# to support of Legal Requirements & Cross Border Policy Development in area of Floating Offshore Wind Turbines (FOWT)

No. 3/180/ 25.05.2013

## 1. The contracting parties

As part of the development of the "BLOW2023-2028-Black Sea FLoating Offshore Wind" project, it ended the following collaboration agreement between

The Maritime University of Constanța (CMU), with headquarters in the municipality of Constanța, Mircea cel Batran, str. no. 104, phone: 0241/664740, fax: 0241/617260, fiscal code 2747321, account RO62TREZ23F650601200130X opened at the Constanta Treasury, represented by the Rector, Prof. Univ. EngD. Violeta-Vali CIUCUR, referred to in this agreement as Beneficiary and

Romanian Search and Rescue Agency, with headquarters in the municipality of Constanta, Inside Constanta Port, Berth no. 78, phone: 0241/616111, fax: 0241/488226, fiscal code 16330145, account RO27TREZ23120G430900XXXX opened at the Constanta Treasury, represented by C.E.O., Lieutenant Colonel EngD. Voicu Ionut, referred to in this agreement as as a Stakeholder.

# 2. Subject of the agreement

- 2.1 The Stakeholder undertakes to carry out the activity of collaboration with intellectual results related to the "BLOW2023-2028-Black Sea FLoating Offshore Wind" project, Grant Agreement No: 101084323 as a "consultant/observer", in accordance with the obligations assumed by this agreement.
- 2.2. For both parties the activities that constitute the object of this contract are:
- a) to prepare the deployment of FOWT coherently in an efficient, safe and sustainable way;
- b) to support the relevant stakeholders (FOWT developers, industrial stakeholders, regional authorities etc.) to reduce potential conflicts around Floating Offshore Wind Turbines (FOWT) implementation process, encourage investment through predictability, transparency and legal certainty, and ensure environmental protection;
- c) to evaluate potential conflicts of FOWT with, e.g., tourism, fisheries, shipping lanes, lay pipelines or submarine cables:
- d) to provide an overview of existing barriers and key drivers, also those region-specific, to upscale the development of floating offshore wind;
- e) by mapping regional industrial stakeholders, to identify their needs and concerns regarding floating offshore wind technologies.
- f) to participate on different meetings which will be organise during period of development of project:
- g) to prepare questionnaires which will allow identifying the barriers to the FOWT deployment in the Black Sea and which can establish a hierarchisation and evaluation of barriers by their weighted ranking;
  - h) to give recommendations on barriers' removals;
- i) to elaborate/to participate on the discussion on needs and concerns of stakeholders and needed policy options to replicate the pilot in the region of Black Sea;
  - j) to engage the assessment of public support towards FOWT;
  - k) to participate on general awareness-raising activities in the field of FOWT;
- 1) to identify and analyse public policy options to support FOWT development in the region; m) to create an engaging 'narrative' for FOWT with the aim of allowing for crosscountry learning on how to incentivize FOWT development in the region.

3. Duration of the agreement

3.1 The Stakeholder undertakes to carry out the activity for the entire duration of the project.

4. The price of the agreement

4.1. For stakeholders all consulting services, participation in meetings, preparation of questionnaires, offering public support are free of charge.

# 5. The rights and obligations of the parties

5.1 CMU, the beneficiary has the right:

a) the right to authorize directly or indirectly, temporarily or permanently, the reproduction of the results by any means (mechanical, digital or other) and in any form, in whole or in part;

b) the right to authorize any display, public way of execution or communication to the public, by wire or wireless, including making the results available to the public so that the public can have access to them at the place and time chosen individually; this right also includes communication and broadcasting by cable or satellite;

c) the right to authorize any form of distribution of results or copies of results to the public;

d) the right to modify the results;

e) the right to translate the results;

f) the right to store and archive the results in accordance with the document management rules applicable to the Commission, including digitization or format modification for the purpose of preservation or re-use;

5.2. CMU, the beneficiary undertakes:

- a) collaborate with stakeholders for consulting, training, organizing local/regional/national events;
- b) to provide stakeholders with any information necessary to ensure appropriate conditions for carrying out the activity.

5.3. Stakeholder has the right:

a) to receive information related to the work agendas for the activities presented in point 2.2.

5.4. Stakeholder obliges:

- a) to carry out the activity under the conditions and at the quality required by the beneficiary;
- b) to carry out the activity with diligence and good faith, to the standards imposed by the beneficiary;
  - c) to hand over the result of the object of the contract to the beneficiary;
  - d) to respect the confidentiality established by the beneficiary.

6. Modification of the agreement

The contracting parties have the right, during the performance of the agreement, to agree to the modification of the contractual clauses by concluding an additional act in the event of the appearance of circumstances that harm their legitimate interests and which could not be foreseen at the time of the conclusion of the agreement.

## 7. Termination of the agreement

7.1. This agreement terminates:

a) by written agreement of the parties;

b) from the thoroughly motivated initiative of one of the parties, notified to the other party;

c) at the end of the activity, object of this contract.

7.2. In the understanding of the contracting parties, any notification addressed by one of them to the other is validly fulfilled if it is sent to the headquarters address provided in the introductory part of the contract. Any change to this address will be notified in advance to the contracting party.

- 7.3. If the notification is made by post, it will be sent by registered letter with confirmation of receipt and is considered received by the recipient on the date mentioned by the receiving post office on this confirmation.
- 7.4. If the notification is sent by fax or electronic mail (e-mail), it is considered received on the first working day after the day on which it was sent.
- 7.5. Verbal notifications are not taken into account by any of the parties, if they are not confirmed through one of the methods provided in the previous paragraphs.

### 8. Liability of the parties

- 8.1. The non-fulfilment or improper fulfillment of the obligations assumed by this civil contract as well as those provided in the normative acts that regulate this matter, attracts the liability of the party at fault, except in cases of force majeure. Force majeure means an event independent of the will of the parties, unforeseeable and insurmountable, occurring after the conclusion of this contract and which prevents the parties from performing the obligations assumed by it.
- 8.2 Non-compliance with the obligations assumed by this contract by one of the parties, in a culpable manner, gives the injured party the right to request the termination of the agreement.

#### 9. Disputes

- 9.1. The parties have agreed that all disagreements regarding the validity of this contract or results from its interpretation, execution or termination will be resolved amicably by their representatives.
- 9.2. If it is not possible to resolve disputes amicably, the parties will address the competent courts..

This contract was concluded today ...... in 2 (two) original copies, one for each party.

BENEFICIARY,
Constanta Maritime University
RECTOR,

Prof. univ. dr. ing.

CIUCUR Violeta-Vali

STAKEHOLDER,

Romanian Search and Rescue Agency

C.E.O.,

Lieutenant Colonel

EngD. Voicu Ionut

Manager Proiect,
Prof. univ. dr. ing. PANAIT Cornel

# to support of Legal Requirements & Cross Border Policy Development in area of Floating Offshore Wind Turbines (FOWT) No. 344/1/2905 2023

1. The contracting parties

As part of the development of the " BLOW2023-2028- Black Sea FLoating Offshore Wind " project, it ended the following collaboration agreement between

The Maritime University of Constanta (CMU), with headquarters in the municipality of Constanța, Mircea cel Bătrân str., no. 104, phone: 0241/664740, fax: 0241/617260, fiscal code 2747321, account RO62TREZ23F650601200130X opened at the Constanta Treasury, represented by the Rector, Prof Dr. Eng. Univ. Violeta Vali CIUCUR, referred to in this agreement as Beneficiary and

Mare	Nostrum	NGO,	with	heado	quarter	s in t	he Con	stanta,	str.,	Tomis,	no.	215,	phone:
02416	12422, fax	c:		,	fiscal	code	701519	90, acc	count				
openeo	d at the				,	repre	sented	by the	Exec	utive d	irecto	r, Ro	mulus-
Marian	PAIU, re	ferred to	in th	is agre	eement	as as	a Stake	holde	r.				

#### 2. Subject of the agreement

- 2.1 The Stakeholder undertakes to carry out the activity of collaboration with intellectual results related to the " BLOW2023-2028- Black Sea FLoating Offshore Wind " project, Grant Agreement No: 101084323 as a "consultant/observer", in accordance with the obligations assumed by this agreement.
- 2.2. For both parties the activities that constitute the object of this contract are:
- a) to prepare the deployment of FOWT coherently in an efficient, safe and sustainable way;
- b) to support the relevant stakeholders (FOWT developers, industrial stakeholders, regional authorities, etc.) to reduce potential conflicts around Floating Offshore Wind Turbines (FOWT) implementation process, encourage investment through predictability, transparency and legal certainty, and ensure environmental protection;
- c) to evaluate potential conflicts of FOWT with, e.g., tourism, fisheries, shipping lanes, lay pipelines or submarine cables;
- d) to provide an overview of existing barriers and key drivers, also those region-specific, to upscale the development of floating offshore wind;
- e) by mapping regional industrial stakeholders, to identify their needs and concerns regarding floating offshore wind technologies.
- f) to participate on different meetings which will be organise during period of development of project;
- g) to prepare questionnaires which will allow identifying the barriers to the FOWT deployment in the Black Sea and which can establish a hierarchisation and evaluation of barriers by their weighted ranking;
- h) to give recommendations on barriers' removals;
- i) to elaborate /to participate on the discussion on needs and concerns of stakeholders and needed policy options to replicate the pilot in the region of Black Sea;
- j) to engage the assessment of public support towards FOWT;
- k) to participate on general awareness-raising activities in the field of FOWT;
- 1) to identify and analyse public policy options to support FOWT development in the region; m) to create an engaging 'narrative' for FOWT with the aim of allowing for cross-country learning on how to incentivize FOWT development in the region.

#### 3. Duration of the agreement

3.1 The Stakeholder undertakes to carry out the activity for the entire duration of the project.

4.1. For stakeholders all consulting services, participation in meetings, preparation of questionnaires, offering public support are free of charge.

#### 5. The rights and obligations of the parties

#### 5.1 CMU, the beneficiary has the right:

- a) the right to authorize directly or indirectly, temporarily or permanently, the reproduction of the results by any means (mechanical, digital or other) and in any form, in whole or in part;
- b) the right to authorize any display, public way of execution or communication to the public, by wire or wireless, including making the results available to the public so that the public can have access to them at the place and time chosen individually; this right also includes communication and broadcasting by cable or satellite;
- c) the right to authorize any form of distribution of results or copies of results to the public;
- d) the right to modify the results;
- e) the right to translate the results;
- f) the right to store and archive the results in accordance with the document management rules applicable to the Commission, including digitization or format modification for the purpose of preservation or re-use;

#### 5.2. CMU, the beneficiary undertakes:

- a) Collaborate with stakeholders for consulting, training, organizing local/regional/national events;
- b) To provide stakeholders with any information necessary to ensure appropriate conditions for carrying out the activity.

#### 5:3. Stakeholder has the right:

a) to receive information related to the work agendas for the activities presented in point 2.2.

#### 5.4. Stakeholder obliges:

- a) to carry out the activity under the conditions and at the quality required by the beneficiary;
- b) to carry out the activity with diligence and good faith, to the standards imposed by the beneficiary;
- c) to hand over the result of the object of the contract to the beneficiary;
- d) to respect the confidentiality established by the beneficiary.

#### 6. Modification of the agreement

The contracting parties have the right, during the performance of the agreement, to agree to the modification of the contractual clauses by concluding an additional act in the event of the appearance of circumstances that harm their legitimate interests and which could not be foreseen at the time of the conclusion of the agreement.

#### 7. Termination of the agreement

- 7.1. This agreement terminates:
  - a) by written agreement of the parties;
  - b) from the thoroughly motivated initiative of one of the parties, notified to the other party;
  - c) at the end of the activity, object of this contract.
- 7.2. In the understanding of the contracting parties, any notification addressed by one of them to the other is validly fulfilled if it is sent to the headquarters address provided in the introductory part of the contract. Any change to this address will be notified in advance to the contracting party.
- 7.3. If the notification is made by post, it will be sent by registered letter with confirmation of receipt and is considered received by the recipient on the date mentioned by the receiving post office on this confirmation.
- 7.4. If the notification is sent by fax or electronic mail (e-mail), it is considered received on the first working day after the day on which it was sent.
- 7.5. Verbal notifications are not taken into account by any of the parties, if they are not confirmed through one of the methods provided in the previous paragraphs.

#### 8. Liability of the parties

8.1. The non-fulfilment or improper fulfillment of the obligations assumed by this civil contract as well as those provided in the normative acts that regulate this matter, attracts the liability of the party at fault, except in cases of force majeure. Force majeure means an event independent of the will of the parties, unforeseeable and insurmountable, occurring after the conclusion of this contract and which prevents the parties from performing the obligations assumed by it.

8.2 Non-compliance with the obligations assumed by this contract by one of the parties, in a culpable manner, gives the injured party the right to request the termination of the agreement.

9. Disputes

9.1. The parties have agreed that all disagreements regarding the validity of this contract or results from its interpretation, execution or termination will be resolved amicably by their representatives.

9.2. If it is not possible to resolve disputes amicably, the parties will address the competent courts.

This contract was concluded today ...... in 2 (two) original copies, one for each party.

BENEFICIARY,
Constanta Maritime University
RECTOR
Prof. univ.dr.ing. CIUCUR Violeta-Vali

STAKEHOLDER, Mare Nostrum NGO Executive director Marian PAIU

Manager Project,
Prof.univ.dr.ing. PANAIT Cornel



# to support of Legal Requirements & Cross Border Policy Development in area of Floating Offshore Wind Turbines (FOWT) No. 20230523001 / 23<sup>rd</sup> of May 2023

#### 1. The contracting parties

As part of the development of the "BLOW2023-2028- Black Sea FLoating Offshore Wind "project, it ended the following collaboration agreement between

The Maritime University of Constanța (CMU), with headquarters in the municipality of Constanța, Mircea cel Bătrân str., no. 104, phone: 0241/664740, fax: 0241/617260, fiscal code 2747321, account RO62TREZ23F650601200130X opened at the Constanța Treasury, represented by the Rector, Prof Dr. Eng. Univ. Violeta Vali CIUCUR, referred to in this agreement as Beneficiary and

The Oceanographic Research and Marine Environment Protection Society Oceanic-Club (S.E.O.P.M.M. Oceanic-Club) with headquarters in the Constanta str. Decebal no.41, phone: +4 0744507709, fax: - , fiscal code RO14503924, account RO06BTRL01401205702490XX opened at the Transilvania Bank represented by Răzvan Popescu-Mirceni – General Manager, referred to in this agreement as as a Stakeholder.

#### 2. Subject of the agreement

- 2.1 **The Stakeholder** undertakes to carry out the activity of collaboration with intellectual results related to the "BLOW2023-2028- Black Sea FLoating Offshore Wind "project, Grant Agreement N°: 101084323 as a "consultant/observer", in accordance with the obligations assumed by this agreement.
- 2.2. For both parties the activities that constitute the object of this contract are:
- a) to prepare the deployment of FOWT coherently in an efficient, safe and sustainable way;
- b) to support the relevant stakeholders (FOWT developers, industrial stakeholders, regional authorities, etc.) to reduce potential conflicts around *Floating Offshore Wind Turbines* (FOWT) implementation process, encourage investment through predictability, transparency and legal certainty, and ensure environmental protection;
- c) to evaluate potential conflicts of FOWT with, e.g., tourism, fisheries, shipping lanes, lay pipelines or submarine cables;
- d) to provide an overview of existing barriers and key drivers, also those region-specific, to upscale the development of floating offshore wind;
- e) by mapping regional industrial stakeholders, to identify their needs and concerns regarding floating offshore wind technologies.
- f) to participate on different meetings which will be organise during period of development of project;
- g) to prepare questionnaires which will allow identifying the barriers to the FOWT deployment in the Black Sea and which can establish a hierarchisation and evaluation of barriers by their weighted ranking;
- h) to give recommendations on barriers' removals;
- i) to elaborate /to participate on the discussion on needs and concerns of stakeholders and needed policy options to replicate the pilot in the region of Black Sea;
- j) to engage the assessment of public support towards FOWT;
- k) to participate on general awareness-raising activities in the field of FOWT;
- l) to identify and analyse public policy options to support FOWT development in the region; m) to create an engaging 'narrative' for FOWT with the aim of allowing for cross-country learning on how to incentivize FOWT development in the region.

#### 3. Duration of the agreement

3.1 **The Stakeholder** undertakes to carry out the activity for the entire duration of the project.

4.1. For stakeholders all consulting services, participation in meetings, preparation of questionnaires, offering public support are free of charge.

# 5. The rights and obligations of the parties

5.1 CMU, the beneficiary has the right:

- a) the right to authorize directly or indirectly, temporarily or permanently, the reproduction of the results by any means (mechanical, digital or other) and in any form, in whole or in part;
- b) the right to authorize any display, public way of execution or communication to the public, by wire or wireless, including making the results available to the public so that the public can have access to them at the place and time chosen individually; this right also includes communication and broadcasting by cable or satellite;
- c) the right to authorize any form of distribution of results or copies of results to the public;

d) the right to modify the results;

e) the right to translate the results;

f) the right to store and archive the results in accordance with the document management rules applicable to the Commission, including digitization or format modification for the purpose of preservation or re-use;

5.2. CMU, the beneficiary undertakes:

- a) Collaborate with stakeholders for consulting, training, organizing local/regional/national events;
- b) To provide stakeholders with any information necessary to ensure appropriate conditions for carrying out the activity.

5.3. Stakeholder has the right:

a) to receive information related to the work agendas for the activities presented in point 2.2.

5.4. Stakeholder obliges:

- a) to carry out the activity under the conditions and at the quality required by the beneficiary;
- b) to carry out the activity with diligence and good faith, to the standards imposed by the beneficiary;
- c) to hand over the result of the object of the contract to the beneficiary;
- d) to respect the confidentiality established by the beneficiary.

6. Modification of the agreement

The contracting parties have the right, during the performance of the agreement, to agree to the modification of the contractual clauses by concluding an additional act in the event of the appearance of circumstances that harm their legitimate interests and which could not be foreseen at the time of the conclusion of the agreement.

#### 7. Termination of the agreement

- 7.1. This agreement terminates:
  - a) by written agreement of the parties;
  - b) from the thoroughly motivated initiative of one of the parties, notified to the other party;

c) at the end of the activity, object of this contract.

- 7.2. In the understanding of the contracting parties, any notification addressed by one of them to the other is validly fulfilled if it is sent to the headquarters address provided in the introductory part of the contract. Any change to this address will be notified in advance to the contracting party.
- 7.3. If the notification is made by post, it will be sent by registered letter with confirmation of receipt and is considered received by the recipient on the date mentioned by the receiving post office on this confirmation.
- 7.4. If the notification is sent by fax or electronic mail (e-mail), it is considered received on the first working day after the day on which it was sent.
- 7.5. Verbal notifications are not taken into account by any of the parties, if they are not confirmed through one of the methods provided in the previous paragraphs.

8. Liability of the parties

8.1. The non-fulfilment or improper fulfillment of the obligations assumed by this civil contract as well as those provided in the normative acts that regulate this matter, attracts the liability of the party at fault, except in cases of force majeure. Force majeure means an event independent of the will of the parties, unforeseeable and insurmountable, occurring after the conclusion of this contract and which prevents the parties from performing the obligations assumed by it.

8.2 Non-compliance with the obligations assumed by this contract by one of the parties, in a culpable manner, gives the injured party the right to request the termination of the agreement.

#### 9. Disputes

9.1. The parties have agreed that all disagreements regarding the validity of this contract or results from its interpretation, execution or termination will be resolved amicably by their representatives.
9.2. If it is not possible to resolve disputes amicably, the parties will address the competent courts..

This contract was concluded today 23<sup>rd</sup> of May 2023 in 2 (two) original copies, one for each party.

BENEFICIARY,

**Constanta Maritime University** 

**RECTOR** 

Prof. univ.dr.ing. CIUCUR Violeta-Vali

STAKEHOLDER,

OCEANIC CLUB

Manager Proiect,
Prof.univ.dr.ing. PANAIT Cornel

# to support of Legal Requirements & Cross Border Policy Development in area of Floating Offshore Wind Turbines (FOWT) No. 3474/3/29 00. 243

## 1. The contracting parties

As part of the development of the " BLOW2023-2028- Black Sea FLoating Offshore Wind " project, it ended the following collaboration agreement between

The Maritime University of Constanța (CMU), with headquarters in the municipality of Constanța, Mircea cel Bătrân str., no. 104, phone: 0241/664740, fax: 0241/617260, fiscal code 2747321, account RO62TREZ23F650601200130X opened at the Constanta Treasury, represented by the Rector, Prof Dr. Eng. Univ. Violeta Vali CIUCUR, referred to in this agreement as Beneficiary and

IULIAN CRETU, with headquarters in CONSTANTA, str. FAGETULUI no. 59, phone: fax: ....., fiscal code ....., RO53BRDE140SV21895541400 opened at the BRD Constanta, referred to in this agreement as as a Stakeholder.

#### 2. Subject of the agreement

- 2.1 The Stakeholder undertakes to carry out the activity of collaboration with intellectual results related to the " BLOW2023-2028- Black Sea FLoating Offshore Wind " project, Grant Agreement Nº: 101084323 as a "consultant/observer", in accordance with the obligations assumed by this agreement.
- 2.2. For both parties the activities that constitute the object of this contract are:
- a) to prepare the deployment of FOWT coherently in an efficient, safe and sustainable way;
- b) to support the relevant stakeholders (FOWT developers, industrial stakeholders, regional authorities, etc.) to reduce potential conflicts around Floating Offshore Wind Turbines (FOWT) implementation process, encourage investment through predictability, transparency and legal certainty, and ensure environmental protection;
- c) to evaluate potential conflicts of FOWT with, e.g., tourism, fisheries, shipping lanes, lay pipelines or submarine cables;
- d) to provide an overview of existing barriers and key drivers, also those region-specific, to upscale the development of floating offshore wind;
- e) by mapping regional industrial stakeholders, to identify their needs and concerns regarding floating offshore wind technologies.
- f) to participate on different meetings which will be organise during period of development of project;
- g) to prepare questionnaires which will allow identifying the barriers to the FOWT deployment in the Black Sea and which can establish a hierarchisation and evaluation of barriers by their weighted ranking;
- h) to give recommendations on barriers' removals;
- i) to elaborate /to participate on the discussion on needs and concerns of stakeholders and needed policy options to replicate the pilot in the region of Black Sea;
- j) to engage the assessment of public support towards FOWT;
- k) to participate on general awareness-raising activities in the field of FOWT;
- 1) to identify and analyse public policy options to support FOWT development in the region; m) to create an engaging 'narrative' for FOWT with the aim of allowing for cross-country learning on how to incentivize FOWT development in the region.

#### 3. Duration of the agreement

3.1 The Stakeholder undertakes to carry out the activity for the entire duration of the project.

4.1. **For stakeholders** all consulting services, participation in meetings, preparation of questionnaires, offering public support are free of charge.

#### 5. The rights and obligations of the parties

#### 5.1 **CMU**, the beneficiary has the right:

- a) the right to authorize directly or indirectly, temporarily or permanently, the reproduction of the results by any means (mechanical, digital or other) and in any form, in whole or in part;
- b) the right to authorize any display, public way of execution or communication to the public, by wire or wireless, including making the results available to the public so that the public can have access to them at the place and time chosen individually; this right also includes communication and broadcasting by cable or satellite;
- c) the right to authorize any form of distribution of results or copies of results to the public;
- d) the right to modify the results;
- e) the right to translate the results;
- f) the right to store and archive the results in accordance with the document management rules applicable to the Commission, including digitization or format modification for the purpose of preservation or re-use;

#### 5.2. CMU, the beneficiary undertakes:

- a) Collaborate with stakeholders for consulting, training, organizing local/regional/national events;
- b) To provide stakeholders with any information necessary to ensure appropriate conditions for carrying out the activity.

#### 5.3. Stakeholder has the right:

a) to receive information related to the work agendas for the activities presented in point 2.2.

#### 5.4. Stakeholder obliges:

- a) to carry out the activity under the conditions and at the quality required by the beneficiary;
- b) to carry out the activity with diligence and good faith, to the standards imposed by the beneficiary;
- c) to hand over the result of the object of the contract to the beneficiary;
- d) to respect the confidentiality established by the beneficiary.

#### 6. Modification of the agreement

The contracting parties have the right, during the performance of the agreement, to agree to the modification of the contractual clauses by concluding an additional act in the event of the appearance of circumstances that harm their legitimate interests and which could not be foreseen at the time of the conclusion of the agreement.

#### 7. Termination of the agreement

- 7.1. This agreement terminates:
  - a) by written agreement of the parties;
  - b) from the thoroughly motivated initiative of one of the parties, notified to the other party;
  - c) at the end of the activity, object of this contract.
- 7.2. In the understanding of the contracting parties, any notification addressed by one of them to the other is validly fulfilled if it is sent to the headquarters address provided in the introductory part of the contract. Any change to this address will be notified in advance to the contracting party.
- 7.3. If the notification is made by post, it will be sent by registered letter with confirmation of receipt and is considered received by the recipient on the date mentioned by the receiving post office on this confirmation.
- 7.4. If the notification is sent by fax or electronic mail (e-mail), it is considered received on the first working day after the day on which it was sent.
- 7.5. Verbal notifications are not taken into account by any of the parties, if they are not confirmed through one of the methods provided in the previous paragraphs.

#### 8. Liability of the parties

8.1. The non-fulfilment or improper fulfillment of the obligations assumed by this civil contract as well as those provided in the normative acts that regulate this matter, attracts the liability of the party at fault, except in cases of force majeure. Force majeure means an event independent of the will of the parties, unforeseeable and insurmountable, occurring after the conclusion of this contract and which prevents the parties from performing the obligations assumed by it.

8.2 Non-compliance with the obligations assumed by this contract by one of the parties, in a culpable manner, gives the injured party the right to request the termination of the agreement.

#### 9. Disputes

9.1. The parties have agreed that all disagreements regarding the validity of this contract or results from its interpretation, execution or termination will be resolved amicably by their representatives.

9.2. If it is not possible to resolve disputes amicably, the parties will address the competent courts..

This contract was concluded today ...... in 2 (two) original copies, one for each party.

BENEFICIARY,

STAKEHOLDER,

**Constanta Maritime University** 

**IULIAN CRETU** 

**RECTOR** 

Prof. univ.dr.ing. CIUCUR Violeta-Vali

Manager Project,
Prof.univ.dr.ing. RANAIT Cornel

# to support of Legal Requirements & Cross Border Policy Development in area of Floating Offshore Wind Turbines (FOWT) No. 3444/4/29 21223

#### 1. The contracting parties

As part of the development of the " BLOW2023-2028- Black Sea FLoating Offshore Wind " project, it ended the following collaboration agreement between

The Maritime University of Constanta (CMU), with headquarters in the municipality of Constanța, Mircea cel Bătrân str., no. 104, phone: 0241/664740, fax: 0241/617260, fiscal code 2747321, account RO62TREZ23F650601200130X opened at the Constanta Treasury, represented by the Rector, Prof Dr. Eng. Univ. Violeta Vali CIUCUR, referred to in this agreement as Beneficiary and

Black Sea Institute Association, with headquarters in the Municipality of Burgas, Mitropolit Simeon str., no. 14., phone: +359884885568, fiscal code 175639778, represented by Milen Dimitrov - President, referred to in this agreement as as a **Stakeholder**.

#### 2. Subject of the agreement

- 2.1 The Stakeholder undertakes to carry out the activity of collaboration with intellectual results related to the " BLOW2023-2028- Black Sea FLoating Offshore Wind " project, Grant Agreement No: 101084323 as a "consultant/observer", in accordance with the obligations assumed by this agreement.
- 2.2. For both parties the activities that constitute the object of this contract are:
- a) to prepare the deployment of FOWT coherently in an efficient, safe and sustainable way;
- b) to support the relevant stakeholders (FOWT developers, industrial stakeholders, regional authorities, etc.) to reduce potential conflicts around Floating Offshore Wind Turbines (FOWT) implementation process, encourage investment through predictability, transparency and legal certainty, and ensure environmental protection;
- c) to evaluate potential conflicts of FOWT with, e.g., tourism, fisheries, shipping lanes, lay pipelines or submarine cables;
- d) to provide an overview of existing barriers and key drivers, also those region-specific, to upscale the development of floating offshore wind;
- e) by mapping regional industrial stakeholders, to identify their needs and concerns regarding floating offshore wind technologies.
- f) to participate on different meetings which will be organise during period of development of project;
- g) to prepare questionnaires which will allow identifying the barriers to the FOWT deployment in the Black Sea and which can establish a hierarchisation and evaluation of barriers by their weighted ranking;
- h) to give recommendations on barriers' removals;
- i) to elaborate /to participate on the discussion on needs and concerns of stakeholders and needed policy options to replicate the pilot in the region of Black Sea;
- i) to engage the assessment of public support towards FOWT;
- k) to participate on general awareness-raising activities in the field of FOWT;
- 1) to identify and analyse public policy options to support FOWT development in the region; m) to create an engaging 'narrative' for FOWT with the aim of allowing for cross-country learning on how to incentivize FOWT development in the region.

#### 3. Duration of the agreement

3.1 The Stakeholder undertakes to carry out the activity for the entire duration of the project.

#### 4. The price of the agreement

4.1. **For stakeholders** all consulting services, participation in meetings, preparation of questionnaires, offering public support are free of charge.

#### 5. The rights and obligations of the parties

#### 5.1 CMU, the beneficiary has the right:

- a) the right to authorize directly or indirectly, temporarily or permanently, the reproduction of the results by any means (mechanical, digital or other) and in any form, in whole or in part;
- b) the right to authorize any display, public way of execution or communication to the public, by wire or wireless, including making the results available to the public so that the public can have access to them at the place and time chosen individually; this right also includes communication and broadcasting by cable or satellite;
- c) the right to authorize any form of distribution of results or copies of results to the public;
- d) the right to modify the results;
- e) the right to translate the results;
- f) the right to store and archive the results in accordance with the document management rules applicable to the Commission, including digitization or format modification for the purpose of preservation or re-use;

### 5.2. CMU, the beneficiary undertakes:

- a) Collaborate with stakeholders for consulting, training, organizing local/regional/national events;
- b) To provide stakeholders with any information necessary to ensure appropriate conditions for carrying out the activity.

#### 5.3. Stakeholder has the right:

a) to receive information related to the work agendas for the activities presented in point 2.2.

#### 5.4. Stakeholder obliges:

- a) to carry out the activity under the conditions and at the quality required by the beneficiary;
- b) to carry out the activity with diligence and good faith, to the standards imposed by the beneficiary;
- c) to hand over the result of the object of the contract to the beneficiary;
- d) to respect the confidentiality established by the beneficiary.

#### 6. Modification of the agreement

The contracting parties have the right, during the performance of the agreement, to agree to the modification of the contractual clauses by concluding an additional act in the event of the appearance of circumstances that harm their legitimate interests and which could not be foreseen at the time of the conclusion of the agreement.

#### 7. Termination of the agreement

- 7.1. This agreement terminates:
  - a) by written agreement of the parties;
  - b) from the thoroughly motivated initiative of one of the parties, notified to the other party;
  - c) at the end of the activity, object of this contract.
- 7.2. In the understanding of the contracting parties, any notification addressed by one of them to the other is validly fulfilled if it is sent to the headquarters address provided in the introductory part of the contract. Any change to this address will be notified in advance to the contracting party.
- 7.3. If the notification is made by post, it will be sent by registered letter with confirmation of receipt and is considered received by the recipient on the date mentioned by the receiving post office on this confirmation.
- 7.4. If the notification is sent by fax or electronic mail (e-mail), it is considered received on the first working day after the day on which it was sent.
- 7.5. Verbal notifications are not taken into account by any of the parties, if they are not confirmed through one of the methods provided in the previous paragraphs.

#### 8. Liability of the parties

- 8.1. The non-fulfilment or improper fulfillment of the obligations assumed by this civil contract as well as those provided in the normative acts that regulate this matter, attracts the liability of the party at fault, except in cases of force majeure. Force majeure means an event independent of the will of the parties, unforeseeable and insurmountable, occurring after the conclusion of this contract and which prevents the parties from performing the obligations assumed by it.
- 8.2 Non-compliance with the obligations assumed by this contract by one of the parties, in a culpable manner, gives the injured party the right to request the termination of the agreement.

9.	Dis	pu	tes
7.	<b>D12</b>	μu	TC:

9.1. The parties have agreed that all disagreements regarding the validity of this contract or results from its interpretation, execution or termination will be resolved amicably by their representatives.
9.2. If it is not possible to resolve disputes amicably, the parties will address the competent courts..

This contract was concluded today ...... in 2 (two) original copies, one for each party.

BENEFICIARY,

**Constanta Maritime University** 

RECTOR

Prof. univ.dr.ing. CIUCUR Violeta-Vali

STAKEHOLDER,

.....

Manager Project,
Prof.univ.dr.ing. PANAUT Cornel

MILEN Digitally signed by MILEN GANCHEV GANCHEV DIMITROV Date: 2023.05.26 20:25:54 +03'00'

# to support of Legal Requirements & Cross Border Policy Development in area of Floating Offshore Wind Turbines (FOWT) No. 3475/5/ 29 05 2023

1. The contracting parties

As part of the development of the "BLOW2023-2028- Black Sea FLoating Offshore Wind " project, it ended the following collaboration agreement between

The Maritime University of Constanța (CMU), with headquarters in the municipality of Constanța, Mircea cel Bătrân str., no. 104, phone: 0241/664740, fax: 0241/617260, fiscal code 2747321, account RO62TREZ23F650601200130X opened at the Constanța Treasury, represented by the Rector, Prof Dr. Eng. Univ. Violeta Vali CIUCUR, referred to in this agreement as Beneficiary and

Agentia National Total Ca	no. 24 phone: 0722522354 17344491 account RO36 TREZ 23A 835
opened at the 000 2-03 004 X	represented by referred to in this agreement as as a Stakeholder.
MARIAN AVRAM.	

- 2. Subject of the agreement
- 2.1 The Stakeholder undertakes to carry out the activity of collaboration with intellectual results related to the "BLOW2023-2028- Black Sea FLoating Offshore Wind " project, Grant Agreement No: 101084323 as a "consultant/observer", in accordance with the obligations assumed by this agreement.
- 2.2. For both parties the activities that constitute the object of this contract are:
- a) to prepare the deployment of FOWT coherently in an efficient, safe and sustainable way;
- b) to support the relevant stakeholders (FOWT developers, industrial stakeholders, regional authorities, etc.) to reduce potential conflicts around *Floating Offshore Wind Turbines* (FOWT) implementation process, encourage investment through predictability, transparency and legal certainty, and ensure environmental protection:
- c) to evaluate potential conflicts of FOWT with, e.g., tourism, fisheries, shipping lanes, lay pipelines or submarine cables:
- d) to provide an overview of existing barriers and key drivers, also those region-specific, to upscale the development of floating offshore wind;
- e) by mapping regional industrial stakeholders, to identify their needs and concerns regarding floating offshore wind technologies.
- f) to participate on different meetings which will be organise during period of development of projects
- g) to prepare questionnaires which will allow identifying the barriers to the FOWT deployment in the Black Sea and which can establish a hierarchisation and evaluation of barriers by their weighted ranking;
- h) to give recommendations on barriers' removals:
- i) to elaborate /to participate on the discussion on needs and concerns of stakeholders and needed policy options to replicate the pilot in the region of Black Sea;
- i) to engage the assessment of public support towards FOWT:
- k) to participate on general awareness-raising activities in the field of FOWT:
- I) to identify and analyse public policy options to support FOWT development in the region; m) to create an engaging 'narrative' for FOWT with the aim of allowing for cross-country learning on how to incentivize FOWT development in the region.

#### 3. Duration of the agreement

3.1 The Stakeholder undertakes to carry out the activity for the entire duration of the project.

4.1. For stakeholders all consulting services, participation in meetings, preparation of questionnaires, offering public support are free of charge.

# 5. The rights and obligations of the parties

5.1 CMU, the beneficiary has the right:

- a) the right to authorize directly or indirectly, temporarily or permanently, the reproduction of the results by any means (mechanical, digital or other) and in any form, in whole or in part;
- b) the right to authorize any display, public way of execution or communication to the public, by wire or wireless, including making the results available to the public so that the public can have access to them at the place and time chosen individually; this right also includes communication and broadcasting by cable or satellite;
- c) the right to authorize any form of distribution of results or copies of results to the public;

d) the right to modify the results:

e) the right to translate the results;

f) the right to store and archive the results in accordance with the document management rules applicable to the Commission, including digitization or format modification for the purpose of preservation or re-use;

5.2. CMU, the beneficiary undertakes:

- a) Collaborate with stakeholders for consulting, training, organizing local/regional/national events;
- b) To provide stakeholders with any information necessary to ensure appropriate conditions for carrying out the activity.

5.3. Stakeholder has the right:

a) to receive information related to the work agendas for the activities presented in point 2.2.

5.4. Stakeholder obliges:

- a) to carry out the activity under the conditions and at the quality required by the beneficiary;
- b) to carry out the activity with diligence and good faith, to the standards imposed by the beneficiary;
- c) to hand over the result of the object of the contract to the beneficiary;
- d) to respect the confidentiality established by the beneficiary.

6. Modification of the agreement

The contracting parties have the right, during the performance of the agreement, to agree to the modification of the contractual clauses by concluding an additional act in the event of the appearance of circumstances that harm their legitimate interests and which could not be foreseen at the time of the conclusion of the agreement.

#### 7. Termination of the agreement

7.1. This agreement terminates:

- a) by written agreement of the parties;
- b) from the thoroughly motivated initiative of one of the parties, notified to the other party;

c) at the end of the activity, object of this contract.

- 7.2. In the understanding of the contracting parties, any notification addressed by one of them to the other is validly fulfilled if it is sent to the headquarters address provided in the introductory part of the contract. Any change to this address will be notified in advance to the contracting party.
- 7.3. If the notification is made by post, it will be sent by registered letter with confirmation of receipt and is considered received by the recipient on the date mentioned by the receiving post office on this
- 7.4. If the notification is sent by fax or electronic mail (e-mail), it is considered received on the first working day after the day on which it was sent.
- 7.5. Verbal notifications are not taken into account by any of the parties, if they are not confirmed through one of the methods provided in the previous paragraphs.

8. Liability of the parties

8.1. The non-fulfilment or improper fulfillment of the obligations assumed by this civil contract as well as those provided in the normative acts that regulate this matter, attracts the liability of the party at fault, except in cases of force majeure. Force majeure means an event independent of the will of the parties, unforeseeable and insurmountable, occurring after the conclusion of this contract and which prevents the parties from performing the obligations assumed by it.

8.2 Non-compliance with the obligations assumed by this contract by one of the parties, in a culpable manner, gives the injured party the right to request the termination of the agreement.

9. Disputes

9.1. The parties have agreed that all disagreements regarding the validity of this contract or results from its interpretation, execution or termination will be resolved amicably by their representatives.

9.2. If it is not possible to resolve disputes amicably, the parties will address the competent courts..

This contract was concluded today ...... in 2 (two) original copies, one for each

BENEFICIARY,

Constanta Maritime University

RECTOR

Prof. univ.dr.ing GIUCUR Violeta-Vali

Manager Project ANAIT Cornel Prof.univ.dr/ng.

IN CONSTANTA

#### **AGREEMENT**

to support of Legal Requirements & Cross Border Policy Development 

1. The contracting parties

As part of the development of the "BLOW2023-2028- Black Sea FLoating Offshore Wind " project, it ended the following collaboration agreement between

The Maritime University of Constanta (CMU), with headquarters in the municipality of Constanța, Mircea cel Bătrân str., no. 104, phone: 0241/664740, fax: 0241/617260, fiscal code 2747321, account RO62TREZ23F650601200130X opened at the Constanța Treasury, represented by the Rector, Prof Dr. Eng. Univ. Violeta Vali CIUCUR, referred to in this agreement as Beneficiary and

Constanța Chamber of Commerce, Industry, Shipping and Agriculture, with headquarters in the municipality of Constanța, Alexandru Lapusneanu Blvd no. 185A, code: RO2756842, 0241/619854, e-mail:office@ccina.ro, fiscal phone: account RO35RNCB296014671930004, opened at the BCR, represented by General Manager, Ruxandra SERESCU, referred to in this agreement as a Stakeholder.

2. Subject of the agreement

- 2.1 The Stakeholder undertakes to carry out the activity of collaboration with intellectual results related to the " BLOW2023-2028- Black Sea FLoating Offshore Wind " project, Grant Agreement No: 101084323 as a "consultant/observer", in accordance with the obligations assumed by this
- 2.2. For both parties the activities that constitute the object of this contract are:
- a) to prepare the deployment of FOWT coherently in an efficient, safe and sustainable way;
- b) to support the relevant stakeholders (FOWT developers, industrial stakeholders, regional authorities, etc.) to reduce potential conflicts around Floating Offshore Wind Turbines (FOWT) implementation process, encourage investment through predictability, transparency and legal certainty, and ensure environmental protection;
- c) to evaluate potential conflicts of FOWT with, e.g., tourism, fisheries, shipping lanes, lay pipelines or submarine cables;
- d) to provide an overview of existing barriers and key drivers, also those region-specific, to upscale the development of floating offshore wind;
- e) by mapping regional industrial stakeholders, to identify their needs and concerns regarding floating offshore wind technologies.
- f) to participate on different meetings which will be organise during period of development of project;
- g) to prepare questionnaires which will allow identifying the barriers to the FOWT deployment in the Black Sea and which can establish a hierarchisation and evaluation of barriers by their weighted ranking;
- h) to give recommendations on barriers' removals;
- i) to elaborate /to participate on the discussion on needs and concerns of stakeholders and needed policy options to replicate the pilot in the region of Black Sea;
- j) to engage the assessment of public support towards FOWT;
- k) to participate on general awareness-raising activities in the field of FOWT;
- 1) to identify and analyse public policy options to support FOWT development in the region; m) to create an engaging 'narrative' for FOWT with the aim of allowing for cross-country learning on how to incentivize FOWT development in the region.
- 3. Duration of the agreement
- 3.1 The Stakeholder undertakes to carry out the activity for the entire duration of the project.

4.1. **For stakeholders** all consulting services, participation in meetings, preparation of questionnaires, offering public support are free of charge.

#### 5. The rights and obligations of the parties

#### 5.1 CMU, the beneficiary has the right:

- a) the right to authorize directly or indirectly, temporarily or permanently, the reproduction of the results by any means (mechanical, digital or other) and in any form, in whole or in part;
- b) the right to authorize any display, public way of execution or communication to the public, by wire or wireless, including making the results available to the public so that the public can have access to them at the place and time chosen individually; this right also includes communication and broadcasting by cable or satellite;
- c) the right to authorize any form of distribution of results or copies of results to the public;
- d) the right to modify the results;
- e) the right to translate the results;
- f) the right to store and archive the results in accordance with the document management rules applicable to the Commission, including digitization or format modification for the purpose of preservation or re-use;

#### 5.2. CMU, the beneficiary undertakes:

- a) Collaborate with stakeholders for consulting, training, organizing local/regional/national events;
- b) To provide stakeholders with any information necessary to ensure appropriate conditions for carrying out the activity.

#### 5.3. Stakeholder has the right:

a) to receive information related to the work agendas for the activities presented in point 2.2.

#### 5.4. Stakeholder obliges:

- a) to carry out the activity under the conditions and at the quality required by the beneficiary;
- b) to carry out the activity with diligence and good faith, to the standards imposed by the beneficiary;
- c) to hand over the result of the object of the contract to the beneficiary;
- d) to respect the confidentiality established by the beneficiary.

#### 6. Modification of the agreement

The contracting parties have the right, during the performance of the agreement, to agree to the modification of the contractual clauses by concluding an additional act in the event of the appearance of circumstances that harm their legitimate interests and which could not be foreseen at the time of the conclusion of the agreement.

#### 7. Termination of the agreement

- 7.1. This agreement terminates:
  - a) by written agreement of the parties;
  - b) from the thoroughly motivated initiative of one of the parties, notified to the other party;
  - c) at the end of the activity, object of this contract.
- 7.2. In the understanding of the contracting parties, any notification addressed by one of them to the other is validly fulfilled if it is sent to the headquarters address provided in the introductory part of the contract. Any change to this address will be notified in advance to the contracting party.
- 7.3. If the notification is made by post, it will be sent by registered letter with confirmation of receipt and is considered received by the recipient on the date mentioned by the receiving post office on this confirmation.
- 7.4. If the notification is sent by fax or electronic mail (e-mail), it is considered received on the first working day after the day on which it was sent.
- 7.5. Verbal notifications are not taken into account by any of the parties, if they are not confirmed through one of the methods provided in the previous paragraphs.

#### 8. Liability of the parties

8.1. The non-fulfilment or improper fulfillment of the obligations assumed by this civil contract as well as those provided in the normative acts that regulate this matter, attracts the liability of the party at fault, except in cases of force majeure. Force majeure means an event independent of the will of the parties, unforeseeable and insurmountable, occurring after the conclusion of this contract and which prevents the parties from performing the obligations assumed by it.

8.2 Non-compliance with the obligations assumed by this contract by one of the parties, in a culpable manner, gives the injured party the right to request the termination of the agreement.

#### 9. Disputes

9.1. The parties have agreed that all disagreements regarding the validity of this contract or results from its interpretation, execution or termination will be resolved amicably by their representatives.

9.2. If it is not possible to resolve disputes amicably, the parties will address the competent courts..

This contract was concluded today 22.06.2023 in 2 (two) original copies, one for each party.

BENEFICIARY,

Constanta Maritime University

RECTOR

Prof. univ.dr.ing. CIUCUR Violeta-Vali

STAKEHOLDER,

Constanta Chamber of Commerce, Industry,

Shipping and Agriculture GENERAL MANAGER SERESCU Ruxandra

Manager Proiect,
Prof.univ.dr.ing, PANAIT Cornel

3

# to support of Legal Requirements & Cross Border Policy Development in area of Floating Offshore Wind Turbines (FOWT)

1. The contracting parties

As part of the development of the " BLOW2023-2028- Black Sea FLoating Offshore Wind " project, it ended the following collaboration agreement between

The Maritime University of Constanta (CMU), with headquarters in the municipality of Constanta, Mircea cel Bătrân str., no. 104, phone: 0241/664740, fax: 0241/617260, fiscal code 2747321, account RO62TREZ23F650601200130X opened at the Constanța Treasury, represented by the Rector, Prof Dr. Eng. Univ. Violeta Vali CIUCUR, referred to in this agreement as Beneficiary and

Asoc. "Centrul European pentru Responsabilitate Socială" (European Center for Social **Responsibility**) with headquarters in the Constanta str Alexandru Lapusneanu no. 163, Bl. LT8, Sc. B, ap. 20, phone: +40726903396 fax: - fiscal code 24589052, represented by President, Dr. Cristina DRAGOMIR, referred to in this agreement as as a Stakeholder.

#### 2. Subject of the agreement

- 2.1 The Stakeholder undertakes to carry out the activity of collaboration with intellectual results related to the " BLOW2023-2028- Black Sea FLoating Offshore Wind " project, Grant Agreement No: 101084323 as a "consultant/observer", in accordance with the obligations assumed by this agreement.
- 2.2. For both parties the activities that constitute the object of this contract are:
- a) to prepare the deployment of FOWT coherently in an efficient, safe and sustainable way;
- b) to support the relevant stakeholders (FOWT developers, industrial stakeholders, regional authorities, etc.) to reduce potential conflicts around Floating Offshore Wind Turbines (FOWT) implementation process, encourage investment through predictability, transparency and legal certainty, and ensure environmental protection;
- c) to evaluate potential conflicts of FOWT with, e.g., tourism, fisheries, shipping lanes, lay pipelines or submarine cables;
- d) to provide an overview of existing barriers and key drivers, also those region-specific, to upscale the development of floating offshore wind;
- e) by mapping regional industrial stakeholders, to identify their needs and concerns regarding floating offshore wind technologies.
- f) to participate on different meetings which will be organise during period of development of project;
- g) to prepare questionnaires which will allow identifying the barriers to the FOWT deployment in the Black Sea and which can establish a hierarchisation and evaluation of barriers by their weighted ranking;
- h) to give recommendations on barriers' removals;
- i) to elaborate /to participate on the discussion on needs and concerns of stakeholders and needed policy options to replicate the pilot in the region of Black Sea;
- j) to engage the assessment of public support towards FOWT;
- k) to participate on general awareness-raising activities in the field of FOWT;
- 1) to identify and analyse public policy options to support FOWT development in the region; m) to create an engaging 'narrative' for FOWT with the aim of allowing for cross-country learning on how to incentivize FOWT development in the region.

#### 3. Duration of the agreement

3.1 The Stakeholder undertakes to carry out the activity for the entire duration of the project.

4.1. **For stakeholders** all consulting services, participation in meetings, preparation of questionnaires, offering public support are free of charge.

## 5. The rights and obligations of the parties

5.1 **CMU**, the beneficiary has the right:

- a) the right to authorize directly or indirectly, temporarily or permanently, the reproduction of the results by any means (mechanical, digital or other) and in any form, in whole or in part;
- b) the right to authorize any display, public way of execution or communication to the public, by wire or wireless, including making the results available to the public so that the public can have access to them at the place and time chosen individually; this right also includes communication and broadcasting by cable or satellite;
- c) the right to authorize any form of distribution of results or copies of results to the public;

d) the right to modify the results;

e) the right to translate the results;

f) the right to store and archive the results in accordance with the document management rules applicable to the Commission, including digitization or format modification for the purpose of preservation or re-use;

5.2. CMU, the beneficiary undertakes:

- a) Collaborate with stakeholders for consulting, training, organizing local/regional/national events;
- b) To provide stakeholders with any information necessary to ensure appropriate conditions for carrying out the activity.

5.3. Stakeholder has the right:

a) to receive information related to the work agendas for the activities presented in point 2.2.

5.4. Stakeholder obliges:

- a) to carry out the activity under the conditions and at the quality required by the beneficiary;
- b) to carry out the activity with diligence and good faith, to the standards imposed by the beneficiary;
- c) to hand over the result of the object of the contract to the beneficiary;
- d) to respect the confidentiality established by the beneficiary.

6. Modification of the agreement

The contracting parties have the right, during the performance of the agreement, to agree to the modification of the contractual clauses by concluding an additional act in the event of the appearance of circumstances that harm their legitimate interests and which could not be foreseen at the time of the conclusion of the agreement.

#### 7. Termination of the agreement

- 7.1. This agreement terminates:
  - a) by written agreement of the parties;
  - b) from the thoroughly motivated initiative of one of the parties, notified to the other party;

c) at the end of the activity, object of this contract.

- 7.2. In the understanding of the contracting parties, any notification addressed by one of them to the other is validly fulfilled if it is sent to the headquarters address provided in the introductory part of the contract. Any change to this address will be notified in advance to the contracting party.
- 7.3. If the notification is made by post, it will be sent by registered letter with confirmation of receipt and is considered received by the recipient on the date mentioned by the receiving post office on this confirmation.
- 7.4. If the notification is sent by fax or electronic mail (e-mail), it is considered received on the first working day after the day on which it was sent.
- 7.5. Verbal notifications are not taken into account by any of the parties, if they are not confirmed through one of the methods provided in the previous paragraphs.

8. Liability of the parties

8.1. The non-fulfilment or improper fulfillment of the obligations assumed by this civil contract as well as those provided in the normative acts that regulate this matter, attracts the liability of the party at fault, except in cases of force majeure. Force majeure means an event independent of the will of the parties, unforeseeable and insurmountable, occurring after the conclusion of this contract and which prevents the parties from performing the obligations assumed by it.

8.2 Non-compliance with the obligations assumed by this contract by one of the parties, in a culpable manner, gives the injured party the right to request the termination of the agreement.

#### 9. Disputes

9.1. The parties have agreed that all disagreements regarding the validity of this contract or results from its interpretation, execution or termination will be resolved amicably by their representatives.

9.2. If it is not possible to resolve disputes amicably, the parties will address the competent courts...

This contract was concluded today ...... in 2 (two) original copies, one for each party.

BENEFICIARY,
Constanta Maritime University
RECTOR
Prof. univ.dr.ing. CIUCUR Violeta-Vali

STAKEHOLDER,
European Center for Social Responsibility
President,

Dr. DRAGOMIR Cristina

Manager Proiect, Prof.univ.dr.ing. PANAIT Cornel

# to support of Legal Requirements & Cross Border Policy Development in area of Floating Offshore Wind Turbines (FOWT)

No. 35781 29 05, 2023

#### 1. The contracting parties

As part of the development of the "BLOW2023-2028- Black Sea FLoating Offshore Wind "project, it ended the following collaboration agreement between

The Maritime University of Constanța (CMU), with headquarters in the municipality of Constanța, Mircea cel Bătrân str., no. 104, phone: 0241/664740, fax: 0241/617260, fiscal code 2747321, account RO62TREZ23F650601200130X opened at the Constanța Treasury, represented by the Rector, Prof Dr. Eng. Univ. Violeta Vali CIUCUR, referred to in this agreement as Beneficiary and

#### Black Sea Oil&Gas SA, with headquarters in:

**Bucuresti,** str., Calea Floreasca no. 175, 10 Floor, Sector 1, ZC 014459, phone: +40 21 231 32 56, fax: +40 21 231 33 12, email: office@blackseaog.com, fiscal code RO 21288144, No. Trade Register Registration: J40/4623/2007,

Constanta, Bd. Regina Elisabeta, no.2B, floor 2, zone Poarta 1, ZC 900735, phone: +40 24 148 72 01, fax: +40 24 148 72 02, email: office.constanta@blackseaog.com

account	 opened	at	the		,	represented	by
	 , r	efei	rred	to in this agree	ement as as a S	Stakeholder.	

#### 2. Subject of the agreement

- 2.1 **The Stakeholder** undertakes to carry out the activity of collaboration with intellectual results related to the "BLOW2023-2028- Black Sea FLoating Offshore Wind "project, Grant Agreement No: 101084323 as a "consultant/observer", in accordance with the obligations assumed by this agreement.
- 2.2. For both parties the activities that constitute the object of this contract are:
- a) to prepare the deployment of FOWT coherently in an efficient, safe and sustainable way;
- b) to support the relevant stakeholders (FOWT developers, industrial stakeholders, regional authorities, etc.) to reduce potential conflicts around *Floating Offshore Wind Turbines* (FOWT) implementation process, encourage investment through predictability, transparency and legal certainty, and ensure environmental protection;
- c) to evaluate potential conflicts of FOWT with, e.g., tourism, fisheries, shipping lanes, lay pipelines or submarine cables;
- d) to provide an overview of existing barriers and key drivers, also those region-specific, to upscale the development of floating offshore wind;
- e) by mapping regional industrial stakeholders, to identify their needs and concerns regarding floating offshore wind technologies.
- f) to participate on different meetings which will be organise during period of development of project;
- g) to prepare questionnaires which will allow identifying the barriers to the FOWT deployment in the Black Sea and which can establish a hierarchisation and evaluation of barriers by their weighted ranking;
- h) to give recommendations on barriers' removals;
- i) to elaborate / to participate on the discussion on needs and concerns of stakeholders and needed policy options to replicate the pilot in the region of Black Sea;
- j) to engage the assessment of public support towards FOWT;
- k) to participate on general awareness-raising activities in the field of FOWT;

l) to identify and analyse public policy options to support FOWT development in the region; m) to create an engaging 'narrative' for FOWT with the aim of allowing for cross-country learning on how to incentivize FOWT development in the region.

3. Duration of the agreement

3.1 The Stakeholder undertakes to carry out the activity for the entire duration of the project.

4. The price of the agreement

4.1. For stakeholders all consulting services, participation in meetings, preparation of questionnaires, offering public support are free of charge.

#### 5. The rights and obligations of the parties

5.1 CMU, the beneficiary has the right:

- a) the right to authorize directly or indirectly, temporarily or permanently, the reproduction of the results by any means (mechanical, digital or other) and in any form, in whole or in part;
- b) the right to authorize any display, public way of execution or communication to the public, by wire or wireless, including making the results available to the public so that the public can have access to them at the place and time chosen individually; this right also includes communication and broadcasting by cable or satellite;
- c) the right to authorize any form of distribution of results or copies of results to the public;
- d) the right to modify the results;

e) the right to translate the results;

the right to store and archive the results in accordance with the document management rules applicable to the Commission, including digitization or format modification for the purpose of preservation or re-use;

5.2. CMU, the beneficiary undertakes:

- a) Collaborate with stakeholders for consulting, training, organizing local/regional/national events;
- b) To provide stakeholders with any information necessary to ensure appropriate conditions for carrying out the activity.

5.3. Stakeholder has the right:

a) to receive information related to the work agendas for the activities presented in point 2.2.

5.4. Stakeholder obliges:

- a) to carry out the activity under the conditions and at the quality required by the beneficiary;
- b) to carry out the activity with diligence and good faith, to the standards imposed by the beneficiary;
- c) to hand over the result of the object of the contract to the beneficiary;
- d) to respect the confidentiality established by the beneficiary.

6. Modification of the agreement

The contracting parties have the right, during the performance of the agreement, to agree to the modification of the contractual clauses by concluding an additional act in the event of the appearance of circumstances that harm their legitimate interests and which could not be foreseen at the time of the conclusion of the agreement.

#### 7. Termination of the agreement

7.1. This agreement terminates:

a) by written agreement of the parties;

b) from the thoroughly motivated initiative of one of the parties, notified to the other party;

c) at the end of the activity, object of this contract.

- 7.2. In the understanding of the contracting parties, any notification addressed by one of them to the other is validly fulfilled if it is sent to the headquarters address provided in the introductory part of the contract. Any change to this address will be notified in advance to the contracting party.
- 7.3. If the notification is made by post, it will be sent by registered letter with confirmation of receipt and is considered received by the recipient on the date mentioned by the receiving post office on this confirmation.
- 7.4. If the notification is sent by fax or electronic mail (e-mail), it is considered received on the first working day after the day on which it was sent.
- 7.5. Verbal notifications are not taken into account by any of the parties, if they are not confirmed through one of the methods provided in the previous paragraphs.

8. Liability of the parties

- 8.1. The non-fulfilment or improper fulfillment of the obligations assumed by this civil contract as well as those provided in the normative acts that regulate this matter, attracts the liability of the party at fault, except in cases of force majeure. Force majeure means an event independent of the will of the parties, unforeseeable and insurmountable, occurring after the conclusion of this contract and which prevents the parties from performing the obligations assumed by it.
- 8.2 Non-compliance with the obligations assumed by this contract by one of the parties, in a culpable manner, gives the injured party the right to request the termination of the agreement.

9. Disputes

9.1. The parties have agreed that all disagreements regarding the validity of this contract or results from its interpretation, execution or termination will be resolved amicably by their representatives.

9.2. If it is not possible to resolve disputes amicably, the parties will address the competent courts...

This contract was concluded today ..... in 2 (two) original copies, one for each party.

BENEFICIARY, Constanta Maritime University STAKEHOLDER, Black Sea Oil&Gas SA

RECTOR

Prof. univ.dr.ing. CIUCUR Violeta-Vali

Manager Project,
Prof.univ.dr.ing. PANAIT Cornel