



## ACTIVITY REMUNERATION CONTRACT

No. .... / .... / .....

Having regard to the provisions of Financing Contract No 1/34788/2025/26.05.2025 and its annexes for the implementation of Programme Component No 1 'Strengthening institutional capacity in the fight against organised crime, in particular internet-facilitated crime and environmental crime (FOEC)', financed by the Swiss-Romanian Cooperation Programme (second contribution), under the Agreement on the underlying measure 'Public Security and Safety (Justice) Programme',

**PROSECUTION OFFICE ATTACHED TO THE HIGH COURT OF CASSATION AND JUSTICE**, legal person governed by public law, tax registration number 4364748, established in Bucharest, 14 B-dul Libertatii Street, sector 5, postal code 050706, telephone 021.319.38.40, legally represented by ....., acting as **Programme Component Operator** (hereinafter referred to as **OCP-PICCJ**)

**THE NATIONAL INSTITUTE OF MAGISTRACY** – a legal person governed by public law, tax registration number 4364233, established in Bucharest, Boulevard Regina Elisabeta, No 53, sector 5, postal code 050014, telephone number 021.40.76.203, legally represented by ....., acting as ....., in her capacity as **Romanian Component Partner** (hereinafter referred to as **Component Partner**),  
And

Ms/Mr....., residing in ....., telephone ....., e-mail:  
.....  
.....

**have agreed to conclude this contract, which sets out the following:**

### Article 1 - OBJECTIVE OF THE CONTRACT

(1) The purpose of this contract is to participate as an expert in the fight against cybercrime under Programme Component No 1 'Strengthening institutional capacity in the fight against organised crime, in particular internet-facilitated crime and environmental crime (FOEC)', funded by the Swiss-Romanian Cooperation Programme (second contribution), under the Agreement on the underlying measure 'Public Security and Safety (Justice) Programme', for the implementation of one or more activities in the field, namely (to be personalised according to the expert's expression of will/selection result):

- **Output 1/Activity 1.1 - Intervention 1.1.2-** (1 workshop to prepare sessions and develop training materials);

Program Operator Component Operator Component Partners



MINISTERUL JUSTIȚIEI



MINISTERUL  
PUBLIC

 BASEL INSTITUTE ON  
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- **Output 2/Activity 2.1 - Intervention 2.1.1** (*one or more inter-professional training sessions in the field of cybercrime, organized in Bucharest and other localities, according to the established schedule, with a maximum duration of 3 days each, within the limit of 8 hours/day*);

## **Article 2 - Duration of the Contract**

The contract will enter into force on the date of signature by the last party and will be valid until the date of completion of all activities covered by it, but no later than the date of termination of the financing contract under Programme Component No 1 entitled '*Strengthening the institutional capacity in the fight against organised crime, in particular cyber crime and environmental crime (FOEC)*'.

## **Article 3 – VALUE OF THE CONTRACT**

(1) For the work carried out, the expert will have the following financial rights (*to be personalised according to the expert's expression of will/selection result*):

1. **Output 1/Activity 1.1 - Intervention 1.1.2:** for the participation in the workshop for the preparation of the sessions and the development of the training materials: fee: 350 CHF x 6 days of activity/expert, (2 days of workshop participation and 4 days of material development); Perdiem: CHF 222 x 2 days per diem (accommodation, meals, local transport and unforeseen expenses); transport: 800 CHF round-trip flight
2. **Output 2/Activity 2.1 - Intervention 2.1.1:** for participation in training sessions: fee: 515 CHF/day seminar/expert; Perdiem: CHF 222 x 3 days per diem/seminar (accommodation, meals, local transport and unforeseen expenses); transport: 800 CHF round-trip/seminar flight

(2) The payment of the financial rights due to the expert will be made by reference to the activities actually carried out, related to the participation in the training workshop, the training sessions, respectively to the documentation activities, the drafting of course materials, the presentations and moderation of the debates, in accordance with the activity report to be drawn up by the expert and endorsed by the responsible for the implementation of the activity within the NIM/PICCJ.

## **Article 4 - OBLIGATIONS OF THE PARTIES**

### **I. Obligations of the Expert:**

#### **I.1 General obligations:**

**I.1.1** The expert undertakes to maintain a permanent contact with the designated activity manager at NIM/PICCJ level for any aspects related to the proper organization of the activities;

**I.1.2.** The expert undertakes to use, when drawing up the documents, the format communicated by the activity manager appointed at NIM/PICCJ level, which contains the visibility elements related to the financing mechanism;



**I.1.3** The expert undertakes to collaborate with the other experts selected under the component in the field covered by this contract, in order to develop deliverables (*e.g. course materials, activity agenda, methodology, etc.*), in accordance with the objectives set and the NIM/PICCJ standards;

**I.1.4** The expert undertakes that if, for objective, duly justified reasons, he/she cannot participate in one of the activities covered by the contract (*e.g. he/she can no longer participate in the elaboration of the deliverables, he/she can no longer make presentations according to the agreed agenda*), he/she shall notify the NIM/PICCJ responsible for the implementation of the activities about the impossibility of participation, at least 10 days before the start of the activity or as soon as the reason for this situation has occurred. Information may be provided by any means of written communication with acknowledgement of receipt and shall, as a rule, be sent by electronic mail;

**I.1.5** Within a maximum of 7 calendar days from the end of each activity (*workshop of drafting activity, training session*), the expert will complete and send to the NIM/PICCJ implementation officer the payment documentation, namely: (a) a request for payment (*Annex 1*), including supporting documents (air ticket invoice/ proof of payment/boarding ticket); (b) activity report (*Annex 2*), which will include the detail of the activities and the number of days worked.

**I.1.6** Within a maximum of 7 calendar days from the end of each activity (workshop or seminar), the expert will complete and submit to the OCP-PICCJ the request for internal transport settlement (*Annex 3*), accompanied by supporting documents, in accordance with the transport settlement rules to be submitted by the activity manager.

## **I.2 Specific obligations:**

### **➤ Preparatory workshop (Intervention 1.1.2) and 6 training sessions (Intervention 2.1.1)**

**I.2.1** The expert undertakes to participate in the workshop for the preparation of the planned training sessions, attended by representatives of the OCP-PICCJ and the NIM, in order to discuss all the organizational and substantive aspects necessary for the proper conduct of the professional training activities, as described above, respectively for the elaboration of recommendations regarding the format of the integrated methodology for conducting investigations in cybercrime cases/thematics for 2 eLearning modules and 2 video tutorials in the field;

**I.2.2** The expert undertakes to collaborate with the other experts in the elaboration/definition of the methodology for carrying out the activities (*e.g. introduction, objectives, format of activities, etc.*), in the elaboration of the agenda and of the support materials for debates/presentations, in accordance with the established objectives and NIM standards on professional training;

**I.2.3** The expert undertakes to approach in a pragmatic manner the presentations to be used during the training session, taking into account the quality of the participants, focusing on practical aspects, allowing the deepening of specific knowledge;

**I.2.4** The expert undertakes to send to the responsible for the implementation of the activities, by e-mail, the supporting documentation drawn up for the activity in which he/she participates, at least 10 days before the date of the activity, in order to be distributed to the participants, as the case may be.



I.2.5 The expert undertakes to participate throughout the day or days of the training activity for which it was planned, to moderate and give presentations according to the agenda of the training activity, focusing on practical aspects, taking into account the quality of the participants;

## **II. Obligations of the Component Partner (NIM):**

**II.1.** The component partner undertakes to pay the financial rights corresponding to the activities carried out by the expert under the contract, within 30 days from the date of registration of all the documents referred to in Article 4, point I.1.5, with the Economic, Financial and Administrative Directorate of the National Institute of Magistracy, subject to the existence of the necessary funds in the NIM's available account opened with the Sector 5 Treasury.

**II.2.** The component partner undertakes to withhold and pay the contributions due to the state budget, in accordance with the regulations in force at the time of payment, except for the submission by the expert of documents on the avoidance of double taxation.

**II.3.** The component partner undertakes to ensure, to the extent necessary, that the expert is informed of the obligations arising from the contract, relating to the presence and duties in the training activity, of the various documents and annexes to the contract, as well as of the maximum limits laid down in the component's budget for the payment of fees and the settlement of transport costs.

## **Article 5 – PAYMENT**

(1) Payments shall be made within the time limits and on the basis of the documents referred to in Article 4, points 1.6 and 1.7, in accordance with the actual performance of the activities by the expert.

(2) Payment will be made in accordance with the following financial data:

**Account holder:** .....

**Bank:** .....

**IBAN:** .....

**CNP:** .....

## **Art. 6 - INTELLECTUAL PROPERTY RIGHTS**

(1) The ownership of all materials and documents developed in the execution of the contract and the implementation of the activities, including paper or electronic format, as well as of any results are and remain the exclusive property of the Program Component Operator and the Partner.

(2) They are subject to proprietary rights, including, but not limited to, copyright and/or any other intellectual property rights, obtained in the performance or as a result of the performance of this contract.

(3) Copyright and/or intellectual property rights pre-existing at the date of conclusion of this contract shall not be subject to the provisions of paragraph 1, provided that they are not included in this contract.



#### **Art. 7 – INCOMPATIBILITIES**

- (1) The expert certifies by signing the contract that he is not in a situation that makes him incompatible with the fulfilment of the obligations assumed by this contract.
- (2) If, after the conclusion of the contract, the expert finds that he is in a situation that makes him incompatible with the fulfilment of his obligations, he has the obligation to notify the Prosecutor's Office attached to the High Court of Cassation and Justice and the National Institute of Magistracy immediately, with a view to his replacement.

#### **Article 8 - TERMINATION OF THE CONTRACT**

This contract shall cease to have effect by the due date or if one of the parties fails to fulfil its obligations under Article 4. The contract may also be terminated by mutual agreement.

#### **Art. 9 – AMENDMENTS**

The contracting parties shall have the right, during the performance of the contract, to agree to modify the terms of the contract by mutual agreement by means of an addendum.

#### **Art. 10 – PENALTIES, DAMAGES, RESILIATION**

- (1) In case of complete or partial non-fulfilment of the Expert's duties, as well as non-fulfilment of any commitments undertaken under this contract, the Program Component Operator and the Partner have the right to refuse the payment of the fee and to claim damages.
- (2) Failure by one of the parties to comply with the obligations under this contract shall entitle the injured party to request the termination of the contract without formal notice or any other formality.

#### **Art. 11 – MAJOR FORCE AND FORTUITIOUS EVENT**

- (1) Force majeure and unforeseeable circumstances shall exonerate the contracting parties from fulfilling their obligations under this contract for as long as they are acting.
- (2) The performance of the contract will be suspended during the period of action of force majeure and unforeseeable circumstances, but without prejudice to the rights they were entitled to until its occurrence.
- (3) The Contracting Party invoking force majeure or unforeseeable circumstances shall immediately and fully notify the other Party of its occurrence and take all measures available to it with a view to limiting the consequences.
- (4) If force majeure and unforeseeable circumstances occur or are expected to occur for more than six months, each party shall be entitled to notify the other party of the automatic termination of this contract, without either party being able to claim damages from the other.

#### **Art. 12 – SETTLEMENT OF DISPUTES**



(1) The parties agree that any disagreements regarding the effects of this contract shall be settled amicably. If the parties are unable to settle amicably the disagreements regarding the conclusion, execution and termination of this contract, the competent court will rule in accordance with the relevant legal provisions.

(2) In case of breach of the obligations established by this contract, the parties will be liable according to the provisions of the Romanian civil law.

### **Article 13 – LANGUAGE GOVERNING THE CONTRACT**

The language governing the contract is Romanian.

### **Article 14 – LAW APPLICABLE TO THE CONTRACT**

The contract will be interpreted in accordance with Romanian law.

*This contract was concluded today,....., in 3 copies, one for each party.*

<b>Prosecutor's Office attached to the High Court of Cassation and Justice – Component Operator</b>	<b>National Institute of Magistracy - Component Partner</b>	<b>Expert</b>
.....  Signature and stamp: _____ Date: _____	.....  Signature and stamp: _____ Date: _____	
<b>Economic-Financial and Administrative Department</b> Name: _____ Function: _____ Signature: _____ Date: _____	<b>Authorising Officer</b> Name: _____ Function: _____ Signature: _____ Date: _____	
<b>Preventive Financial Control</b> Name: _____ Function: _____ Signature: _____ Date: _____	<b>Economic-Financial and Administrative Department</b> Name: _____ Function: _____ Signature: _____ Date: _____	
<b>Legal Office</b> Name: _____ Function: _____ Signature: _____ Date: _____	<b>Preventive Financial Control</b> Name: _____ Function: _____ Signature: _____ Date: _____	
<b>Project Management Unit</b> Name: _____ Function: _____ Signature: _____ Date: _____	<b>Legal office</b> Name: _____ Legality visa Signature: _____ Date: _____	



Endorsed,

...

.....

...

.....

Done, [Click here to enter the name of the responsible.](#), responsible implementation NIM  
training activity





**ANNEX 1**

Confirm fulfilment of obligations

NIM Responsible of activity

**Programme component No 1 "Strengthening the institutional capacity in the fight against organised crime, in particular internet-facilitated crime and environmental crime (FOEC)", financed by the Swiss-Romanian Cooperation Programme (second contribution), under the Agreement on the underlying measure "Public Security and Security (Justice) Programme"**

**Payment request**

In view of the cooperation of the undersigned under the above component, I hereby request payment of the following amounts:

For the activity *organised on.....***in Bucharest:**

Type	Unit amount	Quantity	Total
<b>Output 1/Activity 1.1 - Intervention 1.1.2:</b> Fee/perdiem or transport	<i>Fee: 350 CHF x 6 days of activity/expert, (2 days of workshop participation and 4 days of material development);</i> <i>Perdiem: CHF 222 x 2 days perdiem (accommodation, meals, local transport and unforeseen expenses); transport: 800 CHF round-trip flight</i>		
<b>Output 2/Activity 2.1 - Intervention 2.1.1:</b> Fee/perdiem or transport	<i>Fee: 515 CHF/day of seminar/expert;</i> <i>Perdiem: CHF 222 x 3 days perdiem/seminar (accommodation, meals, local transport and unforeseen expenses); transport: 800 CHF round-trip/seminar flight</i>		

Payment will be made in accordance with the following financial data:

**Account holder:**

**Bank:** Click here to enter text.

**IBAN:**

**CNP:** Click here to enter text.

Account:

SWIFT:

Expert:

Date:

Signature:





ANNEX 2

ACTIVITY REPORT

<b>Title/No of component:</b>		No 1 "Strengthening the institutional capacity in the fight against organised crime, in particular internet-facilitated crime and environmental crime (FOEC)"	
<b>Funding programme name:</b>		Swiss-Romanian cooperation programme (second contribution), based on the Agreement on the underlying measure "Public Security and Safety Programme (Justice)"	
<b>Number/ date of contract/ order/ decision/ grant agreement:</b>		Financing Contract No 1/34788/2025/26.05.2025	
<b>First name and surname of the expert:</b>			
<b>Contract number</b>			
<b>Month and year:</b>			
<b>Day</b>	<b>Intervention No .../Detailed description of the activities carried out</b>	<b>Place of work</b>	<b>Hours worked</b>
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2.			
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21.			
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29.			
30.			
Number of days worked in the reported month (total hours day work/8 hours)			
I declare that this document has been completed in the knowledge of the provisions of Article 326 of the Criminal Code, regarding false declarations.			

[ First name and  
surname expert]

[date]

[signature]

Endorsed,

[First name and surname  
responsible for the  
implementation of the  
NIM/PICCJ training  
activity]

[date]

[signature]

Approved,

[ First name and  
surname of the  
NIM/PICCJ project  
manager]

[date]

[signature]