

## CONTRACT FOR GRANTING STATE AID

### Contracting parties:

1. **Maramures County Council**, with headquarters in Baia Mare, 46 Gh. Sincai st., Maramures County represented by **President Ionel Ovidiu BOGDAN** as a State aid provider,

2. **R.A. Maramureş International Airport**, having its headquarters in Tăuţii Măgherauş, street 66, no. 22, Maramureş, registered at the Trade Register Office under no. J24/554/1992, Tax Code RO2944544, legally represented by Mr. Dorin Buda, as administrator of the scheme

3..... air operator.....

### Preamble

Considering the Decision of the Maramureş County Council no. \_\_\_ of \_\_\_\_\_ for approving the **STATE AID SCHEME TO SUPPORT THE ACTIVITY OF AIR OPERATORS IN THE CONTEXT OF THE ECONOMIC CRISIS CAUSED BY THE COVID-19 PANDEMIC** in a total amount of **1,600,000 EUR**.

Having regard to the Communication from the European Commission (2020/C 91 I/01) "Temporary framework for State aid measures to support the economy in the context of the current COVID-19 pandemic", published in the Official Journal of the European Union of March 20, 2020, [C (2020) 1863], and the authentic versions of the amendments thereto, C (2020) 2215 of April 3, 2020, C (2020) 3156 of May 8, 2020, C (2020) 4509 of June 29, 2020, C (2020) 7127 of October 13, 2020 and C (2021) 564 of January 28, 2021, C 2021/C34/06, published in the Official Journal of the European Union, but also the Decision of the European Commission of State Aid 100996(2021/N) which provides that all companies facing a sudden lack of liquidity or difficulties can benefit from a direct subsidy that cannot exceed 2.300.000 EUR per air operator, the fact that Romania meets all the conditions provided under point 22 of the *Temporary framework for State aid measures to support the economy in the context of the current COVID-19 pandemic (2020/C911/01)* published in the Official Journal of the EU, as amended by *EC Communication 2021/C34/06 on the Temporary framework regarding State aid in the context of the COVID-19 pandemic*.

In strict compliance with the relevant provisions,

The parties have agreed to conclude this financing Contract for the granting of the State aid scheme based on the evaluation report prepared by the Administrator of the Maramureş International Airport under the following conditions.:

## **Article 1 - Object of the Contract and purpose of the grant:**

- 1.1. The object of the Contract is the granting of a State aid consisting of a direct grant in the amount of ..... EUR by the financier, for the implementation of the BUSINESS PLAN of the Air operator ..... declared winner according to the minutes no. ...., which forms the object of Annex no. 1 to the present Contract, for the operation on the Maramureş International Airport, for 12 months from the date of the beginning of the execution duration according to art. 2 (2) of the present Contract, of ..... weekly external destinations.
- 1.2. The Beneficiary of the state scheme will be granted a grant in the terms and conditions established in this Contract for the fulfillment and achievement of the Business Plan that forms Annex no. 1 to this Contract, which he declares that he knows and accepts and will carry them out.
- 1.3. The business plan, together with all the documents attached to it, submitted by the Beneficiary declared eligible as a result of the verifications performed during the evaluation and selection stage, are an integral part of the Contract and form the object of Annex no. 1 and is mandatory for the Beneficiary for the entire period of validity of the Contract provided in art. 2.
- 1.4. Purpose of State aid:
  - Under this Contract, the aid consists of a direct grant to support the activity of air operators in the context of the economic crisis caused by the COVID-19 pandemic, and which are facing a sudden liquidity shortage or even unavailability of liquidity, thus providing support to the Beneficiary in a complete and non-discriminatory manner.

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

- 2.1. This Contract enters into force, based on the approval by the Maramureş County Council and produces effects from the date of signing by the last party and until the fulfillment of the execution duration according to art. 2.2 of this Contract.
- 2.2. The duration of the execution of this Contract is 12 months and begins with the operation of the first flight of the air operator which can not be later than .....
- 2.3. This Contract may be extended by an addendum signed by all Contracting Parties, based on the prior approval of the Maramureş County Council.

## **Article 3 - Value of the contract**

- 3.1 The total value of the financing contract is ..... EURO, and the euro-lei exchange rate used is the exchange rate established by the National Bank of Romania valid on the date of issuing the invoice or other similar document representing the value of the direct grant, corresponding to each installment. Maramureş County Council will be responsible for granting State aid and Maramureş International Airport Autonomous Administration (*Regia Autonomă Aeroportul Internațional Maramureş*) will be the contracting authority responsible for administering the State aid scheme, in order to monitor compliance with the indicators of the Business Plan and compliance

with frequencies and indicators undertaken by the Beneficiary, as results from Annex no. 1 to this Contract.

**3.2.** The State aid will be paid to the Beneficiary in three installments, until 30.06.2023 at the latest, according to the Contract for granting State aid and Confirmation of services provided by the State Scheme Administrator, as follows:

a) the first installment of 30% of the total amount of State aid at the time of signing the contract,

(b) the second installment of 30% of the total amount of State aid in the 6th month of operation,

c) the third installment of 40% of the total amount of State aid in the 10th month of operation:

#### **Article 4 - Rights of the State aid Beneficiary**

**4.1.** Receipt of State aid, in the amount provided following the score obtained in the evaluation procedure, in compliance with the specifications mentioned in art. 1 of this contract, based on the supporting documents sent to the State Scheme Administrator.

#### **Article 5 - Obligations of the State aid Beneficiary**

**5.1.** The obligation to perform all the activities provided in the Business Plan, Annex no. 1 to this contract, for a period of 12 months, with the possibility of extending the duration of execution in case of Force Majeure.

**5.2.** The obligation to communicate bank details and issue an invoice or other similar document representing the amount of the direct grant corresponding to the first installment, before the first installment of State aid is transferred.

**5.3.** The obligation to notify the State Scheme Administrator in the event that a destination is not profitable and to agree, by addendum to this Contract, the change of that destination, while maintaining the total number of destinations during the execution of the contract.

**5.4.** The obligation to reimburse the amounts received as State aid in the event of non-compliance with the conditions for granting the scheme and the proposed business plan, including related interest, due from the date of its payment until the date of full reimbursement. The applicable interest rate is that established according to the provisions of EU Regulation no. 1589/2015 laying down detailed rules for the application of Article 108 of the Treaty on the Functioning of the European Union.

**5.5.** The obligation to keep all documents related to the State aid granted for 10 years and to make them available to the State aid Implementation Authority or the Competition Council, whenever requested.

**5.6.** The obligation to make available to the State Scheme Administrator the documents requested by him during the performance of the Contract and which allow the monitoring of the contract.

**5.7.** The obligation to inform the Financier in writing, within a maximum of 3 working days, on the following issues:

- change of name, change of address of the Beneficiary's registered office,
- change of the special account opened for the transfer of State aid,
- replacement of the legal representative,
- the change of the data and information that were the basis for the evaluation of the eligibility criteria taken into account when issuing the Minutes no. ....../..... (selection/.....)
- the opening of insolvency proceedings or other judicial or extrajudicial proceedings likely to affect the fulfillment of the obligations undertaken by the Beneficiary.
- the submission to the State Scheme Administrator of the report on the development of the economic activity for which the grant has been allocated and of the corresponding supporting documents.
- the transmission of all data, information and documents requested by the State Scheme Administrator or the Competition Council, within the deadlines established by them.
- keeping a detailed record of the subsidy received as State aid under this grant contract, for a period of at least 10 years from the date of receipt of the last installment; this record will include the information necessary to demonstrate compliance with the conditions imposed by Community law in the field of State aid.
- the Beneficiary of the State aid scheme is obliged to file the records specific to the state scheme and to keep it for at least 10 years from the date of granting the last installment under this scheme.

## **Article 6 - Obligations of the Financier**

**6.1** The obligation to pay the State aid directly to the Beneficiary after signing the financing contract according to the installments provided in art. 3 of this contract.

**6.2.** The obligation to verify the declarations of all potential beneficiaries of the State aid scheme on the national online platform RegAS, following their receipt from Maramures International Airport (General Register of State aid Granted in Romania).

**6.3.** The obligation to upload in the General Register of State aid Granted in Romania (RegAS) the State aid scheme for supporting the activity of air operators in the context of the economic crisis caused by the COVID-19 pandemic, aid contracts, payments made and possible recoveries, in accordance with the provisions of the Order of the President of the Competition Council no. 437/2016 for the implementation of the Regulation on the State aid register.

**6.3.** The obligation to keep detailed records of all aid granted under the scheme. These records shall contain all the information necessary to establish whether the criteria of the relevant European regulations are met and must be kept for 10 years from the date of the last aid under the scheme.

## **Article 7. Obligations of the Scheme Administrator**

**7.1** The Scheme Administrator has the following obligations:

a) to approve the financing, by issuing a document that will include:

- selection of the operator ..... admitted with a score of ..... points

- fulfillment of the eligibility conditions of the operator .....  
regulated by the evaluation report no. .... /.....

## **Article 8. Modification, completion and termination of the Contract**

**8.1.** This Contract may be modified under the conditions provided in this Contract only with the consent of all Contracting Parties, with the prior approval of the Maramureş County Council, by concluding an addendum. The addendum shall enter into force on the date of its signature by the last Party.

**8.2.** Execution of the Contract may be suspended by the parties by notification within 5 days of the occurrence of the following events:

a) in case of Force Majeure;

b) at the request of the Beneficiary, in case of flight restrictions imposed by the authorities, or due to flight restrictions issued by the Romanian Civil Aviation Authority or other similar foreign authorities, or by requirements imposed in the context of ordering quarantine measures that make scheduled flights unfeasible.

**8.3.** The Contract will be suspended in its entirety and extended with the period of the suspension for the situation provided under art. 8.2 point a).

For the situation provided under art. 8.2 point b), if the flight restrictions or quarantine measures apply to all destinations included in the Business Plan that are the subject of Annex no.1, the Contract will be totally suspended and extended with the period of the suspension.

If flight restrictions or quarantine measures apply only to certain destinations included in the Business Plan covered by Annex 1, the Contract will be suspended for those destinations. In this case, the Beneficiary will continue to fulfill all its obligations regarding destinations that were not included in the flight restrictions or quarantine measures, and the Contract will be extended for the same period of time in which the suspension took place regarding destinations that have been suspended under the conditions of art. 8.2.

**8.4.** Either party may decide to terminate this Contract without further formalities in the event of culpable breach by the other party of its obligations under this Contract.

**8.5.** The Financier may decide to terminate this Contract, automatically, without delay or other formalities and without the need for court intervention by simply sending a written notification to the Beneficiary, with full recovery of amounts paid, if:

- The Beneficiary did not start the operation of the first flight from Maramureş International Airport until \_\_\_\_\_, provided that the Financier also complied with its contractual obligations.

- The Beneficiary has not fulfilled the obligations provided and undertaken by the Business Plan according to art.1. (1) or those regarding the presentation of information and supporting documents according to art. 5 of (7) of this Contract.

**8.6.** The Contract is terminated after the fulfillment of the obligations of both parties and by their will.

### **Article 9 - Force Majeure**

**9.1.** The party invoking Force Majeure has the obligation to notify the other party about the Force Majeure, within 5 days from the date of occurrence of the Force Majeure event, and to take any measure available to it in order to reduce its effects..

**9.2.** If the party invoking Force Majeure does not notify the commencement and termination of the Force Majeure event, under the conditions and within the time limits provided, it shall bear all damages caused to the other party by failure to notify.

**9.3.** Execution of the Contract will be suspended from the date of occurrence of the Force Majeure event, throughout its duration, without prejudice to the rights of the parties.

**9.4.** If during the execution of the Contract the competent Romanian authorities will order the total or partial suspension of the flights to the destinations included in the Business Plan that are the object of Annex no. 1 to this Contract or other measures that could make the Beneficiary unable to fulfill its obligations under art. 1(1) of this Contract, as a result of measures to prevent the spread of the COVID-19 pandemic, validated by the Aeronautical Authority Romanian Civil Service, as reflected in the NOTAM Base on flight restrictions for certain periods of time, or will impose restrictions in the form of quarantine measures that make scheduled flights unfeasible, the duration of execution provided under art. 2(2) shall be extended accordingly with the period of time in which the total or partial suspension took place, according to art.8(3).

### **Article 10 - Applicable law and settlement of disputes**

**10.1.** This Contract is subject to Romanian law in all respects in its conclusion, interpretation, effects, execution and termination.

**10.2.** The Contracting Parties shall make every effort to settle amicably any dispute which may arise between them within or in connection to the performance of the financing contract.

**10.3.** Disputes that cannot be settled amicably will be submitted to the competent court at the Financier's headquarters.

## **Article 11 - Confidentiality**

**11.1.** The parties undertake not to transmit to third parties confidential data or information in connection with the performance of this Contract.

**11.2.** Violation of the obligation of confidentiality obliges the responsible party to repair the damage caused.

**11.3** The parties may not be held liable for the disclosure of confidential information if the written contract of the other party has been obtained, or if the party concerned has complied with legal provisions for disclosure of the information.

## **Article 12 - Final clauses**

**12.1** Any communication between the parties regarding the performance of this Contract will be recorded in writing, through documents registered both at the time of transmission and at the time of receipt. The communications will be made by means that ensure the proof of receipt, at the addresses mentioned in the preamble of the Contract.

**12.2.** This Contract is completed with the provisions of the legal norms in force.

**12.3.** This Contract was concluded today,....., in 3 original copies, one for each signatory party, in Romanian and English, both versions having the same legal value.