12 The Rectors' Conference of the Swiss Universities (CRUS) represents the SIB appointed by SDC for the implementation of the Scholarship Thematic Fund;
- 1.13 The National Research Council of Romania (CNCS) - Executive Agency for Higher Education, Research, Development and Innovation (UEFISCDI) represents the Romanian partner of CRUS (as "Coordination Body");
- 1.14 Sciex-NMS<sup>ch</sup> means the Scientific Exchange Programme between Switzerland and the New Member States of the European Union and in particular between Switzerland and Romania;
- 1.15 Scholarship means a research project financed from the Scholarship Fund covering a research fellowship for junior researchers and short-term research visits for senior researchers;
- 1.16 Host institution means the university from Switzerland that hosts the research project.

## Article 2

### **Objectives and Scope of the Scholarship Fund**

- 2.1. The objective of the Scholarship Fund is to establish scientific partnerships between Romania and Switzerland. The Scholarship Fund channels the Swiss contribution to the activities aiming at reaching this objective.
- 2.2. The Scholarship Fund has to be established, managed and implemented by the SIB according to the following documents, forming an integral part of the present Scholarship Fund Agreement and listed by order of precedence in terms of legal applicability:
  - a) the Framework Agreement and its Annexes, particularly the Annex 4 and its sections A and B.5;
  - b) the present Scholarship Fund Agreement;
  - c) the Programme Document for the Scholarship Fund (Sciex-NMS<sup>ch</sup>), including the

Budget (Appendix).

### Article 3

#### **Amount and Utilization of the Scholarship Fund**

- 3.1 Switzerland shall provide a Grant in **Swiss Francs amounting to a maximum of CHF 8'000'000** (eight million Swiss francs) in favour of Romania for the implementation and management of the Scholarship Fund as defined in Art. 2.

The Grant shall be managed in Switzerland and its financing is considered as Swiss contribution in favour of Romania.

- 3.2 The coordination activities expenses of the CNCS - UEFISCDI, including the information on Sciex-NMS<sup>ch</sup>, the selection process for fellowships, shall be provided by the MERYS as parallel financing and shall be considered as co-financing of the Romanian part.
- 3.3 The final date for eligibility of costs for the Scholarship Fund in general corresponds with the end of the Scholarship Fund as defined in Art. 19.6. Taking into account that the implementing period provided in the Programme document for the Scholarship Fund (Sciex-NMS<sup>ch</sup>) ends in 2016, CRUS's costs for reporting, auditing and evaluation can be considered eligible until June 30, 2017.
- 3.4 Any unutilised portion of the Grant remaining at the completion of scientific partnerships shall be eligible for re-allocation as mutually agreed by the Contracting Parties.

### Article 4

#### **Payment Procedures**

- 4.1 CRUS is responsible for the financial administration of the entire Program budget (budgeting, account keeping, reporting).
- 4.2 SDC informs the NCU at latest one month after the end of the year in question on the payments made to the SIB. The payments reported by SDC shall be included in the annual reports on the Swiss-Romanian Cooperation Programme as stipulated in Art. 8 of the Framework Agreement.

### Article 5

#### **Responsibilities of SDC**

- 5.1 SDC, with the support of the Swiss Contribution Office in Bucharest, supervises and steers the implementation of the Scholarship Fund. SDC ensures the establishment and operation of a monitoring system for the Scholarship Fund.
- 5.2 SDC shall take or cause to take all actions within its field of competences and responsibility, including coordination and other measures, necessary or appropriate, for the use of the Grant in accordance with this Scholarship Fund Agreement.

- 5.3 SDC shall conclude a Mandate Agreement with the SIB. After its conclusion, the Mandate Agreement will be sent by SDC to NCU in informative purposes. In the area of its competence SDC shall secure the management and implementation of the Scholarship Fund by the mandated SIB in line with the stipulations of the present agreement and the Framework Agreement.
- 5.4 The Mandate Agreement shall be in full conformity with this Scholarship Fund Agreement as well as with the Framework Agreement. It shall stipulate, inter alia, the implementation, planning and management responsibilities of CRUS, disbursements, financial audit, monitoring, steering, reporting, review and evaluation.

## Article 6

### **Responsibilities of NCU**

- 6.1 The NCU shall take or cause to take all actions within its field of competences and responsibility, including coordination and other measures necessary or appropriate for facilitating the implementation of the Scholarship Fund in Romania, according to Article 9.3 of Annex 4 of the Framework Agreement.
- 6.2 The NCU shall ensure the adoption of the necessary national legal documents for the implementation and monitoring of the Scholarship Fund in Romania.
- 6.3 The NCU shall at all times clearly state that it is acting within the framework of the Swiss-Romanian Cooperation Programme to reduce economic and social disparities within the enlarged European Union. All publications shall refer to the Scholarship Fund as a "Swiss-Romanian project". The general public in Romania shall be informed adequately about the Scholarship Fund and the support provided by Switzerland.

## Article 7

### **Responsibilities of the SIB**

- 7.1 The Rectors' Conference of the Swiss Universities CRUS, Sennweg 2, 3000 Bern 9, acts as the Swiss Intermediate Body (SIB) for the Scholarship Fund in Switzerland and Romania.
- 7.2 The SIB is responsible for the set-up and management of the Scholarship Fund in Romania, for the establishment of the Scholarship portfolio, for the build-up, contracting and the supervision of the Scholarship and for the reporting on the Scholarship Fund.
- 7.3 The main tasks of the SIB are described in the Programme Document for the Scholarship Fund (Sciex-NMS<sup>ch</sup>) (Appendix).
- 7.4 Tasks, responsibilities and obligation, including financial parameters for the service provided by SIB are further detailed in the Mandate Agreement.

## Article 8

### **Steering Committee**

- 8.1 The Steering Committee of the Sciex-NMS<sup>ch</sup> Programme is responsible for the general operational decisions of the programme. It also discusses and approves proposed scholarships.
- 8.2 The Steering Committee is composed of the Swiss research stakeholders, i.e. delegated representatives of the following organisations: CRUS (1 delegate as President of the Steering Committee); State Secretariat for Education and Research (1 delegate ESKAS); the Swiss National Science Foundation (1 delegate career development, 1 delegate international cooperation); Swiss cantonal universities and Swiss Federal Institutes of Technology (2 delegates elected by CRUS with one vote); Swiss Universities of Applied Sciences (1 delegate elected by KFH); ETH-Domain (1 delegate elected by ETH-Rat); Bridge to the Research Institutions outside the university sector (1 delegate elected by SER) as well as SDC (1 delegate). Romania may delegate an observer to the Steering Committee.

## Article 9

### **Selection and approval of scholarships**

- 9.1 Selection and approval of scholarships shall follow the procedure described in the Programme Document for the Scholarship Fund (Sciex-NMS<sup>ch</sup>). For each scholarship, the SIB issues a contract to the host institution. CRUS will sign a Memorandum of Understanding with the Coordination Body in Romania according to Art. B.5.4 of Annex 4 of the Framework Agreement and the Programme Document for the Scholarship Fund (Sciex-NMS<sup>ch</sup>).

Evaluation criteria in Switzerland, the rules for selection and decision on the submitted proposals will be defined by the Steering Committee and will be introduced in the call documents organized within the Scholarship Thematic fund.

- 9.2 The decision for financing of scholarships will be accomplished by the Steering Committee of the Sciex-NMS<sup>ch</sup> Programme and will be based on the results of the evaluation and the available financial allocation for scholarships.

## Article 10

### **Flow of funds**

- 10.1 SDC will transfer instalments to a separate CRUS account on a call forward-basis. CRUS releases funds to specific Sciex account positions within the host institutions financial accounts for scholarships assigned by the Steering Committee.
- 10.2 Any gross interest must be indicated in the respective accounts statement and credited towards the next payment.

## Article 11

### **Monitoring and Reporting**

11.1 Monitoring shall take place at the level of the entire Scholarship Fund and at the scholarship level. SDC shall ensure monitoring at the level of the entire fund. The SIB shall be responsible for monitoring at the level of the scholarships and at the programme level. Articles 11.2 to 11.4 detail monitoring and reporting requirements. These requirements may be adapted in the course of the implementation of the Scholarship Fund provided changes have been accepted by the contracting parties.

11.2 **At the level of the programme**, the SIB will inform SDC and the members of the Steering Committee via regular operational and financial reports as well as a completion report about management activities and progress made in the Scholarship, including the experience gained through implementing the programme.

A detailed financial and operational monitoring system will be developed by CRUS at the beginning of the Programme implementation. The details of reporting are described in the Programme Document for the Scholarship Fund (Sciex-NMS<sup>ch</sup>).

11.3 **At the level of scholarships**, under the responsibility of the Swiss host institution in charge, the fellowship recipient will submit a brief progress report every six months. An assessment will be submitted by the host institution and the fellowship recipient at the end of the scholarship.

11.4 The SIB will develop and operate the data base which will allow the case management of individual scholarships and the monitoring of the overall programme implementation.

## Article 12

### **Right of Examination**

Switzerland, as well as any third party appointed by it, shall have the right to conduct a comprehensive assessment or review of the activities implemented under the Scholarship Fund, and shall be granted full access to all documents and information related to the implementation of the Scholarship Fund, settled by this agreement, during its implementation and ten years after the completion of the Sciex-NMS<sup>ch</sup> Programme. The SIB shall, upon request, ensure that the above mentioned third party representatives are accompanied by the relevant personnel and are provided with the necessary assistance.

## Article 13

### **Common Concern**

The Contracting Parties share a common concern in the fight against misuse of funds, which jeopardises good governance and the proper use of resources needed for development, and, in addition, endangers fair and open competition based on price and quality. They declare, therefore, their intention of combining their efforts to fight misuse of funds and, in particular, declare that whoever asks for, lets himself/herself be promised or accepts an advantage for acting or refraining from acting in the context of a mandate or contract within the framework of the present agreement will be considered to have committed an illegal act which shall not be accepted. Any actual case of this kind shall constitute sufficient grounds to justify termination of the present agreement, the annulment

of the procurement or resulting award, or for taking any other corrective measure laid down by the applicable law.

#### Article 14

##### **Liability**

Each party is liable for any damages or injury, or other possible adverse effects caused to the other party for failure or delay in performance and / or malfunction of its obligations under the present agreement.

The contracting parties do not assume any risk or responsibility whatsoever for any damages, injuries, or other possible adverse effects caused by the activities implemented by third parties, financed under the Scholarship Fund in Romania.

#### Article 15

##### **Settlement of Disputes**

Any dispute which may result from the application of this Scholarship Fund Agreement shall be solved by diplomatic means.

#### Article 16

##### **Irregularities Clause**

16.1 "Irregularity" means any breach of Romanian or Swiss law, the Framework Agreement, the Thematic Fund Agreement for the Scholarship Fund and/or related contracts, which has led or could lead to prejudicing the grant of the Romanian-Swiss Programme through unjustified expenditure.

16.2 In case of irregularities, willfully or negligently caused by a contracting party or the SIB or a host institution regarding the execution of the Scholarship Fund Agreement and annexes thereto, Switzerland and/or Romania is entitled to:

- (a) Stop payments immediately;
- (b) Instruct the other contracting party to stop payments from the Contribution;
- (c) Ask repayment of illegitimately paid amounts at any stage of the activities.

16.3 Prior to making such a decision, SDC and NCU shall enter into a dialogue to ensure that it is based on accurate and correct facts.

16.4 In case of irregularities caused by the SIB, SDC will enter into dialogue with NCU in order to find an alternative solution for the continuation of implementation of activities within the Scholarship Fund.



16.5 SDC or the NCU shall immediately and in written form communicate the reasons for their respective instructions to the other party and the other actors involved.

Article 17

### **Annexes**

Appendix "Programme Document for the Scholarship Fund (Sciex-NMS<sup>ch</sup>)" forms an integral part of this Scholarship Fund Agreement.

Article 18

### **Competent Authorities**

18.1 For the Government of Romania:

Ministry of Public Finance  
Apolodor 17, Street  
District 5, 050741, Bucharest  
Romania  
tel: +40 21 319 98 58  
Fax: +40 21 315 13 66  
[www.mfinante.ro](http://www.mfinante.ro)

Ministry of Education, Research, Youth and Sport  
General Berthelot 28-30, Street  
District 1, 010168, Bucharest  
Romania  
tel: +40 21 405 62 00  
[www.edu.ro](http://www.edu.ro)

National Research Council of Romania - Executive Agency for Higher Education,  
Research, Development and Innovation  
Mendeleev 21-25, Street  
District 1, Bucharest  
Romania  
Tel. +4021 3071918  
Fax. +40 21 3071919  
[www.cncs-uefiscdi.ro](http://www.cncs-uefiscdi.ro)  
[www.uefiscdi.ro](http://www.uefiscdi.ro)

18.2 For the Swiss Federal Council :

Swiss Agency for Development and Cooperation (SDC)  
Freiburgerstrasse 130  
CH - 3003 Bern  
Switzerland  
Tel: +41 31 32 25 735 / Fax: +41 31 32 41 696

Swiss Contribution Office for Romania  
Embassy of Switzerland  
16-20, Grigore Alexandrescu Street  
010626 Bucharest 1  
Romania  
Tel.: +40 21 206 16 80  
Fax: +40 21 206 16 20

- 18.3 All communication to Switzerland between Parties with regard to this Scholarship Fund Agreement shall be established in English language and directed to the Swiss Contribution Office in Bucharest, which acts as a contact point for the NCU with regard to the official information referring to the Scholarship Fund.

#### Article 19



##### **Entry into Force, Amendments, Duration and Termination**

- 19.1 This Scholarship Fund Agreement shall enter into force on the date of its signing by the Contracting Parties and shall remain in force until all obligations under it have been fulfilled.
- 19.2 This Scholarship Fund Agreement can be terminated at any time by one of the Contracting Parties upon a six-month prior written notice containing its justification. Prior to making such a decision, the Contracting Parties shall enter into a dialogue to ensure that it is based on accurate and correct facts. The Contracting Parties shall decide by mutual agreement on any consequences of the termination.
- 19.3 If either Contracting Party considers that the objectives of the Scholarship Fund Agreement can no longer be achieved or that the other Contracting Party is not meeting its obligations, it shall have the right to suspend immediately the application of this agreement by giving the other Contracting Party a written notice on the grounds.
- 19.4 The written notices regarding the termination or suspension of the present Agreement will be done and sent by NCU in case of Romania or by SDC in case of Switzerland.
- 19.5 Any amendment to this Scholarship Fund Agreement and its annex shall be made in writing with the mutual agreement of NCU and SDC and according to their respective procedures.
- 19.6 The Scholarship Fund shall be operational starting from the date of signing and ending on 6<sup>th</sup> December, 2019.


Done in Bucharest, Romania, on 05 of August 2011 in five originals in the English language.

For the Swiss Agency for Development and  
Cooperation

Thomas Stauffer  
Head of the Swiss Contribution Office  
Swiss Embassy

For the National Coordination Unit

  
Dan Tudor Lazar  
Secretary of State

For the Ministry of Education,  
Research, Youth and Sport

  
Daniel Funeriu  
Minister

For the National Research Council of  
Romania  
Alexandru Babes  
President

For the Executive Agency for Higher  
Education, Research, Development  
and Innovation  
Adrian Curaj  
General Director