

PATVIRTINTA

Viešosios įstaigos Centrinės projektų  
valdymo agentūros direktoriaus 2021 m.  
lapkričio 30 d. įsakymu Nr. 2021/8-377

*(Projekto įgyvendinimo sutarties, trunkančio vienerius metus, dvikalbis projektas)*

| <b>PROJEKTO ĮGYVENDINIMO<br/>SUTARTIS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>PROJECT IMPLEMENTATION<br/>AGREEMENT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
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| <b>DĖL PROJEKTO NR. [REDACTED] „[REDACTED]“<br/>ĮGYVENDINIMO</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>CONCERNING IMPLEMENTATION OF<br/>PROJECT NO [REDACTED] “[REDACTED]”</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 202_ m. [REDACTED] d.<br><i>(Netaikoma, jei sutartis pasirašoma el. parašu)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | [REDACTED] 202_<br><i>(Not applicable if the agreement is signed by e-<br/>signature)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <p><b>Viešoji įstaiga Centrinė projektų valdymo agentūra</b> (CPVA), atstovaujama CPVA direktoriaus pavaduotojos [REDACTED], veikiančios pagal teisės aktų jai suteiktus įgaliojimus,</p> <p>ir [REDACTED] (Projekto vykdytojas), atstovaujamas <i>(nurodomos pareigos, vardas ir pavardė)</i>, veikiančios pagal [REDACTED],</p> <p>toliau abu kartu vadinami Šalimis, o kiekvienas atskirai – Šalimi,</p> <p>atsižvelgdamos į 1997 m. lapkričio 21 d. Konvenciją dėl kovos su užsienio pareigūnų papirkimu sudarant tarptautinius verslo sandorius bei Ekonominio bendradarbiavimo ir plėtros organizacijos Tarybos 2016 m. lapkričio 16 d. Rekomendacijas vystomojo bendradarbiavimo dalyviams dėl korupcijos rizikos valdymo,</p> <p>vadovaudamosi Valstybės ir savivaldybių institucijų ir įstaigų vystomojo bendradarbiavimo veiklos įgyvendinimo ir humanitarinės pagalbos tvarkos aprašo, patvirtinto Lietuvos Respublikos Vyriausybės 2014 m. kovo 26 d. nutarimu Nr. 278 „Dėl Valstybės ir savivaldybių institucijų ir įstaigų vystomojo bendradarbiavimo veiklos įgyvendinimo ir humanitarinės pagalbos teikimo tvarkos aprašo patvirtinimo“ (toliau – Aprašas), 42 punktu, Užsienio reikalų ministerijos vystomojo bendradarbiavimo ir</p> | <p><b>The Public Institution Central Project Management Agency</b> (the “CPMA”), represented by the Deputy Director of the CPMA [REDACTED], acting in accordance with powers granted to her by the legal acts,</p> <p>and [REDACTED] (the “Project Promoter”), represented by the Chairperson [REDACTED] <i>(indicate a position, name and surname)</i>, acting in accordance with the [REDACTED],</p> <p>hereinafter collectively referred to as the “Parties” and individually as a “Party”,</p> <p>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,</p> <p>following paragraph 42 of the Description of the Procedure for the Implementation of Development Cooperation Activities and Provision of Humanitarian Aid by State and Municipal Institutions and Agencies 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 and Provision of Humanitarian Aid by State and Municipal Institutions” (the “Description”), paragraph 19.2 of the</p> |

paramos demokratijai programos (toliau – Programa) įgyvendinimo tvarkos aprašo, patvirtinto Lietuvos Respublikos užsienio reikalų ministro 2014 m. balandžio 17 d. įsakymu Nr. V-62 „Dėl Vystomojo bendradarbiavimo ir paramos demokratijai programos įgyvendinimo tvarkos aprašo patvirtinimo“ (Lietuvos Respublikos užsienio reikalų ministerijos Aprašas) 19.2 papunkčiu ir 2021 m. [redacted] tarp Lietuvos Respublikos užsienio reikalų ministerijos (Ministerija) ir CPVA pasirašyta jungtinės veiklos sutartimi Nr. [redacted] bei jos priedais dėl Programos įgyvendinimo,

sudaro šią sutartį dėl projekto Nr. [redacted] „(Projektas) įgyvendinimo (Sutartis).

### 1. Sutarties dalykas

1.1. Sutartimi Šalys susitaria bendradarbiauti Sutartyje ir Lietuvos Respublikos teisės aktuose nustatyta tvarka įgyvendinant Projektą ir nustato bendradarbiavimo sąlygas ir finansinius įsipareigojimus.

1.2. Detalus Projekto aprašymas ir jo sąmata pagal veiklas pateikiami Projekto paraiškoje ir Projekto sąmatoje (Sutarties 1 ir 4 priedai).

1.3. Projekto sąmatoje nustatyta didžiausia Projekto tinkamų finansuoti išlaidų suma – Eur, iš jų:

1.3.1. Projekto vykdytojui skiriama iki [redacted] Eur Programos lėšų Projekto sąmatoje nurodytoms Projekto tinkamoms finansuoti išlaidoms apmokėti. Projektui skiriamos Programos lėšos sudaro ne daugiau kaip [redacted] procentus visų tinkamų finansuoti Projekto išlaidų.

1.3.2. Projekto vykdytojas įsipareigoja skirti Projektui įgyvendinti ne mažiau nei procentų projekto vykdytojo nuosavų arba kitų Projekto finansavimo šaltinių lėšų (toliau –

Description of the Procedure for the Implementation of the Development Cooperation and Democracy Promotion Programme of the Ministry of Foreign Affairs (the “Programme”) 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” (the “Description of the Ministry of Foreign Affairs of the Republic of Lithuania”) and Joint Activity Agreement No [redacted] and its annexes concerning implementation of the Programme, signed on [redacted] 20[redacted] by and between the Ministry of Foreign Affairs of the Republic of Lithuania (the “Ministry”) and the CPMA,

have concluded this agreement on implementation of project No [redacted] “[redacted]” (the “Project”) (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 (Annex 1 and Annex 4 hereto).

1.3. The maximum eligible costs of the Project established in the estimate of the Project shall be EUR including the following:

1.3.1. The amount of up to EUR [redacted] 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 not more than [redacted] per cent of all eligible costs of the Project.

1.3.2. The Project Promoter shall undertake to allocate not less than [redacted] per cent of own funds of the Project Promoter or other sources of financing the Project for implementation of the

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| <p>nuosavas indėlis) Projekto sąmatoje nurodytoms Projekto tinkamoms finansuoti išlaidoms apmokėti.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <p>Project, (the “own contribution”) for payment of the eligible costs of the Project indicated in the estimate of the Project.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <p style="text-align: center;"><b>2. Šalių teisės ir įsipareigojimai</b></p> <p>2.1. CPVA įsipareigoja:</p> <p>2.1.1. teikti dalykinę ir metodinę pagalbą Projekto vykdytojiui Projekto įgyvendinimo metu;</p> <p>2.1.2. tinkamai vykdyti kitus Sutartyje ir Lietuvos Respublikos teisės aktuose numatytus įsipareigojimus.</p> <p>2.2. Projekto vykdytojas įsipareigoja:</p> <p>2.2.1. įgyvendinti Projektą iki d. imtinai;</p> <p>2.2.2. pateikti užpildytą ir pasirašytą Užsienio reikalų ministro 2014 m. lapkričio 11 d. įsakymu Nr. V-226 „Dėl rekomenduojamų formų, reikalingų Vystomojo bendradarbiavimo veiklai įgyvendinti, patvirtinimo“ patvirtintos formos Projekto vykdymo ataskaitą <i>per 10 darbo dienų nuo Sutarties 2.2.1 papunktyje numatytos Projekto įgyvendinimo pabaigos/(įrašoma konkreti data, jei projekto įgyvendinimo terminas ilgesnis nei spalio 1 d.)</i>. Pasirašyta projekto vykdymo ataskaita kartu su Projekto išlaidas pagrindžiančių ir jų apmokėjimą įrodančių ar lygiavertės įrodomosios vertės dokumentų kopijomis bei Projekto vykdymo ataskaitos ir jos finansinio priedo elektroninės versijos siunčiamos el. paštu <a href="mailto:info@cpva.lt">info@cpva.lt</a>;</p> <p>2.2.3. užtikrinti nuosavą indėlį, kuris numatytas Sutarties 1.3.2 papunktyje. Projekto vykdytojas kartu su Projekto vykdymo ataskaita turi pateikti CPVA informaciją apie nuosavo indėlio panaudojimą Projektui ir nuosavo indėlio panaudojimą pagrindžiančius dokumentus;</p> <p>2.2.4. neprašyti apmokėti Programos lėšomis pridėtinės vertės mokesčio (PVM), kuris vadovaujantis Lietuvos Respublikos įstatymais, kitais teisės aktais, gali būti įtraukiamas į PVM atskaitą ir susigražintas Projekto vykdytojo. Projekto vykdytojas įsipareigoja neprašyti apmokėti PVM iš Programos lėšų nuo to momento, kai įgyja teisę susigražinti PVM bet kokiais kitais būdais (nepriklausomai nuo to, ar Projekto vykdytojas šia teise pasinaudojo ar ne). Projekto vykdytojas negali traukti į PVM</p> | <p style="text-align: center;"><b>2. Rights and Obligations of the Parties</b></p> <p>2.1. The CPMA shall undertake:</p> <p>2.1.1. to provide material and methodological assistance to the Project Promoter in the course of implementation of the Project.</p> <p>2.1.2. properly to perform other obligations provided for in the Agreement and the legal acts of the Republic of Lithuania.</p> <p>2.2. The Project Promoter shall undertake:</p> <p>2.2.1. to implement the Project till [redacted];</p> <p>2.2.2. to submit a completed and signed report on implementation of the Project, approved by the Minister of Foreign Affairs November 11, 2014 Order no. V-226 "Approval of recommended forms for the implementation of Development Cooperation Activities", <i>within 10 working days from the end of implementation of the Project referred to in paragraph 2.2.1/ (insert specific date if project implementation deadline is longer than 1 October)</i>. The signed Project implementation Report, together with copies of the supporting documents proving or proving the costs of the Project or equivalent, as well as electronic versions of the Project Implementation Report and its financial annex shall be sent by e-mail <a href="mailto:info@cpva.lt">info@cpva.lt</a>;</p> <p>2.2.3. to secure the own contribution provided for in paragraph 1.3.2 hereof. Alongside with the report 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.</p> <p>2.2.4. not to request to pay the value added tax (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</p> |

atskaitą ar kitaip susigražinti to PVM, kuris jau buvo kompensuotas iš Programos lėšų. Projekto vykdytojai išsiregistravus PVM mokėtoju ar išsiregistravus iš PVM mokėtojų registro, jis turi nedelsiant, bet ne vėliau kaip per 5 darbo dienas, CPVA pateikti tai patvirtinantį dokumentą;

2.2.5. pateikti Užsienio reikalų ministro 2014 m. lapkričio 11 d. įsakymu Nr. V-226 „Dėl rekomenduojamų formų, reikalingų Vystomojo bendradarbiavimo veiklai įgyvendinti, patvirtinimo“ patvirtintos formos Projekto pažangos ataskaitą iki *(nurodyti datą, kuri turi sutapti su 10 darbo dienų po to, kai praeina pusė Sutarties 2.2.1 papunktyje numatyto termino, iki kurio Projekto vykdytojas privalo įgyvendinti Projektą)*, kurioje turi pateikti informaciją apie Projekto įgyvendinimo eigą, įgyvendintas veiklas, kylančius sunkumus ir priemones jiems pašalinti. Jeigu pagal Projekto pažangos ataskaitą nustatoma, kad Projekto vykdytojas negalės įgyvendinti visų ar dalies Projekto veiklų, ir Projekto vykdytojas nepateikia pagrįsto siūlymo šioms veikloms numatytas lėšas panaudoti kitoms veikloms, jis privalo per 10 darbo dienų nuo CPVA rašytinio pareikalavimo grąžinti šioms veikloms skirtas lėšas;

2.2.6. Projektui įgyvendinti skirtas Programos lėšas naudoti tik Sutartyje numatytam Projektui įgyvendinti, Sutarties 3.10 papunkčio reikalavimus atitinkančioms ir tik Sutarties 4 priede numatytais išlaidoms apmokėti;

2.2.7. CPVA žodžiu arba raštu pareikalavus, suteikti visą prašomą informaciją, susijusią su Projekto įgyvendinimu per CPVA nurodytą terminą, kuris negali būti trumpesnis kaip 2 darbo dienos;

2.2.8. užtikrinti, kad Projekto vykdytojo partneriai sudarytų sąlygas atitinkamoms kontrolės ir (arba) priežiūros institucijoms tikrinti, kaip Projektas įgyvendinamas;

2.2.9. Projekto viešinimą vykdyti pagal kartu su Projekto paraiška pateiktą viešinimo planą, skelbti informaciją apie vykdomą Projektą savo

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 working days furnish the CPMA with the supporting document.

2.2.5. to submit the Project progress report approved by the Minister of Foreign Affairs November 11, 2014 Order no. V-226 "Approval of recommended forms for the implementation of Development Cooperation Activities" containing information on the progress of implementation of the Project, the implemented activities, arising difficulties and measures for addressing such difficulties *(insert specific date - within 10 working days from the date of the lapse of a half of the time limit provided for in paragraph 2.2.1 hereof before expiry of which the Project Promoter must implement the Project)*. 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.

2.2.6. 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 3.10 hereof and only provided for in Annex 4 hereto.

2.2.7. 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 working days.

2.2.8. 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.

2.2.9. to carry out promotion of the Project according to the promotion plan provided alongside with the Project application, publish

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| <p>interneto svetainėje, taip pat (jeigu yra galimybė) viešinti kitose visuomenės informavimo priemonėse ir kitais būdais užtikrinti Projekto matomumą. Viešindamas Projektą Projekto vykdytojas įsipareigoja naudoti Ministerijos ir Vystomojo bendradarbiavimo ir paramos demokratijai programos logotipus ir nurodyti, kad Projektas yra finansuojamas Programos lėšomis;</p> <p>2.2.10. Ministerijos vystomojo bendradarbiavimo ir humanitarinės pagalbos teikimo komisijai (Komisija) patvirtinus Projekto vykdymo ataskaitą ir Projekto vykdytojai gavus apie tai informaciją iš CPVA, ne vėliau kaip per CPVA rašte nurodytą terminą, kuris negali būti trumpesnis kaip 2 darbo dienos, pasirašyti Veiklų įgyvendinimo patvirtinimo aktą ir jį pateikti CPVA el. paštu <a href="mailto:info@cpva.lt">info@cpva.lt</a>;</p> <p>2.2.11. ne vėliau kaip likus 5 darbo dienoms iki Projekte numatytų mokymų, seminaro, konferencijos ir (ar) kito renginio pradžios turi pateikti CPVA informaciją apie kiekvieną numatytą renginį CPVA nustatyta tvarka;</p> <p>2.2.12. tinkamai vykdyti kitus Sutartyje ir Lietuvos Respublikos teisės aktuose numatytus įsipareigojimus.</p> <p>2.2.13. Visa iš Projekto lėšų sukurta medžiaga žymima Ministerijos logotipu ir nurodoma, kad „Projektas finansuojamas iš Lietuvos Respublikos užsienio reikalų ministerijos Vystomojo bendradarbiavimo ir paramos demokratijai programos lėšų“, naudojant CPVA interneto tinklapyje adresu <a href="http://www.cpva.lt">www.cpva.lt</a> nurodytą Programos ženklą.</p> <p style="text-align: center;"><b>3. Projekto finansavimas, mokėjimų terminai ir tvarka</b></p> <p>3.1. Sutarties 1.3.1 papunktyje nurodytas lėšas Projektui įgyvendinti CPVA perveda Projekto vykdytojui tokia tvarka:</p> <p>3.1.1. 80 proc. (           Eur) Sutarties 1.3.1 papunktyje nurodytos sumos CPVA perveda į Projekto vykdytojo Sutartyje nurodytą sąskaitą</p> | <p>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 Programme.</p> <p>2.2.10. after approval of the Project implementation report by the Development Cooperation and Humanitarian Aid Commission of the Ministry (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 by e-mail <a href="mailto:info@cpva.lt">info@cpva.lt</a> which cannot be shorter than 2 working days.</p> <p>2.2.11. to furnish the CPMA with information on every planned event under the procedure established by the CPMA not later than 5 working days to the start of the training, seminar, conference and/or another event provided for in the Project.</p> <p>2.2.12. to properly perform other obligations provided for in the Agreement and legal acts of the Republic of Lithuania.</p> <p>2.2.13. 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 of the Ministry of Foreign Affairs of the Republic of Lithuania” using the sign of the Programme indicated on the website of the CPMA at <a href="http://www.cpva.lt">www.cpva.lt</a>.</p> <p style="text-align: center;"><b>3. Funding of the Project, Time Limits for Payment and Payment Procedure</b></p> <p>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:</p> <p>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</p> |
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| <p>per 5 darbo dienas po to, kai šias lėšas gauna iš Ministerijos, bet ne vėliau kaip per 20 darbo dienų nuo Sutarties įsigaliojimo dienos (išskyrus Sutarties 3.3. punkte numatytą atvejį);</p> <p>3.1.2. Komisijai patvirtinus Projekto vykdymo ataskaitą, t. y., nustčius Projekto tinkamų finansuoti išlaidų sumą, ir įvertinus nuosavo indėlio procento, numatyto Sutarties 1.3.2 papunktyje, užtikrinimą, ir tokiu būdu nustčius iš Programos lėšų projektui išmokamą tinkamų finansuoti išlaidų sumą, jeigu:</p> <p>3.1.2.1. išmokamų Programos lėšų dalis nuo tinkamų finansuoti Projekto išlaidų sumos yra didesnė nei pagal 3.1.1 papunkčio nuostatas Projekto vykdytoji pervesta suma, lėšų skirtumą CPVA perveda į Projekto vykdytojo Sutartyje nurodytą sąskaitą per 7 darbo dienas po to, kai abi Sutarties šalys pasirašo Veiklų įgyvendinimo patvirtinimo aktą ir CPVA šias lėšas gauna iš Ministerijos;</p> <p>3.1.2.2. išmokamų Programos lėšų dalis nuo tinkamų finansuoti Projekto išlaidų sumos yra mažesnė nei pagal 3.1.1 papunkčio nuostatas Projekto vykdytoji pervesta suma, Projekto vykdytojas privalo per CPVA rašte nurodytą terminą, kuris negali būti trumpesnis kaip 2 darbo dienos ir ilgesnis kaip 10 darbo dienų nuo CPVA rašytinio pareikalavimo grąžinti CPVA nepanaudotas ir (ar) netinkamai panaudotas lėšas.</p> <p>3.2. Projekto tinkamomis finansuoti išlaidomis laikomos ir Sutarties 1.3.1 papunktyje nurodytos Programos lėšos skiriamos išlaidoms, būtinoms projekto veikloms įgyvendinti ir patirtoms nepažeidžiant teisės aktų, apmokėti už veiklas, vykdytas nuo Sutarties įsigaliojimo dienos iki Sutarties 2.2.1 papunktyje nurodytos datos. Visus su Projekto vykdymu susijusius pirkimus, lėšų pavidimus, ir kitus finansinius veiksmus Projekto vykdytojas ir Projekto partneris (-iai) privalo atlikti ne vėliau kaip iki Sutarties 2.2.1 papunktyje nurodytos datos. Tinkamomis finansuoti gali būti pripažintos tik tokios</p> | <p>Promoter in the Agreement within 5 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 case provided for in paragraph 3.3. hereof);</p> <p>3.1.2. after the Commission approves the 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 paragraph 1.3.2 hereof, thus, determines the amount of eligible costs disbursed for the Project from the funds of the Programme if:</p> <p>3.1.2.1. 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 hereof, the CPMA shall transfer the difference of the funds to the account of the Project Promoter indicated in the Agreement within 7 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;</p> <p>3.1.2.2. 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 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 working days and longer than 10 working days from the written request of the CPMA.</p> <p>3.2. The eligible costs of the Project shall also be deemed to include the funds of the Programme referred to in paragraph 1.3.1 of the Agreement shall be the costs necessary for the implementation of the project activities and incurred in compliance with the legislation, for activities carried out from the effective date of the Agreement to the date referred to in paragraph 2.2.1 hereof. All procurements related to implementation of the Project, 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</p> |
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išlaidos, kurios patirtos ir apmokėtos nuo Sutarties įsigaliojimo dienos iki Sutarties 2.2.1 papunktyje nurodytos datos. Nuosavo indėlio, numatyto Sutarties 1.3.2 papunktyje, užtikrinimą patvirtinančioms išlaidoms taip pat taikomos šiame Sutarties papunktyje išvardintos sąlygos.

3.3. Jeigu Ministerija CPVA laiku neperveda lėšų Vystomojo bendradarbiavimo ir paramos demokratijai programos projektams įgyvendinti, CPVA informuoja apie tai Projekto vykdytoją el. paštu ir Projektui įgyvendinti skirtas lėšas perveda Projekto vykdytojui per 5 darbo dienas po to, kai bus gautos reikalingos lėšos.

3.4. Mokėjimai Projekto vykdytojui atliekami eurais. Mokesčiai, kuriuos taiko kredito institucijos už pinigų pervedimą ir įskaitymą, mokami taip: mokesčius, kuriuos už pavedimą taiko kredito įstaiga, iš kurios CPVA atlieka pavedimą, moka CPVA, o mokesčius, kuriuos už pinigų įskaitymą taiko Projekto vykdytojo kredito įstaiga, į kurioje esančią sąskaitą pinigus gauna Projekto vykdytojas, moka projekto vykdytojas. Tuo atveju, kai CPVA atlikus mokėjimą, jis neįvykdomas dėl ne nuo CPVA priklausančių aplinkybių, pakartotinio lėšų pervedimo išlaidas apmoka projekto vykdytojas (jei tokią galimybę suteikia CPVA bankas).

3.5. Palūkanas, gautas už Projekto lėšų disponavimą banko sąskaitoje (jeigu buvo priskaičiuotos), Projekto vykdytojas perveda CPVA per rašte CPVA nurodytą terminą, bet ne vėliau kaip 10 darbo dienų iki einamųjų metų pabaigos.

3.6. Projekto vykdytojas turi teisę atlikti Sutarties 1 priede numatytų veiklų ir (arba) jų plano pakeitimus, neturinčius esminio poveikio Projekto apimčiai, tikslui ir uždaviniams pasiekti. Jeigu būtina atlikti tokius pakeitimus Projekto vykdytojas iš anksto el. paštu kreipiasi į CPVA su motyvuotu prašymu leisti atlikti neesminius veiklų ir (arba) jų plano pakeitimus. Gautą prašymą CPVA įvertina per 5 darbo dienas ir apie priimtą sprendimą el. paštu informuoja Projekto vykdytoją.

date indicated in paragraph 2.2.1 hereof. Only the costs incurred and paid from the effective date of the Agreement to the date 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.

3.3. 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 working days from the receipt of necessary funds.

3.4. Payments to the Project Promoter are made in euro. Fees charged by credit institutions for money transfer and set-off shall be paid as follows: the fees charged by the credit institution from which the CPMA executes the order shall be paid by the CPMA and the fees charged by the Project Promoter to the credit institution to which the account is located the Project Promoter receives the money, the project promoter pays. In the event that the CPMA fails to execute the payment due to circumstances beyond the control of the CPMA, the costs of the re-transfer shall be borne by the project promoter (if provided by CPVA Bank).

3.5. 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 working days to the end of the current year.

3.6. 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

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| <p>3.7. Jeigu būtina, iš Programos Projektui skiriamos lėšos gali būti perkeltamos iš vienos sąmatos eilutės į kitą, bet ne daugiau kaip 15 procentų institucijos finansuojamos projekto biudžeto eilutės vertės. Dėl lėšų perkėlimo Projekto vykdytojas iš anksto su motyvuotu prašymu kreipiasi į CPVA el. paštu. Gautą prašymą CPVA įvertina per 5 darbo dienas ir apie priimtą sprendimą el. paštu informuoja Projekto vykdytoją.</p> <p>3.8. Projekto vykdytojas Sutarties 4 priede nurodytas „Nenumatytas išlaidas“ gali panaudoti tik gavęs CPVA sutikimą el. paštu.</p> <p>3.9. Jeigu Projekto įgyvendinimo metu sutaupoma lėšų ir Projekto vykdytojas siūlo jas panaudoti naujoms nenumatytoms veikloms arba atsiranda objektyvių priežasčių, dėl kurių reikia keisti Projekto įgyvendinimo terminus, Projekto vykdytojas apie tai el. paštu praneša CPVA. CPVA gali priimti sprendimą pakeisti Projekto įgyvendinimo terminus taip, kad jų pakeitimas užtikrintų veiksmingą projekto įgyvendinimą, ir (ar) leisti panaudoti sutaupytas lėšas kitoms Projekte nenumatytoms veikloms, atitinkančioms projekto tikslą, kurios suteiktų projektui pridėtinės vertės ir apie sprendimą informuoti Projekto vykdytoją el. paštu per 10 darbo dienų.</p> <p>3.10. Tinkamomis finansuoti gali būti pripažintos tik tos Projekto išlaidos, kurios atitinka Aprašo 65-66 ir 70 punktuose numatytus reikalavimus.</p> <p><b>4. Projekto vykdytojo patvirtinimai ir garantijos</b></p> <p>4.1. Projekto vykdytojas patvirtina, kad jis turi visas teises (leidimus, licencijas ir kt.) vykdyti Sutarties 1 priede numatytas veiklas.</p> <p>4.2. Projekto vykdytojas patvirtina, kad Projektą vykdys tinkamai, nepažeisdamas Sutarties, Lietuvos Respublikos ir Europos Sąjungos teisės aktų, kitų sutarčių bei tarptautinės teisės principų.</p> | <p>working days and notify the Project Promoter by e-mail.</p> <p>3.7. If necessary, the funds allocated for the Project from the funds of the Programme may be transferred between lines, but not more than 15 per cent of the value of the line funded by the institution. The Project Promoter shall apply to the CPMA with a reasoned request for the transfer of funds between lines by e-mail in advance. CPMA evaluates the request within 5 working days and informs about the decision the Project Promoter by e-mail.</p> <p>3.8. The Project Promoter shall be entitled to use the “Unforeseen Funds” referred to in Annex 4 hereto only after obtaining the CPMA’s consent by e-mail.</p> <p>3.9. If at the project implementation stage expenditure savings are generated and the project implementer proposes to use them for new activities not included in the project, or objective reasons occur which require modification of the deadline of project implementation, the project implementer shall inform CPMA. CPMA may take the decision to change the deadline of project implementation so that the modification thereof would ensure effective project implementation, and/or to allow using the saved funds for other activities not included in the project which comply with the project objectives and would add value to the project and informs the Project Promoter within 10 working days about the decision.</p> <p>3.10. Only the costs of the Project which meet the requirements provided for in paragraphs 65-66 and 70 of the Description may be recognised as eligible costs.</p> <p><b>4. Representations and Warranties of the Project Promoter</b></p> <p>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.</p> <p>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.</p> |
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4.3. Projekto vykdytojas supranta ir patvirtina, kad yra visiškai atsakingas už Sutarčiai vykdyti pasitelktų trečiųjų asmenų veiklas įgyvendinant Projektą.

4.4. Projekto vykdytojas supranta ir patvirtina, kad yra visiškai atsakingas už tinkamą CPVA Projektui įgyvendinti skirtų lėšų panaudojimą.

4.5. Projekto vykdytojas patvirtina, kad yra susipažinęs su Aprašu ir Lietuvos Respublikos užsienio reikalų ministerijos Aprašu.

4.6. Projekto vykdytojas, siekdamas užtikrinti skaidrumą ir tiekėjų lygiateisiškumą, įsipareigoja Projektui reikalingų prekių ar paslaugų nepirkti iš Projekto partnerio (-ių) ir iš Projekto vykdytojo ar Projekto partnerio darbuotojų.

4.7. Projekto vykdytojas per Projekto įgyvendinimo laikotarpį (t. y., laikotarpį nuo Sutarties įsigaliojimo dienos iki Sutarties 2.2.1 papunktyje nurodyto termino) iš Projekto veiklų vykdymo negali gauti pelno (Projekto veiklos neturi būti susijusios su pelno siekiu).

4.8. Projekto vykdytojas įsipareigoja saugoti su Projektu susijusius dokumentus Lietuvos Respublikos teisės aktuose (jei Projekto vykdytojas registruotas ir veiklą vykdo užsienio šalyje, šios šalies teisės aktuose) numatytais terminais, bet ne trumpiau nei 4 metus nuo Projekto pabaigos.

### **5. Projekto įgyvendinimo kokybė ir šalių atsakomybė**

5.1. Šalys įsipareigoja susilaikyti nuo veiksmų, kuriais būtų pažeistos Sutarties sąlygos ir kurie galėtų daryti žalą Šalių interesams, geram vardui ir tarpusavio santykiams.

5.2. Jeigu Projektas nevykdomas, vykdomas ne pagal Sutarties sąlygas arba Projekto vykdytojas nevykdo ar netinkamai vykdo kitus įsipareigojimus pagal Sutartį, CPVA informuoja Projekto vykdytoją raštu ir nurodo terminą trūkumams pašalinti. Jeigu per nurodytą terminą Projekto vykdytojas trūkumų nepašalina, CPVA

4.3. The Project Promoter shall be fully aware and certify that it is fully responsible for activities of the third parties subcontracted for performance of the Agreement in the 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 time limit provided for in paragraph 2.2.1 hereof) (the Project activities must be not related to the pursuit of profit).

4.8. The Project Promoter undertakes to preserve the documents related to the Project within the terms established by the laws of the Republic of Lithuania (if the Project Promoter is registered and operates in a foreign country, by the laws of that country) but not less than 4 years after the end of the Project.

### **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 the official letter and specify the

įgyja teisę be atskiro įspėjimo termino nutraukti Sutartį ir reikalauti grąžinti pervestas lėšas.

5.3. Jeigu pagal Projekto vykdymo ataskaitą CPVA ir (ar) Komisija nustato, kad Projekto vykdytojas įvykdė ne visus Sutartimi priimtus įsipareigojimus ar įvykdė juos netinkamai, Projekto vykdytojas įsipareigoja grąžinti CPVA neįvykdytoms ar netinkamai įvykdytoms veikloms skirtas lėšas per CPVA raštu nurodytą terminą, o tuo atveju, kai Projekto vykdytojui buvo pervesta tik lėšų dalis, CPVA atitinkamai sumažina Projekto vykdytojui pervedamą lėšų likutį.

5.4. Jeigu Sutartyje nustatyta tvarka Projekto vykdytojas negrąžina CPVA pervestų lėšų ar neperveda palūkanų (Sutarties 3.1.2.2 ir 3.5 papunkčiai), Projekto vykdytojas rašytiniu CPVA reikalavimu įsipareigoja mokėti CPVA 0,02 proc. nuo laiku negrąžintos sumos dydžio delspinigius už kiekvieną uždelstą dieną.

5.5. Jeigu CPVA Sutartyje nustatyta tvarka neatsiskaito su Projekto vykdytoju, CPVA rašytiniu Projekto vykdytojo reikalavimu įsipareigoja mokėti 0,02 proc. nuo laiku nepervestos sumos dydžio delspinigius už kiekvieną uždelstą dieną, išskyrus Sutarties 3.3 papunktyje numatytą atvejį.

5.6. Jeigu Projekto vykdytojui iškeliamas bankroto byla, pradedamos likvidavimo ar reorganizavimo procedūros, stabdoma jo veikla arba teisės aktų nustatyta tvarka susidaro analogiška situacija, Projekto vykdytojas įsipareigoja nedelsdamas, bet ne vėliau kaip per 5 darbo dienas el. paštu apie tai informuoti CPVA. Jeigu, CPVA vertinimu, tai gali turėti įtakos tinkamam Sutarties vykdymui, ši Sutartis CPVA nutraukiama vienašališkai ir raštu apie nutrauktą Sutartį informuojamas Projekto vykdytojas.

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 the official letter 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 3.1.2.2 and 3.5 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 working days notify the CPMA by e-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

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| <p style="text-align: center;"><b>6. Nenugalimos jėgos aplinkybės (<i>force majeure</i>)</b></p> <p>6.1. Šalys neatsako dėl bet kokios Sutarties nuostatos nevykdymo ar netinkamo vykdymo, jeigu tai susiję su nenugalimos jėgos aplinkybėmis (<i>force majeure</i>), kurias Šalys supranta taip, kaip nustato Lietuvos Respublikos civilinis kodeksas ir Atleidimo nuo atsakomybės esant nenugalimos jėgos (<i>force majeure</i>) aplinkybėms taisyklės, patvirtintos Lietuvos Respublikos Vyriausybės 1996 m. liepos 15 d. nutarimu Nr. 840 „Dėl Atleidimo nuo atsakomybės esant nenugalimos jėgos (<i>force majeure</i>) aplinkybėms taisyklių patvirtinimo“.</p> <p>6.2. Šalis, negalinti laiku įvykdyti ar tinkamai įvykdyti savo sutartinių įsipareigojimų dėl nenugalimos jėgos (<i>force majeure</i>) aplinkybių, turi kiek įmanoma greičiau, bet ne vėliau kaip per 1 darbo dieną nuo aplinkybių paaiškėjimo dienos el. paštu informuoti apie tai kitą Šalį. Šalis, pažeidusi nurodytą terminą, atleidžiama nuo atsakomybės tik nuo to momento, kada kita Šalis gavo jos pranešimą apie nenugalimos jėgos (<i>force majeure</i>) aplinkybes.</p> <p>6.3. Šalis, kuri vadovaujasi nenugalimos jėgos (<i>force majeure</i>) aplinkybėmis, turi jas patvirtinti teisės aktų nustatyta tvarka.</p> <p>6.4. Jeigu Šalis dėl nenugalimos jėgos (<i>force majeure</i>) aplinkybių negali vykdyti savo sutartinių įsipareigojimų ilgiau nei 15 kalendorinių dienų, kita Šalis turi teisę vienašališkai nutraukti Sutartį.</p> <p style="text-align: center;"><b>7. Ginčų sprendimas</b></p> <p>7.1. Šalių teisės ir įsipareigojimai yra aiškinami pagal Sutarties nuostatas ir pagal Lietuvos Respublikos teisės aktus.</p> <p>7.2. Bet koks ginčas, nesutarimas ar reikalavimas dėl Sutarties sprendžiamas Šalių derybomis, o Šalims per 30 kalendorinių dienų nuo vienos Šalies rašytinio pranešimo kitai Šaliai pradėti derybas gavimo dienos</p> | <p>shall be notified of termination of the Agreement by the official letter.</p> <p style="text-align: center;"><b>6. Force Majeure</b></p> <p>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 <i>force majeure</i> 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 <i>Force Majeure</i> 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 <i>Force Majeure</i> Circumstances”.</p> <p>6.2. A Party which cannot perform/properly performs its contractual obligations in a timely manner due to <i>force majeure</i> circumstances shall be obliged to notify the other Party by e-mail as soon as possible, but not later than within 1 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 <i>force majeure</i> circumstances.</p> <p>6.3. A Party referring to <i>force majeure</i> circumstances must substantiate them in accordance with the procedure established in the legal acts.</p> <p>6.4. If a Party cannot perform its contractual obligations due to <i>force majeure</i> circumstances for more than 15 calendar days, the other Party shall be entitled to unilaterally terminate the Agreement.</p> <p style="text-align: center;"><b>7. Dispute Resolution</b></p> <p>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.</p> <p>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 calendar days from the date of the</p> |
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| <p>nesusitarus, ginčas perduodamas spręsti Lietuvos Respublikos teismui pagal CPVA buveinės adresą, jeigu teisės aktuose nenustatytas išimtinis bylų teismingumas.</p> <p><b>8. Pranešimai ir šalių kontaktiniai asmenys</b></p> <p>8.1. Visi pranešimai, informacija ir kitokia Sutartyje numatyta korespondencija turi būti atliekama raštu ir siunčiama el. paštu. Kai minėta korespondencija siunčiama el. paštu, gavimo data bus laikoma jos išsiuntimo diena.</p> <p>8.2. Šalys įsipareigoja el. paštu viena kitai pranešti apie jų registracijos, buveinės adreso, pavadinimo, banko sąskaitos, kitų rekvizitų ar asmenų, atsakingų už Sutarties vykdymą ir priežiūrą, pasikeitimus ne vėliau kaip per 3 darbo dienas nuo pasikeitimo. Šalis, neįvykdžiusi šio reikalavimo, negali pareikšti pretenzijų ar atsikirtimų, kad kitos Šalies veiksmai, atlikti pagal paskutinius jai žinomus duomenis, neatitinka Sutarties sąlygų arba ji negavo pranešimų, siųstų pagal šiuos duomenis.</p> <p>8.3. Šalių asmenys kontaktams:</p> <p>8.3.1. CPVA: , Lietuvos ir daugiašalių programų skyriaus , tel. , el. paštas: @cpva.lt; adresas korespondencijai: S. Konarskio g. 13, LT-03109 Vilnius.</p> <p>8.3.2. Vykdytojo: , tel. , el. paštas: , adresas korespondencijai: .</p> <p><b>9. Sutarties pakeitimai ir jos nutraukimas</b></p> <p>9.1. Ši Sutartis gali būti nutraukiama:</p> <p>9.1.1. rašytiniu Šalių susitarimu;</p> <p>9.1.2. jeigu Šalis nevykdo šioje Sutartyje numatytų įsipareigojimų ilgiau kaip 20 kalendorinių dienų nuo rašytinio kitos Šalies pranešimo apie tai gavimo dienos. Tokiu atveju</p> | <p>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.</p> <p><b>8. Notices and Contact Persons of the Parties</b></p> <p>8.1. All notices, information and other correspondence provided for herein shall be in writing and shall be sent by e-mail. When the afore-mentioned correspondence is sent by e-mail, the date of sending shall be deemed the date of receipt.</p> <p>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 not later than within 3 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.</p> <p>8.3. The contact persons of the Parties shall be as follows:</p> <p>8.3.1. The contact person of the CPMA: , the of the Lithuanian and Multilateral Programs Division of International Programme Management Department, tel. , e-mail: @cpva.lt; correspondence address: S. Konarskio g. 13, LT-03109 Vilnius.</p> <p>8.3.2. The contact person of the Project Promoter: tel.: , e-mail , correspondence address: .</p> <p><b>9. Amendments to the Agreement and Termination of the Agreement</b></p> <p>9.1. This Agreement may be terminated:</p> <p>9.1.1. by mutual written agreement between the Parties;</p> <p>9.1.2. if a Party has failed to perform its obligations provided for herein for more than 20 calendar days from the date of receipt of the written notice to this end from the other Party.</p> |
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| <p>Sutarties nutraukimo diena laikoma dvidešimt pirmoji kalendorinė diena, einanti po pranešimo apie Sutartyje numatytų įsipareigojimų nevykdymą gavimo dienos;</p> <p>9.1.3. vienašaliu CPVA sprendimu, jeigu dėl Projekto vykdytojo ar Projekto partnerio:</p> <p>9.1.3.1. kuris yra fizinis asmuo, per pastaruosius 5 metus buvo priimtas ir įsiteisėjęs apkaltinamasis teismo nuosprendis ir šis asmuo turi neišnykusį ar nepanaikintą teistumą;</p> <p>9.1.3.2. kuris yra juridinis asmuo, kita organizacija ar jos padalinys, vadovo, kito valdymo ar priežiūros organo nario ar kito asmens, turinčio (turinčių) teisę atstovauti ūkio subjektui ar jį kontroliuoti, jo vardu priimti sprendimą, sudaryti sandorį, ar buhalterio (buhalterių) ar kito (kitų) asmens (asmenų), turinčio (turinčių) teisę surašyti ir pasirašyti ūkio subjekto apskaitos dokumentus, per pastaruosius 5 metus buvo priimtas ir įsiteisėjęs apkaltinamasis teismo nuosprendis ir šis asmuo turi neišnykusį ar nepanaikintą teistumą;</p> <p>9.1.3.3. kuris yra juridinis asmuo, kita organizacija ar jos padalinys, per pastaruosius 5 metus buvo priimtas ir įsiteisėjęs apkaltinamasis teismo nuosprendis;</p> <p>9.1.3.4. už dalyvavimą nusikalstamame susivienijime, jo organizavimą ar vadovavimą jam; kyšininkavimą, prekybą poveikiu, papirkimą; sukčiavimą, turto pasisavinimą, turto iššvaistymą, apgaulingą pareiškimą apie juridinio asmens veiklą, kredito, paskolos ar tikslinės paramos panaudojimą ne pagal paskirtį ar nustatytą tvarką, kreditinį sukčiavimą, neteisingų duomenų apie pajamas, pelną ar turtą pateikimą, deklaracijos, ataskaitos ar kito dokumento nepateikimą, apgaulingą apskaitos tvarkymą ar piktnaudžiavimą, kai šiomis nusikalstamomis veikomis kėsiamasi į Europos Sąjungos finansinius interesus, kaip apibrėžta Konvencijos dėl Europos Bendrijų finansinių interesų apsaugos 1 straipsnyje; nusikalstamą bankrotą; teroristinį ir su teroristine veikla susijusį nusikaltimą; nusikalstamu būdu gauto turto legalizavimą; prekybą žmonėmis, vaiko pirkimą arba pardavimą; kitos valstybės subjekto (partnerio)</p> | <p>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;</p> <p>9.1.3. by a unilateral decision of the CPMA if:</p> <p>9.1.3.1. 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;</p> <p>9.1.3.2 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;</p> <p>9.1.3.3 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;</p> <p>9.1.3.4. 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</p> |
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| <p>atliktą nusikaltimą, apibrėžtą Direktyvos 2014/24/ES 57 straipsnio 1 dalyje išvardytus Europos Sąjungos teisės aktus įgyvendinančiuose kitų valstybių teisės aktuose;</p> <p>9.1.4. vienašaliu CPVA sprendimu, jeigu Projekto vykdytojas ar Projekto partneris ar Projekto veiklose dalyvaujantys asmenys Sutarties galiojimo metu įtraukiami į Ekonominio bendradarbiavimo ir plėtros organizacijos (EBPO), sąrašus, nurodytus EBPO tinklalapyje: <a href="http://www.oecd.org/trade/xcred/debarment-list.htm">http://www.oecd.org/trade/xcred/debarment-list.htm</a>;</p> <p>9.1.5. vienašaliu CPVA sprendimu, jeigu Sutarties vykdymo metu paaiškėja, kad paraiškos vertinimui pateikta Projekto vykdytojo ir Projekto partnerio (-ių) valstybėje (-ėse) partnerėje (-ėse) (jeigu yra) deklaracija dėl teistumo neturėjimo už korupcinio pobūdžio veikas, buvo melaginga;</p> <p>9.1.6. vienašaliu CPVA sprendimu, jeigu Sutarties vykdymo metu įsiteisėjusiu apkaltinamuoju teismo nuosprendžiu patvirtinama, kad Projekto vykdytojas ar Projekto partneris, kuris yra fizinis asmuo ar juridinis asmuo, kita organizacija ar jos padalinys, ar Projekto vykdytojo ar Projekto partnerio, kuris yra juridinis asmuo, kita organizacija ar jos padalinys, vadovas, kitas valdymo ar priežiūros organo narys ar kitas asmuo, turintis (turintys) teisę atstovauti ūkio subjektui ar jį kontroliuoti, jo vardu priimti sprendimą, sudaryti sandorį, ar buhalteris (buhalteriai) ar kitas (kiti) asmuo (asmenys), turintis (turintys) teisę surašyti ir pasirašyti ūkio subjekto apskaitos dokumentus, įvykdė korupcinio pobūdžio ar kitas nusikalstamas veikas, nurodytas 9.1.3 papunkčiuose</p> <p>9.1.6. CPVA, sužinojusi apie aplinkybes, sudarančias pagrindą vienašališkai nutraukti Sutartį Sutarties 9.1.3-9.1.6 papunkčiuose numatytais pagrindais, apie Sutarties nutraukimą prieš 20 kalendorinių dienų raštu informuoja Projekto vykdytoją. Tokiu atveju Sutarties nutraukimo diena laikoma dvidešimt pirmoji kalendorinė diena, einanti po CPVA rašto apie Sutarties nutraukimą dienos gavimo dienos.</p> | <p>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;</p> <p>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 (the "OECD") available on the website of the OECD at: <a href="http://www.oecd.org/trade/xcred/debarment-list.htm">http://www.oecd.org/trade/xcred/debarment-list.htm</a>;</p> <p>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;</p> <p>9.1.6 by a unilateral decision of the CPMA if, during the course of the Agreement, the Project Promoter or the Project partner, which is a natural person or a legal person, another organization or a unit thereof, or 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, is engaged in corruption or other criminal offence, specified in Clause 9.1.3.</p> <p>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 9.1.3-9.1.6 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.</p> |
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| <p>9.2. Projekto vykdytojas patvirtina, kad Projekto vadovui ir Projekto veiklose dalyvaujantiems asmenims yra žinoma, kad pagal Lietuvos Respublikos įstatymus jam ir Projekto partneriams yra draudžiami bet kokie korupcinio pobūdžio susitarimai su programos koordinatoriais, paramos gavėjais, vyriausybės pareigūnais ir kitomis trečiosiomis šalimis, o užsienio pareigūnų papirkimas, sudarant tarptautinius verslo sandorius, užtraukia tokią pačią baudžiamąją atsakomybę fiziniams ir juridiniams asmenims, kaip ir Lietuvos valstybės tarnautojų papirkimas, ir kad baudžiamoji atsakomybė už kyšininkavimą užsienyje kyla net ir tuomet, jei tai nėra laikoma nusikaltimu toje šalyje.</p> <p>9.3. Nutraukus Sutartį Projekto vykdytojas privalo sugrąžinti CPVA visas pagal Sutartį išmokėtas lėšas. Lėšos privalo būti grąžintos per CPVA rašte nurodytą terminą, kuris negali būti trumpesnis kaip 2 darbo dienos ir ilgesnis kaip 10 darbo dienų nuo CPVA rašytinio pareikalavimo grąžinti visas pagal Sutartį išmokėtas lėšas.</p> <p>9.4. Ši Sutartis gali būti keičiama rašytiniu Šalių susitarimu.</p> <p>9.5. Visi šios Sutarties pakeitimai, papildymai ir priedai yra neatskiriamos šios Sutarties dalys, jeigu jie atlikti raštu ir pasirašyti kompetentingų šios Sutarties Šalių atstovų.</p> <p style="text-align: center;"><b>10. Sutarties galiojimas</b></p> <p>10.1. Sutartis įsigalioja nuo jos abiejų Šalių pasirašymo dienos ir galioja iki visiško visų Sutartimi Šalių prisiimtų įsipareigojimų įvykdymo arba jos pasibaigimo kitais Sutartyje ar teisės aktuose nustatytais atvejais. Šalys, vadovaudamosi Lietuvos Respublikos civilinio kodekso 6.189 straipsnio 2 dalimi, susitaria, kad Sutartis taikoma iki jos sudarymo nuo d. <i>(įrašoma konkreti sprendimo projektui skirti finansavimą data)</i> atsiradusiems teisiniams santykiams.</p> <p style="text-align: center;"><b>11. Baigiamosios nuostatos</b></p> | <p>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.</p> <p>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 working days and longer than 10 working days from the date of the written request of the CPMA to repay all funds disbursed under the Agreement.</p> <p>9.4. This Agreement may be amended by mutual written agreement between the Parties.</p> <p>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.</p> <p style="text-align: center;"><b>10. Validity of the Agreement</b></p> <p>10.1. The Agreement shall come into force from the date of signature thereof and shall remain in force until full performance of the obligations assumed by the Parties hereunder or expiry thereof in other cases provided for in this Agreement or legal acts. Pursuant to Paragraph 2 of Article 6.189 of the Civil Code of the Republic of Lithuania, the Parties agree that the Agreement shall apply until its conclusion from . (insert specific date of the decision to finance the project) legal relationship that has arisen.</p> <p style="text-align: center;"><b>11. Final Provisions</b></p> |
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| <p>11.1. Nei Sutartis, nei jokios iš Sutarties atsirandančios teisės ar pareigos negali būti perduotos trečiajai šaliai be išankstinio kitos Šalies rašytinio sutikimo.</p> <p>11.2. Sutartis pasirašyta 2 vienodą teisinę galią turinčiais egzemplioriais lietuvių ir anglų kalbomis po vieną egzempliorių kiekvienai Šaliai. Kilus nesutarimams tarp lietuvių ir anglų kalbų, pirmenybė teikiama lietuvių kalbai.</p> <p>11.3. Sutartys, pasirašomos su juridiniu asmeniu, tvirtinamos juridinio asmens antspaudu, jeigu šis privalo tokį turėti.</p> <p>11.4. Projekto vykdytojas sutinka, kad Šalys rinktų, kauptų ir apdorotų informaciją, duomenis apie jį ir jo veiklą, būtiną sprendimams dėl Programos lėšų skyrimo priimti ir kitiems tikslams, susijusiems su Projekto įgyvendinimo priežiūra ir kontrole.</p> <p>11.5. Konfidencialia informacija laikytina informacija, kurią Šalys vykdydamos Sutartimi priimtus įsipareigojimus iš trečiosios šalies gavo kaip konfidencialią informaciją bei kurią viena iš Šalių ar abi Šalys, vadovaujantis teisės aktais, nusprendžia laikyti konfidencialia ir įformina kaip konfidencialią.</p> <p>11.6. Šalys įsipareigoja konfidencialią informaciją naudoti tik Sutarties vykdymo tikslais. Sutarties galiojimo laikotarpiu ir pasibaigus Sutarčiai, jeigu Lietuvos Respublikos teisės aktai nenustato kitaip, neatskleisti konfidencialios informacijos tretiesiems asmenims be išankstinio rašytinio kitos Šalies sutikimo.</p> | <p>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.</p> <p>11.2. This Agreement shall be signed in 2 copies of equal legal force in the Lithuanian and English languages, one copy to each Party. In case of conflict between the Lithuanian and English languages, the Lithuanian shall prevail.</p> <p>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.</p> <p>11.4. The Project Promoter agrees that the Parties shall collect and process information, data on it and its activities necessary for decisions on the allocation of Program funds and for other purposes related to the supervision and control of the implementation of the Project.</p> <p>11.5. Confidential information shall be information received by the Parties from a third party as confidential in the fulfilment of their obligations under the Agreement and which one or both Parties, in accordance with their laws, decide to treat as confidential.</p> <p>11.6. The Parties undertake to use the confidential information only for the purposes of this Agreement. Not to disclose confidential information to third parties during the term of the Agreement and after termination of the Agreement, unless the legislation of the Republic of Lithuania provides otherwise, without the prior written consent of the other Party.</p> |
| <p style="text-align: center;"><b>12. Sutarties priedai</b></p> <p>12.1. Prie Sutarties pridedami šie priedai:</p> <p>12.1.1. Sutarties 1 priedas – Projekto paraiška (be priedų), – lapų;</p> <p>12.1.2. Sutarties 2 priedas – Projekto veiklų įgyvendinimo planas, lapų;</p> <p>12.1.3. Sutarties 3 priedas – Projekto finansavimas, lapai;</p> <p>12.1.4. Sutarties 4 priedas – Projekto sąmata, lapai;</p> <p>12.1.5. Sutarties 5 priedas – PVM tinkamumo deklaracija (<i>jeigu taikoma</i>), lapai.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <p style="text-align: center;"><b>12. Annexes to the Agreement</b></p> <p>12.1. The following annexes shall be attached to this Agreement:</p> <p>12.1.1. Annex 1 to the Agreement. Project Application (excluding annexes thereto), pages;</p> <p>12.1.2. Annex 2 to the Agreement. Plan for the implementation of project activities, pages;</p> <p>12.1.3. Annex 3 to the Agreement. Project funding, pages;</p> <p>12.1.4. Annex 4 to the Agreement. Estimate of the Project, pages;</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |



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| <p style="text-align: center;"><b>13. Šalių rekvizitai ir parašai</b></p> <p style="text-align: center;"><b>Viešoji įstaiga Centrinė projektų valdymo agentūra/ Public Institution Central Project Management Agency</b></p> <p>Adresas/Address:<br/>S. Konarskio g. 13, 03109 Vilnius<br/>Juridinio asmens kodas/ Legal entity's code:<br/>126125624<br/>A. s. Nr./ A/c: LT97 4010 0510 0473 3414<br/>Bankas/ Bank: Luminor Bank, AS<br/>Banko kodas/ Bank code: 40100</p> <hr/> <p>Data/Date:<br/><i>(Parašo ir datos skiltis netaikoma, jei sutartis pasirašoma el. parašu)</i></p> | <p>12.1.5. Annex 5 to the Agreement. VAT eligibility declaration (if applicable), pages.</p> <p style="text-align: center;"><b>13. Details and Signatures of the Parties</b></p> <p>Adresas/Address:</p> <p>Juridinio asmens kodas/ Legal entity's code:</p> <p>A.s. Nr. / A/c:</p> <p>Bankas/Bank:<br/>Banko kodas/ Bank code:<br/>Bankas korespondentas/Correspondent bank:</p> <hr/> <p>Data/Date:<br/><i>(The signature and date field is not applicable if the agreement is signed by e-signature)</i></p> |
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