

**ROMANIA**

**OPERATIONAL MANUAL**

**ON**

**COMPETITIVE GRANT SCHEME**

**FOR**

**APPLIED AGRICULTURAL RESEARCH**

**AND EXTENSION**

**March 2002**

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## **1. IMPORTANCE OF AGRICULTURAL RESEARCH AND EXTENSION**

1.1. Agriculture is a major contributor to the Romanian economy. It constitutes a fifth of GDP and employs a third of the labor force. Despite Romania's agricultural potential, growth in the sector has slowed considerably, in part because of the need to adapt the research and extension systems to the requirements of a modern market economy. Research and extension contribute to the competitiveness of agriculture by reducing unit production costs, improving product quality, reducing environmental damage, adding value to basic commodities, and developing production and post harvest technologies. Economic analysis shows high rates of return for agricultural research and extension in many countries. The high inefficiencies in many transition economies imply even greater potential returns in those countries. In order for agriculture to play a larger role in the revitalization of the Romanian economy, the national agricultural knowledge system must be given high national priority.

1.2. Currently, the agricultural knowledge system suffers from serious financial difficulties, leading to flight of talent and deterioration of facilities and equipment. The system also suffers from a communist legacy that includes an emphasis on basic rather than applied research, lack of client orientation and accountability, professional isolation, state dominance, and almost no attention to extension. Until the research and extension system can be reorganized and revitalized, is needed a system that can function immediately to ensure that high-priority research and extension topics receive attention and that research scientists get the support they need to conduct effective and efficient research.

## **2. OBJECTIVES OF THE COMPETITIVE GRANT SCHEME**

2.1. One of the tools that ensures advance of the reform and transformation of the agricultural research and extension system is the proposed Competitive Grant Scheme (CGS), which will build local capacity and flexibility. National priorities for research and extension are identified, and a portfolio of projects that will contribute to agricultural and economic growth is selected on a competitive basis. The CGS does not depend on existing research and extension infrastructure, and can be readily absorbed into a reorganized national system. Thus while the reform, redirection, and revitalization of Romania's agricultural research and extension systems are a long-term undertaking, the support provided under the proposed Competitive Grant Scheme is an important short term initiative which promises immediate results.

2.2. The Competitive Grant Scheme is a major component for research and extension support within the overall Agricultural Support Services Project (ASSP) assisted by the World Bank. The CGS is directed mostly to applied research projects that seek to solve the problems of small farmers, market operators and agro-processors. The scheme will also support innovative pilot initiatives to test approaches for organizing extension services for these two groups. The CGS will be open to all research and extension providers in the public and private sector, as well as to universities, non-governmental organizations (NGOs), private industry, and farmers associations, which are all encouraged to apply.

2.3. The objectives of the CGS are to:

- Encourage the introduction of modern techniques and ideas into research and extension where these techniques have a comparative advantage;
- Raise the standards and effectiveness of research and extension and improve the dissemination of scientific and technical information;
- Facilitate the development, acquisition, and dissemination of relevant technologies;

- Build closer relationships among research scientists and extension specialists and the newly emerging small private farmers in order to set priorities for research and extension, as well as formulating and evaluating proposals in research and extension;
- Develop a better cooperation between research and extension programs involving a range of participants from research institutions, universities, private industry and farmers associations;
- Improving the information between research and extension, on one hand, and possible applicants of the results thus obtained (small farmers, agro-industry, farmers associations, etc);
- Supporting an efficient commercial agriculture.

2.4. In addressing these objectives the Competitive Grant Scheme has several strengths which are the key to a successful agricultural knowledge system:

- Responsiveness to farmers needs, agro-industry and market operators, as well as to clearly articulated priority problems in the field.
- Accessibility to a broad range of commercial and nonprofit organizations, enabling partnership with public institutions and donors.
- Transparency of organization and management with predefined rules for operation.
- Accountability at all levels, with high quality technical assessment and a sound analysis and approval mechanism.
- Efficiency through the ability to mobilize the entire national research and extension capacity.
- Effectiveness through focusing on high priority issues addressed by a cohesive portfolio of projects, using the best available expertise.

### **3. INDICATIONS REGARDING TYPE OF SUPPORT WHICH CAN BE GRANTED IN THE COMPETITIVE GRANT SCHEME**

3.1. The sum granted for one project in the Competitive Grant Scheme is between 5.000 USD and 250.000 USD, but will not be over 80% of the total value of the project. The difference, of at least 20% of the total value, will be covered by the beneficiary institution contribution, and / or by the partner institutions involved in fulfilling the project, and represents own contribution. The personal contribution can be in cash or in kind and has to be proved during project implementation. Salaries, high value equipments or civil buildings are not part of eligible expenditures to be financed from CGS. The main purpose of CGS is to support projects in applied research and innovative extension (which are not part of rural development projects), and which can clearly prove 'replicability' and 'continuity' of these activities after project closing.

3.2. CGS is limited only for supporting activities in applicative research and extension. It is not a credit, mechanization, nor input supply program.

3.3. At negotiations, candidates must prove that they can support 20% of the total sum as their own contribution, either financial or in-kind. Regarding the personal contribution in kind (goods and services), this may take the form of building rental, staff time, equipment use and civil works, airtime for radio or television, fees for services, or farmer contributions to associations' operating costs, that are seen to be directly applicable to the activities within the CGS grant proposals.

#### **3.4. CATEGORIES OF ELIGIBLE EXPENDITURES IN CGS**

Categories of eligible expenditures to be financed in CGS are: staff costs (excluding beneficiary institution staff, as well as the staff of the partners in project development); travel

expenses; operating costs; capital costs (maximum of 25%)<sup>1</sup>; training costs; overheads (maximum of 10%); unforeseen expenses (maximum of 10%).

Regarding staff costs, the salaries for the personal staff of the beneficiary institution or of the partners in the project are not eligible to be financed within the CGS. Auxiliary staff represents staff temporary employed, especially for project purposes.

Regarding capital costs, civil buildings, big machinery, equipments and installations are not eligible to be financed from CGS expenses. These considered eligible to be supported as capital costs expenses are: laboratory equipment, small field equipment, vehicles, office equipment and foreign technology.

Regarding training expenses, two kinds of courses are taken into consideration: on one hand, short term courses (maximum of 10 days) for members of the implementing team (including transport, lodging and per diem, as well as course expenses); on the other hand, training for the farmers. It will be taken into account that fees for the lecturers who are employees of the beneficiary institution or of the partner institutions are not eligible to be paid from CGS; these fees, however, can be considered contributions in kind (services). Costs with participants, within the costs for farmer training, refer to transport, lodging and per diem.

Regarding unforeseen expenses, these can be accessed during project implementation, in case the amounts earmarked per eligible cost categories as established in the contract are insufficient, but they should not exceed the initial budget by more than 10%.

#### **4. PRIORITIES FOR GRANTS IN RESEARCH AND EXTENSION**

4.1. In meeting the objectives of the Competitive Grant Scheme, proposals will address to private farmers, agro-processors, and market operators priorities.

##### **Research Grant Priorities**

4.2. The areas covered by applied research priorities, as well as some specific topics, have been provisionally identified through discussions with all stakeholders. Priorities will be reviewed and revised periodically by the ASB to reflect changes in government policy and developments in domestic and international agriculture. In order to facilitate the initial round of proposals the following priorities have been identified. It will be further on taken into account that subsequent calls for proposals will enable the building of a coherent portfolio of inclusive projects.

##### *Marketing studies*

- National and international market opportunities analysis;
- Packaging and presentation of marketable goods;
- Quality specifications for export commodities;
- Improving effectiveness of wholesale markets and input distribution;
- Product marketing, feasibility studies.

##### *Input efficient agriculture*

- Production technologies with efficient input;
- Irrigation systems and an efficient water use;
- Use of farm waste as manure;
- Integrated pest management.

##### *Farm management*

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<sup>1</sup> According with the suggestion made by World Bank Mission consultant in CGS report issued in October 2001 and ASB approval as noted in the 22<sup>nd</sup> of March 2002 meeting.

- Farming systems and economic analyses;
- Business planning (including accounting, bookkeeping, personnel management);
- Marketing links and market information;
- Cooperative use of agricultural equipment (leasing rings).

### **Extension Grant Priorities**

4.3. The initial priorities for extension grants were established during World Bank project preparation, using participatory methods including farmer surveys and focus groups. The priority needs identified among Romanian private farmers are:

- Farm and business management skills;
- Organization, networking, and mobilization of small farmers for input supply, mechanization, and marketing activities;
- Low-cost options for small farmers in crop and animal production and on-farm processing.

The major delivery mechanisms will include:

- Farmer-to-farmer extension;
- Private-public partnerships;
- Mass media.

### **Research**

4.4. The Competitive Grant Scheme will finance applied research proposals that address the agricultural priorities as established by the Agricultural Services Board (see section 6).

### **Extension**

4.5. Support for extension activities is directed at efforts that meet the immediate extension needs of farmers and provides hands-on experience with alternative approaches to the delivery of extension services. In the Romanian nowadays context, extension would cover not only the transfer of technologies, but also the organization and education of farmers.

Support would typically include:

- Transfer of technologies, including demonstrations of methods and results in farmers' fields and stables, brochures and newspaper articles, video productions and television broadcasts, group meetings, study clubs, and radio programs.
- Organization of farmers, including farmer study tours, Board member education, networking activities through face-to-face meetings and computer access, training in collective negotiation for inputs and marketing, and hands-on training in communal decision making on common resources.
- Extension education, including staff courses in extension principles, farmer leadership education, development of farmer leadership education programs, development of farmer-university partnerships, and curriculum development in extension management.

4.6. Recognizing the urgent need among Romanian farmers to learn about newer and more adequate technologies, the project could finance modest amounts of demonstration materials and equipment relevant to small farmers and agro-industries. However, the Project will not equip full-treatment model farms or finance equipment for rent or leasing for production purposes. Romanian farmers need a list of technical and economical options, rather than one prescriptive model. The main criteria for equipment financing will be replicability and demonstration value.

4.7. Support could also be provided for activities that help farmers access information and advice on the adoption of new technologies or methods. For instance, workshops to persuade processing

industry representatives to invest in milk tanks, inventories of agricultural equipment leasing agents, or national and international study tours to investigate leasing arrangements with foreign investors. Examples include international companies, whom collaborate with Romanian organizations, are facilitating demonstrations of modern equipment for cultivation and integrated pest control on limited areas. The Competitive Grant Scheme could fund rapid evaluation and dissemination of these approaches.

### **Environmentally friendly technologies**

4.8. It will be a condition that pesticides, herbicides and other agricultural chemicals used are ecologically safe and not on the prohibited list. The recipients will handle any chemicals and their application according to environmentally acceptable regulations.

## **5. PARTNERSHIPS**

5.1. A key element of the Competitive Grant Scheme will be to mobilize potential of involving multiple institutions, groups, public and private national and international agencies in addressing issues of mutual interest. Through partnerships between research workers, public and private extension agents, technology users, and others, both participant and beneficiary will be encouraged to become more involved in the planning and implementation of Competitive Grant Scheme research and extension grants.

5.2. Farmer organizations and extension agencies will be encouraged to contribute by taking an active role in management, and in the formulation and implementation of project proposals and dissemination of the resulting knowledge and technologies. The partnership approach enables access to institutions with a strong research base, by institutions who wish to benefit from such an association. The Competitive Grant Scheme has the ability to cover an extensive geographic area, different production systems, and a wide spectrum of interests related to the priority needs of private farmers and agro-industries. Thus, CGS provides a very appealing channel for private sector participation. The importance of the partnership approach, is reflected in the high profile accorded to collaborative proposals as a submission criteria.

### **Domestic training courses**

5.3. The proposals can request support for the expenses implied by training programs. Accepted costs will include trainers and lecturers fees, classes and equipment renting expenses, expenses with materials and expenses with the participants. The last kind of expenditure, with the participants, cannot exceed 30 USD per day and will include transportation, lodging and per diem, according with the Romanian legislation.

### **Ownership of Equipment, data and information**

5.4. On project completion, ownership of equipment purchased through the CGS would reside with the proposal applicants or other partners of the project, as appropriate and agreed as per the agreement, but only if the project was implemented in conditions of satisfactory performance, assumed objectives were fulfilled and the expected socio-economic impact was achieved. In case the above conditions are not met, or if, during the implementation, is noted that major elements of the signed project were encroached, PMU may take back the equipment bought up to that moment. Repossessed equipment would be sold and the amount thus obtained would be returned to the grant fund for reallocation. This applies also to relevant data such as maps, diagrams, plans, statistics and supporting materials.

## 6. COMPETITIVE GRANT SCHEME ANNOUNCE AND SCREENING PROCESS

6.1. The CGS will be advertised by the Secretariat through radio, television, mass media networks, and newspapers and through round-letters to potential farmer organizations, agribusinesses, and research and extension organizations. Project submission will be a “two stage” process. Initially, the Secretariat will request only a brief (maximum two pages) “concept note” (maximum of 2 pages, as per Annex 4), and in the second stage detailed proposals would be requested from the “pre-qualified” project teams (see Annex 5). The Secretariat will be the point of contact for all requests for submission documentation and queries. (A draft announcement is at Annex 3). The Secretariat will also have a public posting at its office of all related events and results.

6.2. The Principal Officer<sup>2</sup>, named by the beneficiary institution, will be the primary contact for all matters pertaining to the project, and will bear the full responsibility in respect with project implementation and funds usage. If, due to well-founded reasons, the Principal Officer will no longer be able to coordinate the project, the beneficiary institution will name another Principal Officer, having the PMU’s prior acceptance.

6.3. Responsibility for proposal preparation, submission, implementation, and accountability will rest with the Principal officer, who will be the contact person for all problems regarding the project. Four (4) copies of the proposal and all supporting documentation must be received at the Secretariat before the submission deadline as advertised. Applications received after the published deadline will not be eligible for consideration. Faxed copies of proposals are not acceptable. For the purpose of verifying deadlines, the date of the postal or courier service will be used.

6.4. The Secretariat will immediately acknowledge receipt and assign a registration number to the proposal that will be used throughout the life of the project.

6.5. The Technical Secretariat staff will screen proposals for compliance with documentation, financial, and technical submission guidelines. In the same time the project objectives will be analyzed, as well as the proposed activities, socio-economic impact and cost eligibility. The initial screening criteria are in Annex 6.

6.6. (a) If the proposal is accepted, the Secretariat will forward it for peer review, and the Principal Officer will be notified.

6.6. (b) If the proposal is rejected, the Secretariat will notify the Principal Officer of the decision, and reasons for rejection. Proposals that are rejected can be re-submitted in subsequent calls for proposals.

6.7. Proposals will be reviewed by two peer reviewers, in accordance with a set of selection criteria. Names of the peer reviewers are confidential, and they must declare any conflict of interest. This phase is discussed further in Section 7.

6.8. Peer reviewers comments are returned to the Secretariat which prepares a material for submission to the Board, for its information.

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<sup>2</sup> The Principal Officer is the primary grant applicant who may submit a grant application on behalf of one or more institutions.

6.9. The Agriculture Services Board meets for discussing and selecting the projects most suitable to be financed. Board members must declare any conflict of interests and withdraw from the discussions. This aspect is detailed in Section 8.

6.10. The Technical Secretariat will inform the Principal Officer about ASB decision, and in case of written request, the Technical Secretariat will provide a copy of the peer reviewers' comments together with the letter of notification.

6.11. The Technical Secretariat will participate at Grant Agreement negotiations, together with Principal Officer. In case any modification of the project is requested, the minutes of discussion between the parts will be signed by both parts and a copy given to the Principal Officer. A deadline is established for the modifications to be included in the project. In case this deadline is not respected, the financing approval will be considered cancelled.

## 7. PEER REVIEWERS

7.1. After pre-evaluation and evaluation by the Technical Secretariat, proposals will be verified by two peer reviewers, chosen from a list of specialists approved by ASB (including farmer leaders, leaders from agri-business, specialists in agricultural banking specialists, media specialists, research scientists, extension specialists, economists, sociologists, and education specialists). Proposal objectives will be critically reviewed in order to determine their capacity of answering the CGS priorities and objectives and will be evaluated against a set of criteria. (Annex 7 contains the detailed Terms of Reference (TOR) for peer reviewers who are analyzing in parallel).

Evaluation Criteria	Points
1. Objectives addressing national priorities of farmers, agro-processing sector or marketing	10
2. Rapid, quantifiable impact among a large number of beneficiaries, with appropriate methodology for transfer is highlighted	10
3. Assuring replicability	10
4. Multi-stakeholder collaboration, involving farmers, NGOs, universities, private and public sector, international institutions	10
5. Institutional capacity, including availability of qualified staff, facilities and counterpart resources	10
6. Methodology is appropriate and innovative	10
7. Clearly defined monitoring arrangements including indicators and milestones against which progress and outcomes can be assessed.	5
8. Low risk	5
9. Cost effective approach with appropriate budget	5
10. Environmental impact positive or neutral	5
11. Social and economic benefits	10
12. Building on on-going work and knowledge	10
<b>Total</b>	<b>100</b>

7.2. Peer reviewers evaluate proposals and return their comments to the Secretariat, as well as the reasons for recommendation or rejection in written form on the pro-forma supplied. Recommendations involve two possibilities: (1) acceptance, or (2) rejection (Annex 7). The Secretariat will rank and submit the recommended proposals to the Board. Comments of the peer reviewers will be made available to applicants on request, but evaluators will remain anonymous.

7.3. ASB will meet as appropriate to discuss the proposals and select those most appropriate for funding. Technical staff of the Secretariat will attend as required for clarification of individual proposals. Board members will be required to present a prescribed number of proposals at the Board meeting as the lead discussant. The Board's decision is final on approval or rejection of individual proposals.

## **8. THE BOARD'S DECISION**

8.1. The Secretariat will ensure that proposals are distributed to members of the Board at least two weeks prior to the Board meeting. The Board chair, in consultation with the Secretariat head, will assign responsibility to individual Board members to act as the lead during a set of discussions for proposals at the meeting of the Board. Members will be responsible to select proposals, and must therefore be familiar with the objectives, content and financial issues contained in the proposal. Board will examine and proposals considered to be most appropriate in meeting the objectives of the CGS, within the limits of the available budget. Proposals will be evaluated in order of (1) support, (2) support with minor revision, and (3) rejection. Board members will analyse in writing the evaluated proposals and will submit the analyses to the Secretariat. The Secretariat will notify all Grant applicants of the outcome of the meeting by mail and public posting at the Secretariat within the following week.

8.2. Following approval, three original copies of all legal Grant Agreement documents will be prepared for signature by the Principal Officer, the director of the beneficiary institution, the director of the ASSP PMU, and the chair of the Board. A draft Grant Agreement with the Ministry of Agriculture, Food and Forest is at Annex 8. One original copy each is retained by the Principal Officer, the PMU, and the CGS Secretariat. The initial payment will subsequently be processed by the PMU and made to the beneficiary institution in the accounts opened especially for the project.

## **9. GRANT AGREEMENT CONDITIONS**

9.1. During the negotiations, beneficiary institutions will make proof of solvability, credibility and creditworthiness by showing the last balance, audit report for the former year (if any) and other documents which may be considered relevant for making proof of creditworthiness.

9.2. Grant Agreement requires signature by all parties, and the project proposal will be a component of the legal documentation. Key items of the Grant Agreement are:

- Rules for control and supervision;
- Agreed monitoring milestones;
- Grant funds to be made available;
- Items to be funded under the project;
- Contributions to be made by the implementing organizations;
- Ownership of intellectual property rights;
- Rules for reporting, monitoring, and supervision;
- Rules for publication of results;
- A schedule for the release of funds;
- Grant Agreement termination procedures.

### **Financial procedures**

9.3. PMU, assigned by MoAFF, has the entire responsibility for assuring scheduled disbursement at the specific request of Principal Officer, with Technical Secretariat approval.

9.4. Principal Officers must be fully aware of their financial obligations under the Grant Agreement and make appropriate provisions for meeting the requirements. The beneficiary institution is the primary recipient of grant funds and it is its responsibility to ensure that funds are handled in accordance with the Bank's and project's work plan, and ensure that financial reporting is at the required standard. The Grant Agreement requires that funds be returned in the event of cancellation of the Grant Agreement and that any uncommitted funds on reaching completion be returned to the CGS for reallocation.

### **Disbursement**

9.5. On signature of the Grant Agreement, Principal Officers will send a signed disbursement request to the PMU specifying the bank account numbers to which the disbursement should be credited, and the requested amount (according to para. 9.7).

9.6. Grants will be disbursed according to the payment schedule set out in the Grant Agreement (Annex 8). The schedule is designed to ensure that the first payment, disbursed immediately after the Grant Agreement is signed, be sufficient to ensure timely and effective project implementing and operation during the first year, but will not exceed 25% of CGS sum. The schedule for the subsequent disbursements is based on the program established in the Grant Agreement. After paying the first tranche, the subsequent payments will be made by PMU, after the written request of the Principal Officer, after prior approval of the Technical Secretariat. The request will be accompanied by a report on the implementing stage (from financial and technical point of view), as per Annex 9. The payment will be made only after the acceptance of this report by PMU. A final payment of 5% of the overall budget will be retained for disbursement on receipt of the project completion report.

### **Procurement**

9.7. Procurement of goods and services financed by the grants will be undertaken in accordance with national or international shopping procedures that are acceptable to the World Bank.

9.8. Procurement within CGS will be done by grant beneficiaries, and PMU will be in charge of supervising administrative and technical aspects of the research and extension services. For ensuring a better transparency, grant beneficiaries are requested to keep all quotations, invoices and pro-formas from the procuring stage, in case PMU has to check them.

### **Financial, Accounting and Auditing Procedures**

9.9. For CGS funds the beneficiary will open separate bank accounts, specially earmarked for the project. According with IBRD Loan Agreement no 4533-RO, CGS financing will be covered in a share of 75% by the IBRD loan and 25% from MoAFF financing. Accordingly, the beneficiary will open separate accounts for each of the two financing sources, as follows: for IBRD financing, accounts will be opened only in a Bank agreed by the grantor, and for the part of co-financing from MoAFF, separate accounts must be opened in the local Treasuries. Beneficiaries are asked to ensure that these amounts will not be subject to confiscation, compensation, allotment or seizure.

Accounting for the operations within CGS, as well as all the needed documents, will be kept separately.

The beneficiary institution is compelled to ensure auditing the project at the start of every year for the previous year. A copy of the audit report thus concluded will be sent to PMU no later than May 30 of each year, for the previous year.

Beneficiary institutions, together with the Principal Officer, will be directly responsible for using CGS funds, as is stipulated in the Operational Manual, Grant Agreement signed by all parties, IBRD Loan Agreement 4533-RO and any other legal stipulations which may regard CGS in any way. In case is noticed that CGS sums were used in a faulty way, Principal Officers, together with beneficiary institution will be responsible for re-imbursing the sums thus spent.

## 10. REPORTING, MONITORING AND EVALUATION

10.1. A good system of monitoring and evaluation is important for ensuring efficient on-time implementing extension and applied research activities financed by Grant Scheme and for improving the impact by a thorough analysis and dissemination of the experience. PMU will be assisted in monitoring by local consultants

10.2. PMU and ASB will be responsible for the entire monitoring and supervising of CGS funded projects, through the analysis on periodical basis of all the reports sent by beneficiaries. A team of PMU specialists, which may include a external specialist, will carry out periodical visits in-situ. Members of ASB can also be part of such field trips. PMU will take into consideration the opportunity of organizing annual meetings, in order to allow Principal Officers to meet and exchange opinions and information. Board members or specialists in research and / or extension can be part of such meetings as well as field trips. PMU can use ASB meetings as discussion forums on project development.

10.3. Project directors will have to submit a periodic set of reports on the level of implementing their project, at every funding request, but no later than 6 months from the last report or financing tranche, as well as any other reports or papers reasonably requested by PMU or ASB. A final report should be submitted at the completion of the project, which will include the entire implementation period (as per Annex 9). PMU will analyze the reports and will supply the ASB with a short version of the reports, in view of establishing or accepting the rectification measures, if any. Project progress will be appreciated in respect with the established objectives, respecting the activity schedule, meeting the proposed targets and accepting the financial status by the PMU.

10.4. Monitoring and evaluation system proposed will include the following three approaches:

- **Monitoring.** Monitoring will be based on progress reports prepared by the Principal Officer with reference to physical, technical, financial, and managerial indicators. Reports will be reviewed by the PMU and submitted to the Board. The Board and PMU would be responsible for initiating any follow-up actions stemming from the reviews as directed by the Board.
- **Concurrent evaluation.** The Board and Secretariat, in conjunction with outside agencies (local universities and research institutes), will undertake periodic, special process and quick-response studies of sample and problem grant-funded projects. Their purpose is to qualitatively examine implementation activities and, for problem projects, to recommend solutions to immediate problems requiring the attention of the Board and participating grant beneficiaries
- **Post evaluation.** Post evaluations of a representative range of activities will be carried out by an outside expert agency, such as an agricultural university or economic institute. These experts will be selected for their experience and skills in assessing whether activities have achieved their intended results in terms of such outcomes as technology

development, dissemination and adaptation, actual and potential impact on farm incomes, institutional capacity development, and human resource development. The post evaluation will be an especially critical input in mainstreaming successful extension messages and delivery mechanisms and in designing future initiatives for strengthening and reforming research and extension systems.

## **11. MAINSTREAMING AND LONGER-TERM ACTION PLAN**

11.1. Board will provide annual reports on general experiences with the Competitive Grant Scheme and make recommendations for up-scaling the transfer of successful technologies or for mainstreaming effective approaches to extension or research. The M&E specialist holds responsibility for preparing the annual reports for acceptance by the Technical Secretariat for submission to the Chair of the ASB and the World Bank.

## **12. ORGANIZING AND MANAGEMENT**

12.1. Competitive Grant Scheme is a component of Agricultural Support Service Project (ASSP). Agricultural Services Board (ASB) will hold the entire responsibility for CGS functioning, having the entire support of Project Management Unit (PMU), which is responsible for the everyday management of CGS portfolio. Technical Secretariat is an integrant part of Project Management Unit (PMU).

### **Agricultural Services Board (ASB)**

12.2. ASB has been established by a Ministerial Order to take overall responsibility for policy guidelines, management, and implementation of the CGS. The Board will hold ultimate authority for approval of projects based on recommendations from the Secretariat following peer review. See terms of reference in Annex 1.

12.3. The Board will consist of 12 members plus the Chair, who will be appointed for a two-year period. To ensure continuity, Board members can be re-appointed for a second term or one year extension. The Board will meet as necessary but no more than eight times in a year. Board members will be compensated by payment for services (excluding government employees) for actual days of work and payment of travel fees and subsistence costs.

12.4. An independent Chair will be nominated by the Ministry from a short list acceptable to the World Bank and agreed to by Board members. The Chair will also be a member of the Project Steering Committee (PSC) which would provide overall policy and implementation guidance for the larger Agricultural Support Services Project.

12.5. While the composition of the Board may vary over time, the Board should always have majority representation of the private sector, including farmer organizations, and NGOs. It is envisaged that the initial composition of the Board would be as follows:

Affiliation of Agricultural Services Board Members	No. of Members
Private farming sector including agricultural industry	4
Input supply	1
Academy of Agricultural and Forest Sciences	1
National Agricultural Research Institutes	1
Agricultural universities, education institutions	2

National Agency of Agriculture Consultancy [ANCA]	1
Ministry of Agriculture, Food and Forests	1
Ministry of Public Finance	1
Total	12

### **Technical Secretariat**

12.6. Board will be supported by a Technical Secretariat located within PMU – MoAFF. Technical Secretariat will consist of three specialists in the fields of socio-economic, research and extension, and a small administrative and support staff capacity. A Secretariat head will be appointed, who will also serve as the Board Secretary. The Secretariat will operate under the overall guidance of the Board. (Annex 1 contains the terms of reference for the Secretariat.)

### **Project Management Unit**

12.7. Project Management Unit (PMU) in MoAFF (comprising also the Technical secretariat) will oversee overall execution of the ASSP within which the CGS will operate. In consultation with the ASB, the PMU will undertake procurement of goods and services needed for the functioning of the CGS, and undertake overall accounting and financial management of the CGS. PMU, by its Monitoring and Extension Specialist, will also play an important role in monitoring and evaluation of projects financed within the CGS.

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- 5D. Centralizing budget
- 5E. Time table flow chart
6. Format for initial screening of proposals by TS
7. Peer reviewers' terms of reference
8. Outline for Grant Agreements
9. Project Progress Report Format
- 9A. Technical report
- 9B. Financial report.
10. CGS disbursement chart

## **TERMS OF REFERENCE FOR AGRICULTURAL SERVICES BOARD AND SECRETARIAT**

### **Agricultural Services Board will:**

- Define policy guidelines for management of the Competitive Grant Scheme.
- Approve priorities in applied research and extension in CGS
- Ensure final selection of CGS proposed projects, as per specific criteria.
- Ensure the quality of financed projects
- Analyze periodical reports of the financed projects, and will suggest remedies or ways to improve them, if needed.
- Adjudicate complaints and disputes concerning project implementation.
- Develop a longer-term vision for the Romanian agricultural research, extension and education system and a plan of action for its implementation including investments required.

### **The Secretariat will:**

- Ensure CGS technical implementation.
- Liaise with media to arrange all advertising and documentation for calls for proposals.
- Arrange and coordinate all phases of the peer review process.
- Monitor progress of the project portfolio, and arrange and assess project evaluation reports, together with Monitoring and Evaluation Specialist
- Evaluate the quality of implemented project
- Ensure Principal Officers adhere to all Grant Agreement requirements of the CGS, and be their first point of contact on inquiries.
- Liaise with the PMU on all financial and legal matters pertaining to the Competitive Grants Scheme
- Prepare annual reports on project implementation, focusing on lessons learned.
- Ensure any data bases or Management Information Systems are current and accessible.

The head of the Secretariat will serve as secretary of the Board.

**ELIGIBILITY OF CRITERIA FOR AGRICULTURAL SERVICES BOARD CHAIR**

The Agricultural Services Board chair will be nominated by the Minister of Agriculture, Food and Forests, and agreed on by Agricultural Services Board members and the World Bank.

The eligibility criteria are as follows:

- Respected and well recognized person both nationally and internationally
- Progressive, fair, and impartial
- Strong leadership and managerial skills
- Strong interpersonal communication and conflict resolution skills
- Multi-stakeholder experience
- Interest and willingness to work on Agricultural Services Board activities
- International exposure and experience with international agricultural research, extension, and education programs
- Knowledge of Romanian and international agriculture
- Knowledge of English language preferred
- Not affiliated with government or agencies such as ASAS structures and networks
- Champion of the project (to promote program to the government, the parliament, international donors, and potential principal officers of the project).

## ANNOUNCEMENT FOR SUBMISSION OF PROJECT PROPOSALS FOR COMPETITIVE GRANT SCHEME

### Guidelines for Preparation

Announcement soliciting proposals to be considered for funding by the Competitive Grant Scheme will be placed in the media, mainly in widely circulated magazines and newspapers, and would also be circulated in brochures and/or electronic form to institutions and networks with a potential interest in participating in the Competitive Grant Scheme.

The announcement has to provide the following information:

- **Objective.** This should include a statement that “with World Bank support the Government of Romania has established a Competitive Grant Scheme to support applied agricultural research and extension focusing on problems of high priority for the development of Agriculture. The Agricultural Services Board of the Competitive Grant Scheme is now seeking proposals for projects within specific areas of agricultural research and extension programs on (state topics)”.
- **Applicant.** The announcement should indicate the qualifications being sought. The applicant for a grant will be expected to have applicable education, and the CV of the Principal Officer should be submitted with the proposal. Qualifications should not be so stringent to deter or exclude staff of farmer organizations, private industry, NGOs and extension.
- **Eligible participants.** Submissions are particularly encouraged from multi-institutional and/or disciplinary teams which could include:
  - Producer organizations
  - Private agro-industries (seeds, machinery, chemicals), market operators
  - NGO's
  - Universities
  - Extension agencies
  - Agricultural research stations
  - Agricultural research institutes
  - Private individuals and consulting companies
- **Proposal Documentation** can be obtained for the Competitive Grants Scheme Secretariat located at Str. Negustori 1B, sector 3, Bucharest, or by calling 01.315.29.50 / 55 / 65, or by e-mail at [assp@xnet.ro](mailto:assp@xnet.ro).
- **Rules for operation.** The applicant should be notified that:
  - The proposed project should be completed within a specified time frame (three years maximum).
  - Grants requested must be accompanied by a co-financing or in-kind component of at least 20% of the total budget.
- **Submission of applications**
  - The deadline for submissions should be stated.

- The official forms should be used for the application.

- **Evaluation of applications.** The applicant should be made aware that:

- Applications received after the deadline will be disqualified.
- The project proposals will be subject to a technical peer review.
- Final decisions will be made by the Agricultural Services Board.

- **Notification.**

- Will be posted publicly, similar to listing of presentations to the Board, within three (3) days of the Board meeting at the Secretariat Office.
- All applicants (successful and not) will be informed by mail of the Board's decision regarding their submitted proposal.

**OUTLINE FOR PROJECT PROPOSALS (CONCEPT NOTE)**

Date of Submission: \_\_\_\_\_

Registration Number: \_\_\_\_\_

Project title: \_\_\_\_\_

Planned duration: \_\_\_\_\_

Proposed starting date: \_\_\_\_\_

Completion date: \_\_\_\_\_

Project proposing institution: \_\_\_\_\_

Project director: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Phone no: \_\_\_\_\_

Total Project cost: \$ \_\_\_\_\_ Requested Grant amount: \$ \_\_\_\_\_ % of Total \_\_\_\_\_

Amount of Co-financing or in-kind support \$ \_\_\_\_\_

**Summary description of the project**

The description might cover the following items:

- The core objective and how this is related to the priorities mentioned in the Operational Manual;
- A reference to existing knowledge;
- The nature and importance of the problem on which the project is directed;
- An indication of the capacity of the collaborating institutions;
- A description of the expected results and quantitative impact including number of beneficiaries;
- Provisions that would be made for technology dissemination
- Principal Officer's CV

**OUTLINE FOR PROJECT PROPOSALS**

Date of Submission: \_\_\_\_\_

Registration Number: \_\_\_\_\_

Project title: \_\_\_\_\_

Planned duration: \_\_\_\_\_

Proposed starting date: \_\_\_\_\_

Completion date: \_\_\_\_\_

Total Project cost: \$ \_\_\_\_\_

Requested Grant amount: \$ \_\_\_\_\_ % of Total \_\_\_\_\_

Amount of Co-financing or in-kind support: \$ \_\_\_\_\_

**Summary description of the project** (maximum 1,000 words):**Statement:**

This project application is submitted by \_\_\_\_\_, and has been made in full agreement of all participating institutions. The principal institution (institution of the Principal Officer) and the other participating institutions agree to provide timely and adequate staffing, buildings, logistic and administrative support, and any other support that the project foresees. Accounts will be maintained, funds utilized, and project implementation supervised and monitored in accordance with the attached project documents and instructions from the Agricultural Services Board.

**Responsibilities:**

The following person will be directly responsible for the project implementation, devote necessary time and effort to its effective and efficient implementation, and be the principal contact person for Agricultural Services Board PMU.

Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Contact: \_\_\_\_\_

Signature of the Principal Officer \_\_\_\_\_ Date: \_\_\_\_\_

**Commitment from participating organizations:**

The participating institutions commit to make available:

- Funds, as they indicated in the attached budget
- Qualified, full time staff (or equivalent part-time);
- Timely operation and maintenance funds for vehicles;
- Suitable office / laboratory / field facilities including their utilities for the duration of the project;
- Other relevant support for an efficient and effective implementation of the project.

**Signatures:**

Name 1	_____	Name 2	_____	Name 3	_____
Institution 1	_____	Institution 2	_____	Institution 3	_____
Date	_____	Date	_____	Date	_____

**Description of the Project:**

The description of the project must cover the following:

- Objectives and methodology of the proposed project;
- The relation of the project with other ongoing activities;
- Key components of the project and delivery mechanisms;
- Probability and methodology of adoption;
- Major risks to a successful completion and remedial actions;
- Sustainability of the proposed activities;
- Socio-Economic impact;
- Facilities and resources available for the project.

In addition to the narrative, the proposal will fill out the following annexes:

- **Project description**, with objectives, activities, beneficiaries, implementation responsibilities, outputs, performance and impact indicators, quantified targets and monitoring responsibilities (as per Annex 5B)
- **Cost / benefit analysis**, based on the model proposed by the project (annex 5A)
- **Activity detailed budget**, based on the activities identified in the project description, providing total expenditures, total costs and Competitive Grant Scheme costs, source of non-Competitive Grant Scheme funding and annual phasing of the project activities/funding for a period up to three years (Annex 5C)
- **Centralizing budget** (Annex 5D)
- **Time-table flow chart** (Annex 5E)
- **Principal Officer’s CV**

Note: project activities as described in the descriptive part should be encountered in the following tables: project description, costing by activities, and graphic of activities development.

**COST-BENEFIT ANALYSIS**

- The analysis refers to the technology/improvement/model proposed for dissemination, and it refers to the model proposed for dissemination.
- The analysis is carried out for the life time of the investment.
- The investment refer to the necessary investment of a medium farmer from the target group, for being able to implement in production the model proposed in the project.
- Investment must be detailed by items. If there are several independent sub-projects, these are analyzed distinctively.
- **ASSUMPTIONS** must be clearly specified!
- The model below must to be adapted by each accordingly.

	<b>Without project</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>
<b>1. REVENUES</b> (sum of production values)							
1.1. Physical production*							
1.2. Unit price USD							
1.3. Production value (1.1. x 1.2.)							
<b>2. DIRECT COSTS</b>							
2.1. Direct labour							
2.2. Materials (seeds, pesticides, fertilizers etc)							
2.3. Fuel							
2.4. Other direct costs							
<b>3. DEPRECIATION</b> (of investment)							
3.1. depreciation A							
3.2. depreciation B							
<b>4. INDIRECT COSTS (OVERHEAD)</b>							

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\*to be repeated for each product

4.1. Indirect labor							
4.2. Other indirect costs							
<b>5. GROSS PROFIT</b>							
6. tax (x %)							
7. <b>NET PROFIT</b> (=5-6)							
8. Gross cash flow (=7+3)							
<b>9. INVESTMENT</b>							
A Investment							
B Investment							
10. Net cash flow (=8-10)							



## DETAILED ACTIVITY BUDGET

Activities	Expenditure	Costs		Source of Non-Competitive Grant Scheme Financing		Phasing		
		Total	Competitive Grant Scheme contribution	Beneficiary institution's contribution	Contribution of partners	Year 1	Year 2	Year 3
<b>1. Activity 1</b>	Total activity 1							
	Staff costs							
	a. Professional staff wages <sup>1)</sup>							
	b. Support staff wages <sup>2)</sup>							
	c. Technical assistance costs - Romanian consultants <sup>3)</sup> - Foreign consultant <sup>3)</sup>							
	Staff travel costs: a. domestic b. international							
	Operating cost: - Materials and services - Consumables - Fuel							
	Capital cost <sup>4)</sup>							
	Training costs: a. Short time training fees <sup>5)</sup> b. Field trips and training for farmers - Lectors fees <sup>6)</sup> - Participant costs <sup>7)</sup> - Training materials							

<b>*2. Activity 2</b>	idem							
<b>Subtotal</b>	(Sum of activities)							
<b>Overhead expenses</b>	Communications, water, electricity and heating costs <sup>9)</sup>							
<b>Unforeseen expenses</b>	Maximum of 10% from Subtotal							
<b>TOTAL</b>								

\* Provide this information for each of the activities.

<sup>1)</sup> Number of own staff x Number of man- month x monthly wage;

<sup>2)</sup> Number of auxiliary staff x Number of man-month x daily wage;

<sup>3)</sup> Number of consultants x man-hour x hour cost;

<sup>4)</sup> Detailed per elements;

<sup>5)</sup> Number of lecturers of the implementing team (transport, lodging, per diem and cost of lecture);

<sup>6)</sup> Number of lecturers x number of man-hour x daily cost;

<sup>7)</sup> Number of persons x number of days x daily cost

<sup>8)</sup> Maximum 10% from subtotal

<sup>9)</sup> Maximum 10% from subtotal

***NOTE: these elements have to be detailed for each activity***



<b>Subtotal</b>										
<b>Overhead expenses</b> Communication, water, electricity and heating costs <sup>9)</sup>										
<b>Unforeseen expenses</b>										
<b>TOTAL</b>										

\* Provide this information for each of the activities.

1) Number of own staff x Number of man- month x monthly wage;

2) Number of auxiliary staff x Number of man-month x daily wage;

3) Number of consultants x man-hour x hour cost;

4) Detailed per elements;

5) Number of lecturers of the implementing team (transport, lodging, per diem and cost of lecture);

6) Number of lecturers x number of man-hour x daily cost;

7) Number of persons x number of days x daily cost

8) Maximum 10% from subtotal

9) Maximum 10% from subtotal



**FORMAT FOR INITIAL SCREENING OF PROPOSALS BY THE SECRETARIAT****Project Title:** \_\_\_\_\_**Category:**                      Research                       Extension **Proposed Total Project Cost:** \$ \_\_\_\_\_Requested Competitive Grant Scheme contribution within limits:                       yes                       noApplicants contribution minimum required:                       yes                       noEndorsed by heads of the participating institutions:                       yes                       noSignature of the Principal Officer and collaborators:                       yes                       noSummary description of the project:                       yes                       noCleared for a peer review:                       yes                       no

	YES	NO
Addresses priorities		
Supports stakeholder collaboration		
Quantifiable targets; clearly defined and achievable activities		
Project description and all requested annexes attached		
Result and knowledge transfer methodology is adequate		
Has a significant impact on a large number of beneficiaries, realistic and argued		
Project budget is adequately designed		
Is widely replicable (as per cost-benefit analysis)		

Proposed domain, suggested peer reviewer:

Other observations:

Signature of the Secretariat Specialist: \_\_\_\_\_

Date: \_\_\_\_\_

## TERMS OF REFERENCE FOR PEER REVIEWERS

The peer review process is central to the concept of a Competitive Grants program, providing the technical oversight during the selection of the portfolio. As such the peer reviewers are requested to :

- Ascertain, using the table provided, the broad priority area and delivery mechanism that the proposal is addressing. Review the proposal against the approved set of criteria.
- Evaluate proposals according to the criteria weighting schedule.
- Support criteria ratings with detailed comments as necessary.
- Assign a level of recommendation to the proposal for consideration by the ASB.
- Submit all completed review documentation, including proposals, to the Secretariat by the due date.

Evaluation Criteria	Total Points	Evaluators Points Given	Comments
1. National priorities of farmer, or agro-processing, or marketing addressed	10		
2. Rapid, quantifiable impact among a large number of beneficiaries, with appropriate methodology for transfer	10		
3. Replicability	10		
4. Multi-stakeholder collaboration, involving farmers, NGOs, universities, private and public sector, international institutions	10		
5. Institutional capacity, including availability of qualified staff, facilities and counterpart resources	10		
6. Methodology is appropriate and innovative	10		
7. Clearly defined monitoring arrangements including indicators and milestones against which progress and outcomes can be assessed.	5		
8. Low risk	5		
9. Cost effective approach with appropriate budget	5		
10. Environmental impact positive or neutral	5		
11. Social and economic benefits	10		
12. Building on on-going work and knowledge	10		
<b>Total</b>	<b>100</b>		

\_\_\_\_\_ % score

### Summary Recommendation

Accept

Reject

o

**Comments**, if needed: (use supplementary papers)

**Note:** on each evaluation file, the peer reviewer is asked to enter his name in full, as well as the number and the title of the project.

**GRANT AGREEMENT FOR SERVICES****CGS Grant Proposal Title:**

<b>Parties</b>	
<b>NAME</b>	<b>POSITION</b>
Party 1	Principal Officer
Party 2	Director of beneficiary organization
Party 3	The Agricultural Services Board President
Party 4	Director of the Project Management Unit

<b>Contact Details</b>		
	<b>Grantee</b>	<b>Grantor</b>
Name:		PMU - MoAFF
Address:		1 B, Negustori Street, Bucharest
Phone /Fax /e-mail:		315.29.50 / 315.29.55 / 315.29.65 <a href="mailto:assp@xnet.ro">assp@xnet.ro</a>
Principal Officer		Simona Paranici
Implementing team:		-

The application to the Agricultural Services Board for Competitive Grant Scheme funding for the work defined in the following Project and hereinafter known as "Project" has been approved by the Agricultural Services Board subject to the terms and conditions contained in this agreement.

Project title:	Project no.
Methodology: <i>{EXTRACT FROM THE APPLIED RESEARCH AND EXTENSION COMPETITIVE FUNDING APPLICATION, GIVING PROJECT OBJECTIVES, OUTLINES OF METHODS AND PROCEDURES, A SCHEDULE OF ACTIVITIES, LIKELY RESULTS AND BENEFITS, MONITORABLE MILESTONES, POTENTIAL BENEFICIARIES AND LISTING ALL IMPLEMENTING STAFF AND COLLABORATING AGENCIES}</i>	
Agreement commencement date:	Agreement completion date:
Grant Agreement amount:	Value of the grantee's contribution:
Items to be financed by the grant (personnel costs, travel costs, operating costs, capital costs*, training costs, overheads, unforeseen) * capital costs will be specifically detailed	
Invoicing and disbursement schedule (according to Annex 10)	

## **Appointment**

1. The beneficiary organization, represented by the Principal Officer and the implementing team, will ensure the implementation of the Project under satisfactory performance conditions and make best efforts to achieve the objectives and fulfill all other obligations as detailed in the Grant Agreement. In the case in which, from well-grounded reasons, the Principal Officer can no longer coordinate the Project, the beneficiary institution will name another principal Officer, with the approval of the PMU.

## **Performance of services**

2. The Project proposal is part of the Grant Agreement.
3. In performing the Project, the Principal Officer will:
  - Exercise the degree of skill, care, and diligence reasonably expected of Grantees in similar circumstances, and in accordance with the Schedule, unless this Agreement is terminated earlier as provided for in this Agreement.
  - Comply with all provisions of all statutes, regulations and rules of any government, local or public authority and any professional codes of conduct or practice that may be applicable to the Project.
  - Observe the Agricultural Services Board's (here after "ASB" or "Board") and the Project Management Unit's reasonable directions in relation to the Project.
  - Be reasonably available for consultation with the Board and PMU during the term of this Agreement on the conduct and progress of the Project.

## **Inspection**

4. The Principal Officer will give access to the Board and PMU, as well as to any monitoring consultants hired by the PMU, at all reasonable times, to the premises or the sites at which the Project is being carried out to inspect the progress of the Project, subject to the following conditions:
  - The Board and PMU will first give to the Principal Officer a reasonable notice.
  - The Board and PMU will comply with the Principal Officer's reasonable directions while on Principal Officer's premises or sites.
  - The Board and PMU will only gain access to those parts of the Principal Officer's premises or sites where the Project is being conducted. The Board and PMU shall comply with the Principal Officer's policy on site security and shall, if considered necessary, execute a Confidentiality Agreement in respect of other intellectual property and information to which The Board and PMU or their representatives may be exposed during access.

## **Amending the schedule**

5. The Board and PMU are entitled, at their discretion, to amend the Activity Schedule, at any time if, in their reasonable opinion, the Principal Officer's performance indicates that the Project objectives are not likely to be achieved, are superseded, or may be achieved by another preferred route. The Board and PMU will give Principal Officer 30 days' notice of any such amendment.

Moreover, in well grounded cases, the Principal Officer can request the PMU the modification of the Activity Schedule, as a result of the appearance of unforeseen elements and difficulties in the implementation of the Project.

6. If the amendments to the Activity Schedule are likely to result in the Principal Officer incurring additional costs or are likely to increase the time the Principal Officer may require to complete the Project, then the Agricultural Services Board, the PMU, and the Principal Officer may consider and agree up on any additional amendments to this Agreement.

### **Responsibility**

7. The beneficiary organization, together with the Principal Officer, is responsible and liable for all acts or omissions in the performance of the Project. It will indemnify the Agricultural Services Board and PMU for any loss or damage that the Agricultural Services Board and PMU suffer as a consequence of the Principal Officer's acts or omissions. Moreover, the beneficiary organization, through the Principal Officer, assumes the obligation to respect the stipulations of the CGS Operational Manual for applied research and extension, published in the Official Gazette.

The Principal Officers are directly responsible for the use of CGS funds in accordance to the stipulations of the Operational Manual, the concluded Grant Agreement, the 4533-RO IBRD Grant Agreement and all other legal provisions regarding the CGS. In the case in which the CGS funds have been spent in an inadequate manner, the principal officers will be liable for the reimbursement of the funds thus spent.

### **Personnel**

8. The persons constituting the Project's team are not employees of the Board or the PMU. The Principal Officer is solely responsible for any acts and omissions of the team.

9. The availability of the specified people to implement the grant-assisted Project is an essential term of this Agreement. The Principal Officer will not change any of the people specified in the Schedule without prior written consent of the Board and PMU.

10. The Board and PMU may terminate this Agreement by giving 14 days' notice in writing to the Principal Officer, if the Principal Officer or collaborators become unable to provide the required services and no substitute arrangements satisfactory to the Board and PMU can be made to continue implementation of the grant-assisted Project.

11. The Principal Officer may, following a reasonable notification to the Board and the PMU, withdraw staff from the project location if there is a threat to staff security or health that is beyond the Principal Officer's control, until it is safe for the staff to return. If it is not safe, within a reasonable period, for the Principal Officer's staff to return, then the Principal Officer may terminate this Agreement.

12. If any of the specified people have failed to meet reasonable standards of competence or behavior, the Board and PMU may require that the Principal Officer remove the specified personnel.

13. Should the PMU decide that the employment of any of the Principal Officer's personnel is not in the best interests of the project, the Board and PMU may ask the Principal Officer to replace those personnel without obligation being imposed on to the Board and PMU.

### **Monitoring, Evaluation and Reporting**

14. The Board and PMU will regularly review the Principal Officer's progress in completing the Project for the purposes of running the entire project efficiently and on budget.

15. The Principal Officer will maintain full and accurate records of performance of the Project and will provide to the Board and PMU the reports identified in the Activity Schedule outlining the progress of the Project and highlighting activities undertaken, difficulties encountered, and achievements made.

16. The Principal Officer will provide the Board and PMU with all relevant data and interpretation made in relation to the Project. Such data may include survey information, ground investigation and other data, calculations, plans, drawings, designs, maps, specifications, reports, instructions and decisions. Requests for these data will be timely and reasonable.

17. The Principal Officer will promptly notify the Board and PMU of any significant difficulties encountered or foreseen by the Principal Officer in carrying out the Project.

### **Environmentally-friendly technologies**

18. It will be a condition that pesticides, herbicides and other agricultural chemicals used are ecologically safe and not on the prohibited list. The recipients will handle any chemicals and their application according to environmentally acceptable regulations.

### **Disbursement**

19. The PMU will transfer to the beneficiary organization the grant tranches in the manner as identified in the Project.

20. The Principal Officer will prepare and send to the Agricultural Services Board and PMU invoices for the Project that the Principal Officer carries out and any expenses incurred in carrying out the Project, as specified in the Schedule. These invoices will be endorsed by the Principal Officer. The Principal Officer will also provide to the Board and PMU any documents that they may require to ascertain whether the expenditure incurred is reasonable.

21. The Board and PMU will raise any queries within 30 days of receipt of the mentioned reports. Both parties will resolve disputed invoices as set out in clause 42.

22. The Board and the PMU reserve the right to withhold payment of up to 20% of the fee until services have been satisfactorily completed.

### **Confidentiality**

23. The Principal Officer, the Board, and PMU will keep confidential, and will not use or permit to be used, any confidential information, except to the extent that:

- Such confidential information lawfully enters the public domain.
- Recipient consents in writing to its disclosure.
- This Agreement specifically permits its disclosure.

24. The parties will ensure that their respective agents and employees who receive, or may receive, confidential information are aware of and are bound by these confidentiality provisions.

25. If required by the Principal Officer, the Board and PMU will get written agreement from any person to whom confidential information is likely to be disclosed, which confirms that they have read and understood these confidentiality provisions and will comply with them.

26. These confidentially provisions are in addition to, and do not detract from, any duties of confidentiality imposed on either the Board and the PMU by law, equity, or Grant Agreement.

### **Intellectual Property**

27. Although the Board and PMU each acknowledge that they have no right to all intellectual property that the beneficiary brings to the Project, the latter grants the Board a free license to use the intellectual property embodied in the reports and outputs of the Project.

28. All proprietary rights to the intellectual property arising from this Agreement, or developed in the course of undertaking the Project, shall rest or remain as the Board's sole property absolutely.

29. At the Principal Officer's request, and to the extent allowed by the Board and PMU, a license may be negotiated, at the Principal Officer's expense, to use all or part of the intellectual property on terms that are agreed between the Principal Officer and the Board and PMU. Any license granted shall:

- Restrict the Principal Officer from further licensing the intellectual property
- Have regard for the Principal Officer normal business activities.

### **Equipment and Machinery**

30. Except when the Board and PMU determine that valuable equipment and machinery are required for another approved project, all items of this nature that are purchased under this agreement will become the Principal Officer's property at the end of the project period.

### **Publication**

31. The Board, PMU, and the Principal Officer agree that publications arising from the project as a whole will be "authored" according to the relevant contributions of the parties. Should the Principal Officer be concerned about the proposed authoring arrangements for a particular publication, the Board and PMU will consider any reasonable recommendations from the Principal Officer to better acknowledge the Principal Officer's contribution to that publication.

32. Except as provided for in the Activity Schedule, the Principal Officer, any personnel or agents, may not publish or cause to be published or use for any purpose unrelated to the Project all or any part of the documentation relating to the Project without specific prior written approval of the Board and PMU.

33. Neither of the parties may knowingly make or permit to be made any inaccurate or misleading statement concerning the other, the Project, or any other matter related to this Agreement.

34. Clauses 31 and 33 will survive termination of this Agreement.

### **Termination**

35. This Agreement will terminate upon completion of the Project in accordance with the Activity Schedule unless terminated earlier.

36. Either of the three parties may terminate this Agreement immediately, by written notice to the other, if:
- One of parties is in a material breach of any provision of this Agreement and is unable to remedy such breach within 14 days (or a lesser time if a lesser time is specified in this Agreement) of being notified of the breach by the other.
  - The Principal Officer commits an act of bankruptcy (or become insolvent)
  - One of the parties commits an act of serious misconduct which, in the reasonable opinion of the other, may bring either of to the Board and PMU into disrepute; or
  - The Board does not have access to funds to finance the project.
37. If this Agreement is terminated for any reason:
- The beneficiary institution will immediately refund and account to the Board and PMU all moneys they have been paid under this Agreement.
  - The Principal Officer will immediately cease to use confidential information and intellectual property.
38. Clause 34 notwithstanding, where termination of this Agreement before completion of the Project is due to default by another party, the Board and PMU shall pay the Principal Officer only such amount that is the value of the Project actually performed and of any materials and services ordered by the Principal Officer in anticipation of full performance of the Project.

### **Indemnity**

39. The Principal Officer indemnifies the Board and PMU, and will keep them indemnified, from any claims, demands, costs, actions, or proceedings of any nature that arise from performance of the Project.
40. The Board or PMU have no responsibility for any accident, death or travel accident, or any other type of accident that occurs within the personnel of the Principal Officer during the works or during travel for the purposes of the Project.

### **Dispute Resolution**

41. If any dispute arises between the Principal Officer and the Board and PMU in relation to this Agreement, the three parties will negotiate promptly in good faith in order to amicably resolve the dispute. If the parties are unable to resolve the dispute within 30 days of the dispute arising, the Board and PMU will submit the dispute to the arbitration of a single arbitrator to be appointed by the Board. The arbitration will be carried out in accordance with the prevailing Arbitration Act.

### **Health and Safety in Employment**

42. Where it is necessary for the personnel of the Principal Officer or the Board and PMU to have access to the facilities of the other, the host party shall permit such access provided that the visiting party's personnel comply at all times with the reasonable policies and Health and Safety in Employment Act requirements of the host.
43. The host party shall be the party that controls the place of service in terms of the Health and Safety in Employment Act, except to the extent that the visiting party is in control of the particular activities that it has agreed to undertake at that place of service.

44. Without limiting any other indemnity in this Agreement, and notwithstanding any other provision in this Agreement, the Principal Officer agree to indemnify to the Board and PMU or any other person for any and all damage or loss (whether physical, financial, direct, indirect, consequential, or otherwise) and cost (including legal and lawyer costs), and will protect to the Board and PMU from any claim or proceedings against to the Board and PMU, to the extent clause or contributed to by a breach of this clause.

### **No Assignment**

45. This Agreement is personal to the Principal Officer. The Principal Officer cannot assign, transfer, or deal with this Agreement in any way without prior written consent of the Board and PMU, which can give or withhold their consent as they see fit. Any material change in the Principal Officer's share holding or management is an assignment for the purposes of this clause.

### **Relationship**

46. The Board and PMU have engaged the beneficiary organization represented by the Principal Officer to perform the Project as an independent contractor on a nonexclusive basis. The Board and PMU will not be associates of the Principal Officer.

### **Entire Agreement**

47. This Agreement constitutes the sole and entire Agreement between the Principal Officer and the Board and PMU. There are no oral or written agreements, understandings, representations, or commitments of any kind, express or implied, not expressly set out in this Agreement.

48. All notices under this Agreement shall be in writing and personally delivered, or sent by prepaid post or by facsimile or e-mail to the address of the party to whom the notice is to be given as specified in the Agreement.

### **Governing Law**

49. The laws of Romania shall govern this Agreement. The Principal Officer shall submit to the exclusive jurisdiction of the courts of Romania. The Principal Officer will not object to the exercise of jurisdiction by those courts on any basis.

### **Variation**

50. Variations, waivers, and modifications of this Agreement shall only be valid if in writing and signed by, or on behalf of the beneficiary organization, the Principal Officer and the Board and PMU.

### **No Waiver**

51. Any failure by either the Principal Officer or the Board and PMU to enforce any of the provisions of this Agreement shall not constitute a waiver of any rights to future enforcement.

### **Survival of Provisions**

52. The provisions of this Agreement relating to responsibility reporting, confidentiality, intellectual property, publication, termination, and governing law shall not expire when this Agreement ends.

### Force Majeure

53. Neither the Principal Officer nor the Board and PMU will be responsible to the other for delay or failure in performance of any of the obligations imposed by this Agreement when such failure is occasioned by unintentional fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, court order or government interference, civil commotion, riot, war, strikes, labor disturbances, natural genetic variations of any living matter or by clause of like or unlike nature beyond the reasonable control and without the fault or negligence of either of the Principal Officer or the Board and PMU.

### DEFINITIONS

In this Agreement, the definitions of key terms are:

<b>Term</b>	<b>Definition</b>
“the Agreement”	This agreement and any amendment to it agreed by the Principal Officer, the Board, and the PMU. The Project is part of the Agreement.
“business day”	Any day of week on which Romania’s trading banks are open for all business
“completion date”	The completion date specified in the Agreement
“confidential information”	Any information relating to our business, the existence and contents of this Agreement and any information that arises in relation to this Agreement or the Project
“Agricultural Services Board”	The Agricultural Services Board, together with its successors or any other party or parties to whom its rights and property might be assigned, also referred to as “the Board” and “ASB”.
“amount”	The amount or amounts specified in the Agreement
“funding”	The money that the CGS pays to the beneficiary organization under the Grant Agreement relating to the Project
“intellectual property”	All information, data, inventions, patents, know-how, designs, or knowledge arising from or developed in the course of undertaking the Project; includes articles and papers (including those produced, collected, or purchased), designs, records, models, samples, processes, software, techniques, methodologies, enhancements or other matters which are produced or arise in relation to the provision of the Project (including copyright) or otherwise in relation to this Agreement
“payment schedule”	The financing tranches’ dates set out in the Activity Schedule
“objectives”	The objectives relating to the project as set out in the Project
“personnel”	Employees and agents and any other professional, technical, and support staff hired by the Principal Officer to perform the Project
“the Project”	The project entitled “ <i>{Insert name of Project}</i> ” described in the Agreement.
“reporting date”	The reporting dates set out in the Agreement
“services”	The Project that the Principal Officer have agreed to undertake as detailed in the Agreement

“implementing team”	The people named as the Principal Officer specified personnel in the Project
“the Activity Schedule”	The tasks and outputs referenced in the Project
„Beneficiary organization”	The organization submitting the Project for funding within the CGS
„Principal Officer”	The natural person nominated by the beneficiary organization to represent it in the relationship with the grantor
„Parteners”	Legal and natural persons that assume obligations in the project’s implementation

## EXECUTION

This Agreement was executed on

\_\_\_\_\_  
Date/Month/Year

### Signed by

Agricultural Services Board

\_\_\_\_\_  
*{insert name of Chairperson of the Agricultural Services Board}*  
Chairperson

### Signed by:

*{Insert Name of Institution or Company}*

\_\_\_\_\_  
*{Insert name of Principal Officer}*  
Principal Officer

### Signed by:

*{Insert Name of Institution or Company}*

\_\_\_\_\_  
*{Insert name of Director of beneficiary organization}*  
Director

### Signed by:

PMU/ MoAFF, Agricultural Support Services Project

\_\_\_\_\_  
*{Insert name of the Director}*  
PMU Director

## PERIODICALLY MONITORING REPORT ON PROJECT IMPLEMENTATION

The papers will cover all the activities of the project, including the ones developed to other participants.

### 1. First page

First page should be used as initial page in all reporting documents. It must contain:

Report type:	periodical or final
Period covered:	from ..... to .....
Title of the project	(as per the approved accord)
Number of grant accord:	(given by the Technical Secretariat)
Starting day:	day at which the activity started
Ending day:	
Principal officer:	name of Principal Officer and address of the beneficiary institution.
Collaborators:	name of each collaborator and the address of their institutions.

### 2. Periodical report

The target of periodical report is to prove the level of implementation of the project and to indicate any possible limits to the project. The periodical report must include:

#### *Generalities*

- diagnose of the project evolution during reporting period (short description results, in comparison with key performance indicators established in the project)
- developed activities (in short) and the way in which they can be included (or not) in project framework.
- Problems; solving modalities.

#### *Administrative aspects, organizing, financial and procurement.*

Problems related to management and administration; list of problems, budget, in time disbursement, staff change, deadline change, location change. Any of such changes must be followed by a short justification and request for budget reallocation. A financial report should be annexed, too.

#### *Aspects regarding applied research and extension.*

- Details of the activities supposed to be fulfilled on the reporting period.
- Results
- Collaboration and printing: explain the collaboration activities and offer a list of participants. As well, list the articles, publications, documents which were published.

*PMU assistance*

- Monitoring
- Any requests in written by Principal Officers and PMU, assistance in developing the project.
- Must be mentioned the way Technical Secretariat should assist project implementation.

*Plan of activities on the next period of reporting**Socio-Economic impact in the area (starting with the second report)**Conclusions**Annexes (financial and technical reporting annexes must be followed by PMU)***Final report**

Will present the results of the project, in a way in which outcome and impact should be evaluated regarding the performance indicators and the impact. Outcome should be presented as per scientific results or extension activity, contribution to the productivity, developing human resources, relevance of the results, efficiency, disseminating information and technologies, and accumulated experience. This report replaces the last periodical report. It must include:

1. *A Resumee*: it describes the purpose of the project, and the results obtained during implementing, and the manner in which these results are contributing to project achievement. The results are placing the project within the general context of agricultural development.

*Project objectives and discussions*: here must be described the mobile of the project, the discussed problem and its importance; also, must be included the relation project has with other projects in development, in the same field, and an explanation of the implication of other institutions in project implementing.

2. *Methods and results*: describes the methodology and presents the information, together with statistic analysis; compares the results in respect with the performance indicators agreed.

3. *Results and impact*: describes the important results of the project; presents a list of publications, learning courses and other meetings held with the purpose of the project, or new breeds / cultivars appeared as a result of the project.

4. *Accountancy*: presents the final situation of the bank accounts appeared due to the project.

5. *Future activities*: describes any activity whose necessity appeared while project development and report issuing.

6. *Technology dissemination*: underlines the way in which the technology and information can be offered to the farmer (demonstrative lots in farms, field trips, TV and radio broadcasts, short extension activities)

**DISBURSEMENT SCHEDULE**

Activity	January		February		March		April		May		June		July		August		September		October		November		December	
	CGS	CoF	CGS	CoF	CGS	CoF	CGS	CoF	CGS	CoF	CGS	CoF	CGS	CoF	CGS	CoF	CGS	CoF	CGS	CoF	CGS	CoF	CGS	CoF
1.1.																								
1.2.																								
...																								
1.n.																								
TOTAL																								

Similar for Year II and Year III