OMB NO. 1124-0006; Expires February 28, 2014

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at http://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: http://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: http://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant	2. Registration No.
Development Counsellors International	4777

3. Name of Foreign Principal	4. Principal Address of Foreign Principal
APEV Romania	7A Paris Street Bucharest Romania 011813

5. Indicate whether your foreign principal is one of the following:

- ☐ Foreign government
- ☐ Foreign political party
- ☒ Foreign or domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☐ Corporation
  - ☐ Association
  - ☐ Committee
  - ☐ Voluntary group
  - ☒ Other *(specify)* Non Profit
- ☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant deals

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

APEV Romania was set up in 2001 as a non-profit legal entity, meant to represent, defend and promote its members' rights and interests, both locally and internationally. Mission To act as a generic promotional body for all "Wines of Romania" and for Romania as a top enotourism destination in Europe. It also provides a wide range of professional business support services that add value to member activities and thus help them become most respected members of the international wine community

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☒ No ☐
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

The contract between Development Counsellors International & APEV Romania is co-financed by the European Union.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

APEV Romania is a founder member of ONIV (www.oniv.ro), the National Interprofessional Vine & Wine Organisation (a value-chain organisation). Together, they participate in the decision-making process with regard to all development strategy and policies concerning the national wine industry. To enhance its action capacity, APEV Romania is also member of the Romanian Chamber of Commerce and Industry (www.ccir.ro). It also closely cooperates with CEEV (www.ceev.be) at EU level.
Board Members: Mr. Dan Muntean, President, M: +40 752 052 152 Mrs. Rodica Fronescu, Vice-President, M: +40 722 536 534 Mr. Philip Cox, Vice-President, M: +40 744 777 387 Mr. Ioan Stefan, Executive Director, M: +40 723 635 945

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
May 10, 2011	Carrie Nepo, CFO	/s/ Carrie Nepo eSigned

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U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at http://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: http://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: http://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration No.
Development Counsellors International	4777

3. Name of Foreign Principal

APEV Romania

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

DCI undertakes to to carry out the activities stipulated in the program "Promotion of quality wines in the US", co-financed by the European Union (50%), the Member State (30%) and the Applicant (20%), in line with the Program for the promotion of agricultural products in third country markets, pursuant to EC Regulation no. 479/2008 and EC Regulation no. 555/2008 with subsequent modifications and completions, in the periods and in accordance with obligations assumed through the present contract. The main objective of the promotional actions shall be the improvement of the image of community wines in the U.S., the change of American consumers' perception with regard to these wines and the increase of exports to this market.

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8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Development Counsellors will provide an assessment of the current US Wine Market and opportunities to favorably position Romanian Wines particularly among the growing audience of Millenials.
DCI will produce a results driven program to "Raise Romania" and set the stage for a much higher level of slaes int he United States. Details of the program are in the attached contract.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
May 10, 2011	Carrie Nepo, CFO	/s/ Carrie Nepo eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

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SERVICE CONTRACT

APEV-RO2010-02 of 22 October 2010

Program Title:	**PROMOTION OF QUALITY WINES IN THE US**
Target Country:	United States of America
Value:	2,500,000 EUR
Finaning Scheme:	EU (50%), Member State (20%), Applicant (20%)
Legal Duration:	36 luni (toate activitatile si platile trebuie efectuate inainte de 15.10.2013)
Number of Pages:	19
Annexes:	4

Definitions

Under the present contract the following terms will be interpreted as below:

Program	"Promotion of quality wines in the US"
Contract	the present contract with all its annexes
Contracting Party	Beneficiary
Contractor	Implementing Agency
Services	activities that form the object of the present contract

Abreviations

EU	European Union
EC	European Commission
APEV	The Wine Exporters' and Producers' Association of Romania
APIA	The Agency for Payments and Interventions in Agriculture
MADR	Ministry of Agriculture and Rural Development

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Between

APEV Romania, The Wine Exporters' and Producers' Association of Romania, Head Office in Bucharest, 7A Paris St., mail code 011813, Tel: 00-40-21-231.85.59, Fax: 00-40-21- 231.12.32, Registered at the District Court Sector 1 under No RAF 63/2001, Unique Registration Code 14029627, Bank Account RO45 BRDE 426 SV 391 2735 4410, opened with BRD-GSG, Titan Branch, hereinafter called the '**Contracting Party**', legally represented by Ioan STEFAN, Executive Director, on the one hand,

and

DCI, Development Counsellors International, located in 215 Park Avenue South, 10th Floor New York, NY 10003-6822, Phone: 00-1-212.725.0707, Fax: 00-1-212.725.2254, Bank [redacted] opened with City Bank, legally represented by Andrew LEVINE, President & Chief Creative Officer, hereinafter called the '**Contractor**', on the other hand,

Having regard to the EU and Romanian legal framework mentioned below:

Regulation 479/2008 on the common organisation of the market in wine, amending Regulations (EC) No 1493/1999, (EC) No 1782/2003, (EC) No 1290/2005, (EC) No 3/2008 and repealing Regulations (EEC) No 2392/86 and (EC) No 1493/1999

Regulation 555/2008 laying down detailed rules for implementing Council Regulation (EC) No 479/2008 on the common organisation of the market in wine as regards support programmes, trade with third countries, production potential and on controls in the wine sector

Regulation 1234/2007 establishing a common organisation of agricultural markets and on specific provisions for certain agricultural products (Single CMO Regulation)

Order MAPDR 218/2009 on wine promotion measures in third-country markets

Order 515/2009 on granting financial support for wine promotion in third-country markets

Regulation 772/2010 on amending Regulation (EC) No 555/2008 laying down detailed rules for implementing Council Regulation (EC) No 479/2008 on the common organisation of the market in wine as regards support programmes, trade with third countries, production potential and on controls in the wine sector.

have agreed the following:

1. The Object of the Contract

1.1. The Contractor undertakes to to carry out the activities stipulated in the program "Promotion of quality wines in the US", co-financed by the European Union (50%), the Member State (30%) and the Applicant (20%), in line with the Program for the promotion of agricultural products in third country markets, pursuant to EC Regulation no. 479/2008 and EC Regulation no. 555/2008 with subsequent modifications and completions, in the periods and in accordance with obligations assumed through the present contract.

1.2. The Contractor shall bear sole responsibility vis-à-vis the Contracting Party for the good performance of the Program, even if during its implementation the latter has resorted to the services of third parties (subcontractors). In no case shall the Contracting Party bear the consequences of any disputes arising between the Contractor and any of its subcontractors.

1.3. The main objective of the promotional actions shall be the improvement of the image of community wines in the U.S., the change of American consumers' perception with regard to these wines and the increase of exports to this market.

1.4. The present contract can be modified through an addendum, if the proposed modifications allow a better program performance or if the modifications of national or community legislation require and/or allow this.

The products covered by this contract are community quality wines appellation of origin and / or geographical indication products on the Romanian territory and which are specified in

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1.1. The products coovered by this contract are community quality wines with contrlled denominations of origin and/or geographical indication produced on the Romanian territory, as specified in **Annex 1**.

1.2. The promotion activities that shall be performed and the calendar of the proposed actions, in accordance with the approved Program, are those stipulated in **Annex 2**.

2. The Duration of the Contract

2.1. The present contract comes into force on the date when it is signed by both contracting parties.

2.2. The duration of the present contract is of 36 months, beginning with the date of the order for the commencement of contract implementation.

2.3. The period of performance of actions stipulated in the contract is divided into 3 stages of 12 months each. The Contractor is authorized to continue the performance of the present contract in the second and third stages only after the reception of the Contracting Party's written authorization.

2.4. The authorization for the continuation of contract implementation is conditioned, on the one hand, by the performance criteria and, on the other hand, by the availability of the necessary credits in the European Community Budget, and in the budget of the Ministry of Agriculture and Rural Development, respectively.

2.5. No expense accrued for the preparation or performance of an action from the next stage is eligible before the date of reception of the authorization.

2.6. No action shall be initiated without the previous written agreement of the Contracting Party, and no promotional material shall be published without its previous consent, following upon the consent expressed by APIA, The Agency for Payments and Intervention in Agriculture (at least 7 working days in advance).

2.7. The present contract shall cease to produce effects 36 months after the order for commencement transmitted by the Contracting Party, and the contract shall cease after the payment of the balance for the last period.

2.8. The Contracting Party shall be entitled to suspend the contract temporarily or definitely – without payment of any compensation – in case the credits necessary for the performance of the contract are no longer available in the community budget and/or the state budget.

2.9. In conformity with Regulation 772/2010, the contract might be extended for a maximum of two additional years if the manner in which the objectives of the present Program justifies such a measure.

3. The Value of the Contract

3.1. The value of the contract for the performance of actions stipulated in the Program is EUR **2,071,020**, to which a percentage of **13%** shall be added, representing the fees of the contractor organization, and that shall not exceed EUR **269,233** under any circumstances, for the entire period of the Program.

3.2. The Program budget, by activities and years, is presented in **Annex 3**.

3.3. The Contractor may use sums of up to 3% of the total value of activities to monitor, evaluate and measure the results on a yearly basis. The sums do not include the value of the final impact study, which shall be solicited from a credible entity, independent from both the Contracting Party and the Contractor.

4. Modalities and Dates for Payments

4.1. Payments under the present contract shall be made on the basis of the Contractor's invoices, expressed in Euros (the EUR/USD exchange rate shall be that published by the Central European Bank in the last but one day of the month preceding that in which the invoice is presented: http://www.ecb.int/stats/exchange/eurofxref/html/eurofxref-graph-

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usd.en.html), *accompanied by the relevant supporting documents, preceded by a* recapitulative statement of these, the activity report and any inspection reports.

4.2. The Contracting Party shall make payments through the single program account, used exclusively for financial operations related to the this program implementation, within 90 working days of receipt of invoices, complete and correct (APEV ROMANIA, IBAN: RO74BRDE426SV40798574260 (RON) and IBAN: RO62BRDE426SV40798814260 (EUR), BRD-GSG, Bucharest, Titan Branch)

4.3. The Contractor's account is stated below:

Citibank, NA
1 Park Ave.
New York, NY 10016

Development Counsellors International , Ltd.
Account [redacted]
SWIFT Code: [redacted]

5. Contract performance

5.1. The signing of the contract by the Contracting Party is conditioned by the receipt from the Contractor of a performance bond to the value of 2% of the total of activities stipulated in the Program (**EUR 2,071,020)**, that is **EUR 41,420** respectively.

5.2. *The performance bond shall be valid for the whole period of the program and for 6* additional months from its finalization. It shall be kept by the Contracting Party and shall be released upon the written request of the Contractor, after the former has verified that all contractual obligations have been fulfilled. The bond is retained in proportion with the degree of non-fulfillment of contractual obligations.

5.3. The financial participation of the European Union and of Romania, corresponding to each stage of the contract, cannot be increased under any circumstances, even if the real cost of the respective actions surpasses the value indicated at point 3.1. for the approved program. The risk of any expenses in excess is integrally borne by the Service Provider.

5.4. Should the total program cost of actions fall below the sums indicated at point 3.1., the financial participation of the European Community and of Romania shall be proportionally reduced.

5.5. Variations in the distribution of expenses are accepted automatically within a 10% limit for each budget line/chapter of the program, provided that these do not exceed the annual financial contribution of the European Community and of Romania as mentioned in art. 3.

5.6. Variations of more than 10% for each budget chapter can also be accepted if justified, when market conditions demand this, and in this case the Contracting Party and the Contractor shall sign an addendum.

6. The Contractor Obligations

6.1. The Contractor shall provide the contracted services at the highest quality and performance level, with the professionalism and promptitude appropriate to the commitment it has made, in conformity with its technical proposal, with the Beneficiary's exigencies, with the provisions of EU Regulations 479/2008 and 555/2008, as well as with those of APIA.

6.2. The Contractor is under obligation to commence the provision of services in the shortest possible time from the receipt of the order of contract commencement, creating, to this effect, the appropriate logistical and administrative framework.

6.3. The Contractor undertakes to render its services in accordance with the calendar of activities comprised in Annex 2 to the contract.

6.4. The Contractor undertakes to act in such a manner so as to ensure an equal treatment for each Romanian company, member of the G6, on the US wine market. No preference shall

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be given under any circumstances to any member of the Group. The setting up of the necessary sale infrastructure in the USA should reflect the equal treatment approach.

6.5. If the Contractor suffers delays and/or incurs additional costs, exclusively due to the Contracting Party, the parties shall mutually agree on the extension of the period for service provision and the modality in which the supplementary costs shall be borne and, as the case may be, shall enter into an addendum.

6.6. Except for the case when the Contracting Party agrees to an extension of the completion time, any delay in contract performance shall entitle the Contracting Party to demand penalties from the Contractor, which can go as far as the contract cancellation.

6.7. The Contractor is responsible both for the safety of all service provision operations and methods used, as well as for the qualification of the staff used for the duration of the contract.

6.8. The Contractor undertakes to constitute the performance bond for the contract, to the sum of **EUR 41,420**, for the whole duration of the contract of 36 months and for 6 additional months after its finalization, through a letter of bank guarantee, before the present contract is signed.

6.9. The Contractor shall oversee service provision, shall supply the human resources, the equipment and any other such matters, whether of a provisional or definite nature, demanded by and for the contract.

6.10. The Contractor/subcontractor shall fulfill all legal obligations accruing to them in what concerns the payment of taxes and duties (such as social security, medical insurance, fiscal taxes etc.)

6.11. The Contractor shall transmit the Contracting Party, before performing any action, all drafts of information and promotion materials that shall be used, for the purpose of their validation by APIA.

6.12. The Contractor shall not commence the deployment of any action without the written consent of the Contracting Party, which must be furnished within 15 days from the Contractor's request for approval. In case the written consent is not furnished to the Service Provider within the stated time limit and if a motivated extension of the latter is not expressly requested, the situation is considered a tacit approval of the action.

6.13. The Contractor shall indemnify the Contracting Party against any complaint and any legal action resulting from the infringement of intellectual property rights (patents, names, registered trademarks, etc.), related to the materials used for or in relation to the actions undertaken.

6.14. The Contractor must use all possibilities to obtain discounts, reductions of tariffs and fees. Any such revenues should be registered in the credit of the account opened for the program deployment, if they have not already been included in the invoices.

6.15. The Contractor shall register in the credit of the program account any revenues, in particular any interest, resulting from the performance of actions that are the object of this contract, the financial contribution of the European Community and of Romania being thus reduced accordingly.

6.16. The Contractor undertakes, both in its own name and for any of its subcontractors, to ensure that:

- all conveyed messages are in accordance with U.S. legislation (target country), as well as with community (EU) and national legislation;
- it indicates clearly and visibly, on all materials produced (including audio-video support), that these were achieved with the financial support of the European Union and from the state budget, in accordance with **Annex 4** to the contract. Otherwise, the respective expenses shall not be eligible.

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6.17. The Contractor shall transmit to the Contracting Party all drafts of informative and promotion materials, which are to be supplied for the deployment of the program before initiating the performance of actions.

6.18. The Contractor can resort to externalizations/subcontractors only with the Contracting Party's authorization and only by using transparent and competitive means of hiring the partners' services.

6.19. The Contractor is under obligation, in case of externalization, to enter into contracts with the designated subcontractors, under the same conditions in which it signed the contract with the Contracting Party.

6.20. The Contractor shall inform the Beneficiary, in writing and without delay, about any event capable of affecting the good performance of the present contract according to and at the times stipulated in the calendar of actions (Annex 2 to the contract).

6.21. The Contractor shall employ a Project Manager in Romania, with the task of providing the interface between the Contracting Party - Contractor - APIA – other Romanian authorities - Banks and any other actor involved in the smooth performance of the contract.

6.22. The Contractor shall allow the European Commission, APIA or organisms delegated by them to exercise the same rights and benefit from the same guarantees and possibilities of control as in the relation with the Contracting Party.

7. The Contracting Party's Obligations

7.1. The Contracting Party is under obligation to take delivery of the services provided within the tim e period agreed upon.

7.2. The Contracting Party shall pay the Contractor the costs for activities performed within maximum 90 days from receipt of invoices with respective supporting documents, after verifying that these are in accordance with the provisions of the present contract and are approved by APIA. Payments in foreign currency shall be made abiding by legal provisions.

7.3. If the Contracting Party does not pay the invoices within the term stipulated in point 4.2., the Contracting Party is entitled to cease the provision of Services until the Contracting Party pays the invoice.

7.4. The Contracting Party shall provide the Contractor, within a reasonable period of time, any facilities and/or information that the latter considers necessary for the performance of the contract, as well as all documents and information necessary for the implementation of the Program.

7.5. In case the Contracting Party delays without good reason the delivery of information, documents and other elements related to the implementation of the present Program, the Contractor is exonerated of the responsibilities for delays occurring in the action calendar included in the contract between the Beneficiary and APIA.

7.6. In case the above documents, information and elements include inaccuracies or are inadequate or false, then the Contractor is, likewise, exonerated of any responsibility if the results are inadequate or inefficient, and the Contracting Party shall be obliged to accept them for payment.

7.7. The Contracting Party is entitled to emit claims to the performance bond, in the limits of the damage caused, if the Contractor does not perform, performs with a delay or performs inadequately the obligations assumed through this contract. Before a claim is made in reference to the performance bond, the Contracting Party is under obligation to notify the Contractor of this, specifying at the same time which obligations were not complied with.

7.8. The Contracting Party undertakes to return the performance bond within 30 days after the expiry of its duration.

7.9. The Contracting Party reserves the exclusive right to modify the program that is to be implemented, in conformity with the contractual obligations assumed towards APIA, under

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the condition that it shall notify the requested changes to the Contractor at least thirty (30) days in advance.

7.10. The Contracting Party reserves the right to relinquish the contract at any time, through a written notification, addressed to the Contractor, with no compensation, if the latter becomes bankrupt, with the condition that the annulment shall not prejudice or affect the right to legal action or indemnification for the Service Provider. In this case, the Contractor is only entitled to claim the relevant payment for the part of the contract that has been fulfilled up to the unilateral termination of the contract.

8. Contract Cancellation

8.1. In case the Contractor does not abide by one of the obligations that accrue to it pursuant to the present contract, the Contracting Party may cancel the contract automatically, without payment of any compensation, after it has sent the Service Provider, by registered letter, with aknowledgement of receipt, a notification that has not been addressed within one monthÎn cazul în care The Contractor nu respectă una dintre obligațiile care îi revin în temeiul prezentului contract, Beneficiarul poate rezilia de drept contractul, fără plata niciunei compensații, după ce a trimis The Contractorui, prin scrisoare recomandată, cu confirmare de primire, o notificare căreia nu i s-a dat curs în termen de o lună.

8.2. The contract shall be cancelled, without notice, by the Contracting Party, in the following cases:

a) in case of a serious default on contractual obligations, certified accordingly by the Contracting Party;

b) if the Contractor does not, through its own fault, obtain the permits or authorizations necessary for the performance of the contract;

c) if he Contractor made false statements in order to obtain the present contract.

8.3. In case of cancellation, the Contractor shall integrally lose the performance bond.

8.4. In case of cancellation, the sum owed to the Contractor shall be decided on the basis of the real costs of the actions performed, in accordance with the present contract, including the expenses generated by works in preparation for actions that were to be performed.

8.5. The Contractor remains solely responsible for any liquidated damages claimed by third parties as a result of the cancellation of the present contract.

9. Disputes Between Contractors and Third Parties

9.1. Beneficiarul poate solicita The Contractor The Contracting Party may request the Contractor to initiate an administrative or judiciary procedure against a third party in connection with the performance of this contract.

9.2. The Contractor informs the Contracting Party, in writing, about any administrative or judiciary procedure initiated by a third party against the Contracting Party, consequent upon the performance of this contract.

9.3. The contracting parties shall mutually agree upon the steps that shall be taken.

10. Control of Contract Performance

10.1. The Contractor shall maintain analytical accounting for the purpose of identifying the revenues and expenses related to the performance of actions stipulated in this contract. It will make available to the Beneficiary, to the European Commission and to APIA or to the organism delegated by it all information and documents necessary for the verification of the fulfillment of obligations that accrue to it.

10.2. The Contracting Party is entitled to verify the mode of service provision in order to establish their conformity with contractual provisions. Beneficiarul are dreptul de a verifica modul de prestare a serviciilor pentru a stabili conformitatea lor cu prevederile contractuale.

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10.3. The officials designated by the European Commission and APIA (including delegated organisms) can conduct, at any time, technical and accounting inspections, that shall allow the tracing of the evolution and fulfillment of the actions stipulated in the contract, both in the case of the Contracting Party, as well as in the case of the Contractor, at the site where the actions are deployed.

10.4. The persons designated by APIA, the mandated agents of the Commission and of the Court of Audit shall have access to the accounting records and to any other document concerning payments effected in the framework of this contract, from the date it is signed and up to the expiry of a period of 5 years from the date of the last payment effected in favor of the Contractor.

10.5. The Commission can take part, at any moment, in the inspections made by APIA and can undertake any additional inspection it deems necessary.

10.6. The Contracting Party is under obligation to notify the Contractor, in writing, as to the identity of its representatives, of APIA or of the European Commission authorized to conduct the inspection.

11. The Dissemination and Use of Results

11.1. The Contractor shall protect and/or order the protection of information/promotional materials produced within the contract by copyright or property rights.

11.2. The Contractor shall answer for the confidentiality of information that it shall obtain during the implementation of the program.

11.3. The Contractor shall not transmit to third parties and shall in general not publish any of the contract documents or any information resulting from these documents.

11.4. In its contracts related to the implementation of the program, the Contractor undertakes to cite explicitly and clearly the name of the Organization on behalf of which it acts, as well as the title of the EU program.

11.5. The Contractor undertakes, both for itself as well as for any subcontractors, to reserve the Contracting Party, the European Commission and Romanian authorities, through APIA, all rights of usage of the results of the actions that are the object of the present contract. This obligation does not affect the obligation of the Contractor to disseminate the results, if this dissemination is stipulated in the contract.

11.6. The Contractor accepts the right of the Contracting Party, of the European Commission and of Romanian authorities to communicate or publish information regarding the actions stipulated in the present contract, as well as the in the final evaluation of actions by an independent credible body.

11.7. The Contracting Party shall be able to subsequently use, with the written consent of the European Commission and of APIA, all promotional materials made and financed within the program, that are the object of this contract, including graphic visual and audiovisual productions, as well as internet sites.

11.8. The Contractor shall allow the Contracting Party and APIA to use the results of actions that are the object of this contract.

12. Fiscal clause

12.1. In applying articles 3 and 4[1] of **The Protocol on the Privileges and Immunities of the European Communities**, the financial contribution of the European Community is exempt from any tax and duty, in particular from value added tax.

[1] **Article 3**
The Communities, their assets, revenues and other property shall be exempt from all direct taxes.
The Governments of the Member States shall, wherever possible, take the appropriate measures to remit or refund the amount of indirect taxes or sales taxes included in the prices of movable or immovable property, where the

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12.2. For the application of articles 3 and 4 of the afore-mentioned protocol, the Contractor shall conform to the instructions of APIA and of the Commission, having regard to the fact that:

- Taxes and duties paid by the Contractor in the U.S.A. are eligible for reimbursement from the financial support given by the E.U. and Romania within this contract, with the exception of those that can be deduced in the U.S.A.

13. Force majeure

13.1. Force majeure shall be certified by a competent authority.

13.2. Force majeure exonerates the contracting parties of the fulfillment of obligations undertaken through the present contract, for the duration of the period in which it applies.

13.3. The performance of the contract shall be suspended for the duration of the period when force majeure is in effect, but without affecting the rights accruing to parties until the date of its occuring.

13.4. The contracting party invoking force majeure is under obligation to notify the other party, immediately and completely, of its occurrence and to take any measures that are available to it for the purpose of limiting consequences.

13.5. If force majeure is in effect or is estimated to have effect for a period exceeding 6 months, each party shall be entitled to notify the other party of the full termination of the present contract, and no party shall be entitled to claim liquidated damages from the other party.

14. *Jurisdiction, amendments, litigations and their resolution*

14.1. The contract shall be interpreted in accordance with the laws of Romania and of the European Community.

14.2. The contracting parties are entitled, for the duration of the period in which the contract is performed, to agree upon the modification of the clauses of the contract, through an addendum.

14.3. No modification, addition, elimination, cancellation or any other change brought to clauses or conditions of the present contract shall be valid, unless expressed in writing, unless accepted by the contracting parties and unless signed by the authorized representatives of the contracting parties.

14.4. Any of the contracting parties is entitled to cancel the contract only in case of default by the other contracting party.

14.5. The Contracting Party and the Contractor shall make every effort to resolve amiably, through direct negotiation, any misunderstanding or dispute that may arise between them within or related to contract performance.

14.6. If, after 15 days from the commencement of these negotiations, the Contracting Party and the Contractor do not amiably resolve a contractual dispute, each can request that the dispute to be resolved either by arbitrage at the Romanian Chamber of Commerce and Industry or by the Romanian courts.

Communities make, for their official use, substancial purchases the price of which includes taxes of this kind. These provisions shall not be applied, however, so as to have the effect of distorting competition within the Communities. No exemption shall be granted in respect of taxes and dues which amount merely to charges for public utility services.

Article 4

The Communities shall be exempt from all customs duties, prohibitions and restrictions on imports and exports in respect of articles intended for their official use: articles so imported shall not be disposed of, whether or not in return for payment, in the territory of the country into which they have been imported, except under conditions approved by the Government of that country.

The Communities shall also be exempt from any customs duties and any prohibitions and restrictions on imports and exports in respect of their publications.

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15. Final Dispositions

15.1. The official language of the contract is Romanian, doubled by English.

15.2. Any communication between parties, regarding the fulfillment of the present contract, shall be transmitted in writing..

15.3. Any written document shall be recorded both at the time of transmission and at the time of receipt.

15.4. Communication between parties can also occur by telephone, telegram, telex, fax or e-mail, with the condition that reception of communication shall be confirmed in writing.

15.5. The Annexes that are an integral part of this document are the following:

Anexa 1: Products that are the object of the present contract

Anexa 2: Promotional activities and their calendar

Anexa 3: The Program Budget, by activities and years

Anexa 4: Eligibility conditions for actions and expenses

Today, the ..... of October 2010, the parties agreed to enter into the present contract, drawn up in 4 copies, one for the Contractor and 3 for the Contracting Party.

Contracting Party	Contractor
APEV ROMANIA	DEVELOPMENT COUNSELLORS INTERNATIONAL
Ioan Stefan Executive Director	Andrew Levine President

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Annex 1

Products under promotion within this Program

This program aims to promote on the U.S. market the following wines with controlled appellation of origin and / or geographical indication produced in Romania:

Aligote
Babeasca Gris
Babeasca Neagra
Blanc de Roumanie
Blanc de Transylvanie
Busuioaca de Bohotin
Cabernet Sauvignon
Cabernet Sauvignon Rosé
Cadarca
Chardonnay
Cramposie
Cuvee alb (cupaje intre diverse soiuri albe)
Cuvee rosu (cupaje intre diferite soiuri rosii)
Dornfelder
Fetească Albă
Feteasca Neagra
Feteasca Regala
Fortified white wine, 12 years old
Fortified red wine, 5 years old
Fortified white wine, 5 years old
Merlot
Merlot Rosé
Muscat
Muscat Ottonel
Mustoasa
Negru de Dragasani
Noir de Roumanie
Pinot Gris
Pinot Noir
Pinot Noir Rosé
Primitivo
Riesling
Riesling
Riesling Italian
Riesling Valah
Rosso di Valachia
Sarba
Sauvignon Blanc

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Sauvignon Blanc -Chardonnay
Syrah
Tămâioasă Românească
Tămâioasă Roză
Traminer
Vin spumant Brut Imperial, Brut Extra, Sec, Demi-Sec
Viognier
Viognier -Chardonnay
Zghihara de Husi

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Annex 2

Promotion Activities

No.	ACTIVITIES
1.	MARKET RESEARCH
1.1.	**Market survey and reports**
1.2.	**Knowledge Base & Data Bases**
1.3.	**Strategy G6, Platform Brand & Positioning**
1.4.	**Impact Study** (independent body)
2.	MARKETING ONLINE
2.1.	**Program Website** (concept, content, architecture)
2.2.	**Program Website** (execution/revision/update/intretinere)
2.3.	**Online Newsletter** (executie/revizuire/update/intretinere)
3.	ADVERTISING & PUBLICITY
3.1.	**Logo Design & Group Identity** (creation brief)
3.2.	**Advertising & Publicity** (concept/design/revision/update)
3.3.	**Printed Promotional Materials and A/V** (concept/design/revizuire/update)
3.4.	**Promotional Materials** (i.a. Brochures, Catalogues, Tasting Notes, Maps, etc.)
3.5.	**Multimedia Press Kit** (incl. DVD/USB Thumb Drive, revision and update)
3.6.	**Advertising Space Production & Placement**, of which:
3.6.1.	**Media Planning** (negotiation, scheduling, insertion orders, monitoring)
3.6.2.	**Print Advertising Space** (Wine Enthusiast, Wine & Spirits Magazine, Food Arts Media, Food & Wine)
3.6.3.	**Online Advertising Space** (WineSpectator.com, WineBusiness, WinesAndVines, WineSpiritsDaily)
4.	PR & INFORMATION CAMPAIGNS
4.1.	**Familiarization Tour in Romania for 5 selected journalists**
4.2.	**Familiarization Tour in Romania for 5 selected importers/distributors**
4.3.	**PR & Information Seminar, New York, April 2011**
4.4.	**PR & Information Seminar, Chicago, September 2012**
4.5.	**Wrap-up Seminar, NY, 2013**
4.6.	**Validation Events** (tastings for HORECA, sommeliers, media and opinion leaders)
5.	WINE PROMOTION
5.1.	**Logistical Center DCI** (development, management, work with distribution networks)
5.2.	**Promotion in retail** (POS Materials Concepts & Designs /update)
5.3.	**Promotion in retail** (Printing shelftalkers, postcards, case/counter cards, signage stands, banners)
5.4.	**Wine Review Program** (convincing wine journalists to sample and review Romanian wines)
6.	TRADE FAIRS
6.1.	**Trade Show Event Concepts & Design** (Exhibit Stands, tabletop, kiosk, etc.)
6.3.	**WSWA Convention 2011, 2012 and 2013** (including Marketing Mission)
6.4.	**Worlds of Flavor 2012** (cooperation with Culinary Institute of America)
6.5.	**Aspen Food & Wine Classic 2013**

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Annex 3

PROJECT SCHEDULE

NNo.	ACTIVITIES	YEAR 1												YEAR 2												YEAR 3											
		Q 1			Q. 2			Q 3			Q 4			Q 1			Q 2			Q 3			Q 4			Q 1			Q 2			Q 3			Q 4		
		N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O
1	**CERCETARE PIATA**																																				
	Knowledge Base & Data Bases																																				
	Market Survey																																				
	Market Reports																																				
	Strategy G6, Brand Platform & Positioning																																				
	Annual evaluations																																				
	Impact Study																																				
2	**MARKETING ONLINE**																																				
	Creation Brief																																				
	Program website (execution)																																				
	Newsletter					♦1			♦2			♦3			♦4			♦5			♦6			♦7			♦8			♦9			♦10			♦10-12	
3	**RECLAMA & PUBLICITATE**																																				
	Logo Design & Group Identity																																				
	Creation Brief Printed and A/V materials																																				
	Production Printed and A/V materials																																				
	Multimedia Press Kit																																				
	Insertions Specialized Magazine					♦1			♦2			♦3			♦4			♦5			♦6			♦7			♦8			♦9			♦10			♦10-12	
	Insertions Onlline					♦1			♦2			♦3			♦4			♦5			♦6			♦7			♦8			♦9			♦10			♦10-12	
4	**PR & INFORMATION**																																				
	Info & PR Seminar s																																				
	Validation Events																																				
	Tour in Romania (5 journalists)																																				
	Tour in Romania (5 importers)																																				

Legend

	Process (data collection, analysis, processing, interpretation)
♦	Delivery/launching/production/implementation
	Revision/updates

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NNo.	ACTIVITIES	YEAR 1												YEAR 2												YEAR 3											
		Q 1			Q. 2			Q 3			Q 4			Q 1			Q 2			Q 3			Q 4			Q 1			Q 2			Q 3			Q 4		
		N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O
5	**WINE PROMOTION**																																				
	Logistical Center																																				
	Concept & Design POS Materials																																				
	Production POS Materials																																				
	Retail Promotion (pilot)																																				
	Retail Promotion (extended)																																				
	Wine Review Program																																				
6	**TRADE FAIRS**																																				
	Concept, approach, planning																																				
	WSWA *Annual Conventions*																																				
	World of Flavor (CIA)																																				
	Aspen Food & Wine Classic Festival																																				

Legend

	Process (data collection, analysis, processing, interpretation)
♦	Delivery/launching/production/implementation
	Revision/updates

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Annex 3

PROGRAM BUDGET

YEAR	YEAR 1	YEAR 2	YEAR 3	TOTAL	TOTAL	TOTAL
ACTIVITIES	Total	Total	Total	Honoraria	Actions	(€)
RESEARCH						
Market Data (Review & analysis)	**10,790**	**10,790**	**10,790**	**17,400**	**14,970**	**32,370**
Honoraria (analysis, synthesis, reports)	5,800	5,800	5,800	17,400		17,400
Knowledge Base & Database	4,990	4,990	4,990		14,970	14,970
G6 Overall Strategy, Brand Platform & Positioning	**9,550**	**6,225**	**2,075**	**17,850**	**0**	**17,850**
Honoraria (review & analysis, writing)	9,550	6,225	2,075	17,850		17,850
Impact Study (conducted by credible third party)	0	0	**22,557**	0	**22,557**	**22,557**
TOTAL RESEARCH	**20,340**	**17,015**	**35,422**	**35,250**	**37,527**	**72,777**
MARKETING ONLINE						
Website Design (Website Review / Updating)	**9,225**	**5,400**	**3,850**	**18,475**	**0**	**18,475**
Honoraria (website strategy, creative brief, website design)	9,225	5,400	3,850	18,475		18,475
Website Production (Website Review / Updating)	**14,050**	**9,700**	**6,050**	**22,100**	**7,700**	**29,800**
Honoraria (website architecture)	9,850	7,700	4,550	22,100		22,100
Website Programming Costs (selected vendor in Romania)	4,200	2,000	1,500		7,700	7,700
Online Newsletter	**7,800**	**7,800**	**6,000**	**14,400**	**7,200**	**21,600**
Honoraria	5,400	5,400	3,600	14,400		14,400
HTML Programming Costs	2,400	2,400	2,400		7,200	7,200
TOTAL MARKETING ONLINE	**31,075**	**22,900**	**15,900**	**54,975**	**14,900**	**69,875**
ADVERTISING & PUBLICITY						
Logo Development & Design	**7,695**	**0**	**0**	**7,695**	**0**	**7,695**
Honoraria (design analysis & review, graphic standards)	7,695	0	0	7,695		7,695
Advertising Concepts, Designs & Copy: Print & Online	**11,850**	**7,550**	**5,300**	**24,700**	**0**	**24,700**
Honoraria (creative brief, design of all print and A/V)	11,850	7,550	5,300	24,700		24,700
Printed Materials Concepts & Designs (Brochures, etc.)	**11,450**	**6,750**	**3,575**	**21,775**	**0**	**21,775**
Honoraria (plan, creative brief, materials design writing)	11,450	6,750	3,575	21,775		21,775
Printed materials production (Brochures, Maps, etc.)	**13,936**	**11,236**	**10,786**	**4,950**	**31,008**	**35,958**
Honoraria (production management)	3,600	900	450	4,950		4,950
Printed materials (Romanain Wines 101 Brochure, etc.)	10,336	10,336	10,336		31,008	31,008
Development of Press Kit	**17,266**	**10,341**	**10,341**	**25,000**	**12,948**	**37,948**
Honoraria (creative brief, review)	12,950	6,025	6,025	25,000		25,000
Thumb Drive Production, 1 Giga	4,316	4,316	4,316		12,948	12,948
Advertising Space Production & Placement	**158,152**	**144,270**	**132,450**	**26,400**	**408,472**	**434,872**
Honoraria (media planning, scheduling, insertion orders)	14,400	7,950	4,050	26,400		26,400
Print Advertising Space (Wine Enthusiast, etc.)	50,000	50,004	48,000		148,004	148,004
Online Advertising Space (WineSpectator.com, etc.)	93,752	86,316	80,400		260,468	260,468
TOTAL ADVERTISING & PUBLICITY	**220,349**	**180,147**	**162,452**	**110,520**	**452,428**	**562,948**
PR & INFORMATION CAMPAIGNS						
Familiarization Tour Select Media & Trade	**35,350**	**29,500**	**0**	**30,850**	**34,000**	**64,850**
Honoraria (recruitment, itinerary, incl. tour participation)	17,650	13,200	0	30,850		30,850
Actions (int'l travel, accommodation, local transport, etc.)	17,700	16,300	0		34,000	34,000
Info&PR Seminar (New York, April 2011)	**52,020**	**0**	**0**	**30,600**	**21,420**	**52,020**
Honoraria (planning, list of attendees, mediatization)	30,600	0	0	30,600		30,600
Actions (facility/catering costs, int'l travel cost,etc.)	21,420	0	0		21,420	21,420
Info &PR Seminar, Chicago	**0**	**31,390**	**20,530**	**33,300**	**18,620**	**51,920**
Wrap-up Seminar, NY						

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Honoraria (attendees, rental of locations, mediatization)	0	19,400	13,900	33,300		33,300
Actions (facility/catering costs, int'l travel cost, etc.)	0	11,990	6,630		18,620	18,620
Validation Events: (Wine Tastings for Sommeliers, etc.)	**13,400**	**0**	**0**	**9,200**	**4,200**	**13,400**
Honoraria (planning, recruitment, event management)	9,200	0	0	9,200		9,200
Actions (specialist to lead tasting sessions, facility/catering)	4,200	0	0		4,200	4,200
TOTAL PR & INFORMATION CAMPAIGNS	**100,770**	**60,890**	**20,530**	**103,950**	**78,240**	**182,190**

WINE PROMOTION						
Logistical Center at DCI	**48,930**	**70,050**	**89,500**	**198,400**	**10,080**	**208,480**
Honoraria (negotiate with chains, promotion services)	38,850	70,050	89,500	198,400		198,400
Actions (Offsite Wine Care Storage Facility)	10,080	0	0		10,080	10,080
POS Materials Concepts & Designs (Shelf talkers, etc.)	**126,770**	**217,575**	**261,370**	**16,015**	**589,700**	**605,715**
Honoraria (POS plan, creative brief, POS design, writing)	8,570	5,490	1,955	16,015		16,015
Printing (shelftalkers, postcards, case/counter cards, etc.)	11,145	11,145	11,145		33,435	33,435
Other Retail Promotion Expenses (shipping, sampling, etc.)	107,055	200,940	248,270		556,265	556,265
Wine Review Program (sample Romanian wines)	**23,600**	**31,800**	**31,800**	**41,400**	**45,800**	**87,200**
Honoraria (program mediatization)	12,600	14,400	14,400	41,400		41,400
Actions (wine storage unit, courier, postage, etc.)	11,000	17,400	17,400		45,800	45,800
TOTAL WINE PROMOTION	**199,300**	**319,425**	**382,670**	**255,815**	**645,580**	**901,395**

TRADE FAIRS						
Trade Show Event Concepts & Design	**8,570**	**5,490**	**2,080**	**16,140**	**0**	**16,140**
Honoraria (concept, creative brief, design, exhibit writing)	8,570	5,490	2,080	16,140		16,140
WSWA Annual Convention ((y1) (y2) (y3)	**72,245**	**31,490**	**31,490**	**66,700**	**68,525**	**135,225**
Honoraria (strategy, planning, space, mediatization)	30,600	18,050	18,050	66,700		66,700
WSWA Participation Fees, etc. (y1, y2, y3)	41,645	13,440	13,440		68,525	68,525
Worlds of Flavor (y2 CIA) & **Aspen Classic** (y3)	**0**	**67,935**	**62,535**	**70,400**	**60,070**	**130,470**
Honoraria (strategy, negotiation, space, mediatization)	0	35,200	35,200	70,400		70,400
Actions (y2&y3, participation fees, catering costs, etc.)	0	32,735	27,335		60,070	60,070
TOTAL TRADE FAIRS	**80,815**	**104,915**	**96,105**	**153,240**	**128,595**	**281,835**

TOTAL (EUR)	**652,649**	**705,292**	**713,079**	**713,750**	**1,357,270**	**2,071,020**
TOTAL (%)	**31.5**	**34.1**	**34.4**	**34.5**	**65.5**	**100**

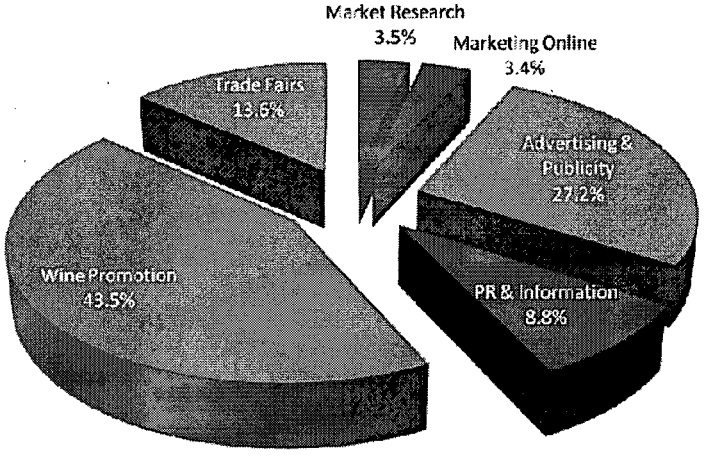
A. TOTAL COSTS	**652,649**	**705,292**	**713,079**			**2,071,020**
Costs of performance guarantee	1,463	0	0			1,463
Fees of Implementing Agency: 13% of (A)	84,844	91,688	92,700			269,233
Measurement of results of actions: 3% of (A)	19,579	21,159	21,392			62,131
B. TOTAL DIRECT COSTS	**758,536**	**818,139**	**827,172**			**2,403,846**
APEV Administrative expenses: 4% of (B)	30,341	32,726	33,087			96,154
TOTAL GENERAL	**788,878**	**850,864**	**860,259**			**2,500,000**

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Budget by Activities and Years

No.	ACTIVITY	Year 1	Year 2	Year 3	Total	%
1.	Market Research (survey, strategy, impact study)	20,340	17,015	35,422	**72,777**	3.5
2.	Marketing Online	31,075	22,900	15,900	**69,875**	3.4
3.	Advertising & Publicity	220,349	180,147	162,452	**562,948**	27.2
4.	PR & Information Campaigns	100,770	60,890	20,530	**182,190**	8.8
5.	Wine Promotion	193,300	319,425	382,670	**901,395**	43.5
6.	Trade Fairs	80,815	104,915	98,105	**281,835**	13.6
	A. TOTAL ACTIVITIES	**652,649**	**705,292**	**713,079**	**2,071,020**	**82.9**
	Cost guarantee good performance	1,463	0	0	1,463	
	Implementing Agency (13% of A)	84,844	91,688	92,700	269,233	
	Measuring results (3% of A)	19,579	21,159	21,392	62,131	
	B. TOTAL COSTURI DIRECTE	**758,536**	**818,139**	**827,172**	**2,403,846**	**96.2**
	Administrative expenses Applicant (4% of B)	30,341	32,726	33,087	96,154	
	C. TOTAL GENERAL	**788,878**	**850,864**	**860,259**	**2,500,000**	**100.0**



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Eligibility criteria for actions and expenditure

Rules on the European Union's financial contribution

1. Advertising materials and all documents for the public, including audio-visual material, produced or acquired under the contract must bear the European emblem and accompanying text as depicted below:

 or  and 

CAMPAIGN FINANCED WITH AID FROM THE EUROPEAN UNION AND ROMANIA.

(The emblem of the Member State may appear on the right-hand side)

2. The European emblem must be clearly visible and be the same size, with the same level of visibility, as the emblems of the Member State or Member States concerned and of the contractor. In the case of visual media, the emblem and legend must be clearly visible at the beginning, during or at the end of the message. In the case of audio media, the above legend must be clearly heard at the end of the message.

The basic rules for reproducing the emblem are set out on the following site:

http://europa.eu/abc/symbols/emblem/graphics1_en.htm

3. Any failure to mention the European Union's financial contribution in the material and the documents referred to in paragraph 1 may lead to the costs relating to this material being disallowed.

Eligible expenses: specific rules

Eligibility of expenditure:

Eligible expenditure is limited to the costs of the measures carried out and borne by the contractor and by the implementing body after the date the contract takes effect and prior to its expiry. However, the evaluations provided for in point C.5 of this Annex may be completed up to four months after the date of expiry of each phase of the contract and must be submitted with the applications for the final payment.

It may include some or all of the following categories of expenditure:

A. Contractor's expenditure (overheads and financial costs)

1. The contractor's overheads include the costs of administration, coordination (including travel and subsistence), management (including computing costs), secretarial support, accounting, correspondence, rent, communications, water, gas and electricity consumption, and maintenance costs. These indirect costs are to be calculated on the basis of the accounting principles, rules and methods used in the contractor's country.

2. Overheads may not exceed the following percentages of the actual costs of implementing the measures for third countries:

- 4% in the case of programmes proposed by one Member State only, or

- 6% in the case of programmes proposed by more than one Member State.

However, the actual costs of measures implemented directly by the contractor are to be ignored for the purpose of calculating the overheads.

3. The unused part of the contractor's overheads, as referred to in point 2 above, may be used to increase the cost of the evaluations referred to in point C.5.

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B.Implementing body's expenditure

1. Fees

Fees cover all staff, planning, implementation and management costs of measures to be implemented. Travel and subsistence costs are subject to the rules laid down in point 2. Any fees must be presented in the proposal in one of the following ways:

1.1. Fees invoiced on the basis of work actually carried out

These fees are to be presented on the basis of the hourly (not daily) cost, broken down by measure, month, type of staff and person. Invoices must show the duration of the service, the unit cost and the total cost.

However, additional information should be given on the time sheets filled out by the staff concerned, including the place where the service was performed, the number of hours per day, and the part played by the service in the overall measure covered by the contract.

Time sheets are to be certified as correct at least once a month by the project leader or any other competent member of staff.

They must be available for checking on the contractor's premises.

For the fees of experts consulted, the implementing body must ensure that the declarations of time worked correspond to the time actually worked.

1.2. Fees invoiced on a flat-rate basis

Such fees may not exceed the following percentages of the actual costs of implementing the measures (excluding the contractor's expenditure (points A.1 and A.3) and the fees referred to in point 1.1 above):

- 13 % in the case of programmes proposed by one Member State only, or

- 15 % in the case of programmes proposed by more than one Member State.

2. Travel and subsistence costs

These costs, incurred in implementing measures under the contract, are eligible, on presentation of supporting documents, under the following conditions:

2.1 Travel costs:

- air ticket in economy class with boarding pass;

- rail ticket: first class;

- for car journeys, a maximum allowance of EUR 0.25 per kilometre. The dates and places of departure and arrival and the distance travelled must be specified.

2.2 Accommodation and living expenses

- An accommodation allowance of up to EUR 120/day for the internal market and EUR 180/day for third countries is payable on presentation of paid invoices.

- A flat-rate subsistence allowance of EUR 80/day for the internal market and EUR 90/day for third countries is granted to cover all other costs (meals, local transport, telephone, etc.).

- These allowances are granted for activities away from the place of work and cover the number of days needed to carry out the activity.

C.Other expenditure on implementing measures

1. Costs of group travel and meetings

Where the implementing body is obliged to organise travel or meetings for the programme's target groups, the supporting documents must be accompanied by an attendance list. For example, hotel bills must either be made out in the names of specific individuals or must list the names of all those taking accommodation. In the case of group meals, the names of those present must be specified, together with their function and the purpose of the activity.

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2. Plant and equipment

The plant and equipment needed for the activities covered by this contract is to be hired, except where it is cheaper to purchase it or it cannot be hired.

2.1 Expenditure on consumables

Expenditure on consumables covers expenditure linked to the purchase, manufacture or use of plant, goods and equipment which:

(a) have a life expectancy that is shorter than the duration of the contract work, and

(b) are not deemed to be fixed assets in accordance with the accounting principles, rules and methods used by the implementing body.

Expenditure on consumables is not regarded as direct costs if it is entered in the accounts by the implementing body, in the form of depreciation or under any other heading.

2.2 Expenditure on durables

Expenditure relating to the purchase or manufacture, after the date on which the contract takes effect, of plant and equipment essential for implementation of the measures which has a life expectancy of not less than the duration of the project is deemed to be eligible expenditure.

This expenditure must comply with national rules on depreciation, the periodused to calculate the amount being the period from the date on which the contract comes into effect, or the date on which the plant or equipment is purchased if later than that date, up to the date of expiry of the contract. The rate of use of this plant and equipment during the period concerned will also be taken into account.

3. Computing costs

Computing costs include all expenditure relating to connection time, CPU time, lines printed and the services of service companies. This expenditure can be charged to the contract in accordance with the implementing body's internal rules and on the basis of the computing time and price actually devoted to the work specified in the contract. (The list of computing prices is to be included in the proposal referred to in Annex I.)

4. Publication and distribution costs

Publication and distribution expenditure results from the publishing, translation and distribution of publications and audio-visual material concerning the measures to be implemented under the contract.

5. Evaluation of the results of the measures

The programme budget may include the cost of evaluation of the results of the programme measures:

a) An evaluation upon expiry of each annual phase of the programme, the cost of which may not exceed 3% of the actual costs of implementing the measures (excluding the costs of the performance guarantee, the overheads and the fees referred to in points A.2 and B.1.2 of this Annex).

b) The annual evaluation of the final phase must include an evaluation of the results of the programme measures. In that case, the previous amount of 3% is increased to 5%.

Performance of the evaluation referred to in a) and b) will be entrusted to an independent external body that is an expert in the field, and which is selected pursuant to the provisions applicable in the Member State in question.

D. Presentation of invoices and supporting documents

Applications for payment sent to the competent national authority must be accompanied by copies of invoices and supporting documents, which should be classified by budget heading as specified in the proposal. All these documents must be listed in a summary table, together with the amounts

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expressed in euro and, in the case of Member States outside the euro zone, in their national currency as well.

For programmes approved under Article 6 of Council Regulation (EC) No 3/2008 and all other amounts and payments relating to those programmes the applicable exchange rate shall be, in accordance with Article 7(2) of Commission Regulation (EC) No 883/2006, the last-but-one exchange rate established by the European Central Bank before the month in respect of which the corresponding expenditure is registered or declared to the Commission.

For programmes approved under Article 9(1) of Regulation (EC) No 3/2008 the applicable exchange rate shall be that provided for in Article 8 of Commission Regulation (EC) No 1913/2006. Under that Article, expenditure, expressed in euro, incurred for promotional measures as part of a tendering procedure is to be calculated on the basis of the euro exchange rate established by European Central Bank as follows:

'For prices or amounts other than those referred to in Articles 1 to 7, or amounts linked to those prices, expressed in euro in Community legislation, or expressed in euro by a tendering procedure, the operative event for the exchange rate shall be the day on which one of the following legal acts occurs:

(...)

(d) ... for amounts allocated to studies or promotional measures as part of a tendering procedure, the final day for the submission of tenders;'

For such programmes the exchange rate applicable to payments is duly described in Article 11 of Regulation (EC) No 1913/2006 as follows:

'When an operative event is fixed under Community legislation, the exchange rate to be used shall be the most recent rate set by the European Central Bank (ECB) prior to the first day of the month in which the operative event occurs.'

All supporting documents must give the following information: the subcontractor or the supplier, the service provided with details of the way it relates to the measure in question, the date, the amount (exclusive of VAT) and the registration number. They must be accompanied by proof of payment.

In the event of an audit on the premises, the competent national authority, the Commission inspectors or the Court of Auditors must be able to inspect the original documents, classified according to these rules.

E.Ineligible expenditure

The following are not deemed eligible expenditure:

- funds set aside for any future losses or debts;
- taxi and public transport travel expenses covered by a daily allowance;
- bank charges, bank interest and insurance premiums, with the exception of costs relating to the performance guarantee provided for in point A.3 of this Annex;
- losses on exchange of currencies;
- expenditure not falling within the scope of the contract.

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