



SELECTION NOTICE

**for the selection of 5 trainers in the field of International Cooperation in Civil Matters or Related Fields, and
1 IT&C Trainer, specialist in information technology and communication,
focusing on digital tools and e-CODEX implementation
within the project JUST-2024-JTRA-101189956 "CiviLink: Connecting Borders
through e-CODEX Judicial Training"**

The National Institute of Magistracy, as the Project Coordinator, in partnership with the Centre for Judicial Studies from Portugal, the Judicial School of the General Council for the Judiciary from Spain, the National Institute of Justice from Bulgaria, the Romanian National School of Clerks, as Beneficiaries, and the National School of Judiciary and Public Prosecution from Poland, the School for the Judiciary from Italy, and the European Judicial Training Network (EJTN), as Project Associate Partners, is implementing the EU-funded project **JUST-2024-JTRA-101189956 "CiviLink: Connecting Borders through e-CODEX Judicial Training."** The project aims to enhance the digital capabilities of judges and court staff in EU judicial cooperation in civil matters, focusing on Regulations (EU) 2020/1783 and 2020/1784, e-CODEX, and EU data protection standards.

1. Project description

The general objective of the project is enhancing the digital capabilities of judges and court staff in the realm of EU judicial cooperation in civil matters. With a keen focus on Regulations (EU) 2020/1783 and 2020/1784, and on the intricacies of e-CODEX, including EU data protection standards, the project addresses the urgent need for training in digital tools. It embodies a dual commitment to the effective application of EU law and to improving the understanding of new technologies, upskilling digital capacity, and promoting the efficient use of digitalized judicial procedures. Through a multifaceted approach, the project proposes a comprehensive blended learning training program for more than 260 judges and court staff involved in applying EU law in civil cases across six EU MS. The training includes 6 transnational and cross-professional seminars, each preceded by an introductory webinar. All activities in the project will be organised exclusively in English. The activities are supported by e-learning tools: three tutorials and six reflective learning podcasts. The project outcomes are presented in a final formative conference, which also serves as a main dissemination channel. The project's objectives go beyond mere skill enhancement, fostering cross-border dialogue among justice professionals and thereby facilitating a harmonised application of EU law.

2. General principles of selection

I. Transparency and openness: The selection process will be conducted openly and transparently by the National Institute of Magistracy and the concerned partner organizations (hosting partners). A standardized call for applications will be widely disseminated, allowing sufficient time for submissions. The call will be published on the



**Co-funded by
the European Union**

websites of participating organizations and shared with eligible national courts and bodies.

II. Non-discrimination: The selection process will adhere to non-discrimination principles based on nationality, residence, gender, sexual orientation, age, race, religion, national, ethnic or social origin, political or other opinion or affiliation. However, age, gender, residence, and place of work may be considered to ensure broad and balanced representation.

III. Uniform selection criteria. The selection of trainers carried out by the NIM and each hosting partner (CGPJ, NIJ, CEJ) will be based on uniform selection criteria approved by the project partners.

IV. Quality and relevance: The selection will focus on trainers who meet the prescribed criteria and can best advance the project's objectives.

3. Purpose of the selection procedure

In the framework of this project, the National Institute of Magistracy will announce the launch of a selection procedure for 6 trainers, including:

5 Specialists in International Cooperation in Civil Matters or Related Fields: Judges, academics, or specialists with experience in international cooperation in civil matters and/or data protection (a trainer in EU data protection standards and their application in judicial contexts) and/or linguistic (a professional with expertise in legal English terminology and language support for cross-border judicial cooperation).

1 IT&C Trainer: Specialist in information technology and communication, focusing on digital tools and e-CODEX implementation.

The main roles of the trainers are to: identify specific learning objectives and frame the relevant content and methodology for webinars, six transnational and cross-professional seminars and e-learning tools (tutorials and podcasts); establish uniform training templates for the seminars and webinars; review and discuss training materials; approve impact and quality assessment methodology and tools; decide on the calendar of the webinars and seminars and the teams of trainers for each training event and the teams responsible for developing the e-tools.

From June to September 2025 teams of two trainers will develop **three short video tutorials** of 6-10 minutes each, in English.

Three video tutorials will be on the functionalities and features of e-CODEX in connection with the application of the two recast regulations and data protection standards applicable when using e-CODEX. Tutorials will entail practical demonstrations on how to access and navigate through e-CODEX, addressing also safety and data confidentiality issues. Each tutorial will be developed in English (with English subtitles) for inclusivity and accessibility purposes and translated (subtitled) into the languages of at least 2 project partners.

The **introductory webinars** will be organised in English, for half day, according to the following schedule:

No.	Webinars	Period
1.	First introductory webinar	October 2025

2.	Second introductory webinar	November 2025
3.	Third introductory webinar	February 2026
4.	Forth introductory webinar	March 2026
5.	Fifth introductory webinar	May 2026
6.	Sixth introductory webinar	June 2026

The **Six introductory webinars** will be directed in English and will serve as pre-training for the interactive seminars, providing participants with a general introduction to the legal framework and functionalities of e-CODEX, with a focus on language terminology in judicial cooperation in civil matters. Participants will learn about common legal terms and phrases used in civil proceedings, as well as strategies for overcoming language barriers in communication and documentation. The webinars will incorporate sessions on gender sensitivity, non-discrimination, and inclusivity to raise awareness and promote a culture of equality among participants. Each webinar will be facilitated by 2 judicial trainers, one of whom will be an English language expert.

Each **transnational and cross-professional seminars** will be organised in English, over a period of 1,5 days, according to the following schedule:

No.	Seminars	Period
1.	First Seminar in Bucharest	30-31 October 2025
2.	Second Seminar Barcelona	20-21 November 2025
3.	Third Seminar in Bucharest	24-25 February 2026
4.	Forth Seminar in Sofia	17-18 March 2026
5.	Fifth Seminar in Lisbon	5-6 May 2026
6.	Sixth Seminar in Bucharest	9-10 June 2026

Six interactive and practical seminars on following topics: recent developments in the application of Regulations (EU) 2020/1783 and 2020/1784; the use of e-CODEX in daily practice; EU data protection standards in relation to the use of digital cooperation tools. The seminars will be conducted in English. Each seminar will be facilitated by a team of 4 judicial trainers, with one national trainer proposed by each hosting partner. The seminars will enable participants to gain practical insights for implementing e-CODEX in their daily work processes. Practical exercises will be conducted in workshops with participants divided into core groups, based on real case scenarios prepared by the trainers. Best practices for using e-CODEX will be shared, including tips for navigating language challenges, and ensuring compliance with legal terminology requirements. Participants will have the opportunity to discuss topics like recent developments in the application of the two Recast Regulations, the preliminary ruling procedure in relation to judicial cooperation in civil matters, risks and safeguards related to EU data protection standards when using e-tools. Throughout the seminar series, dedicated Q&A sessions will provide participants with the opportunity to seek clarification on specific topics and share insights with their peers. The interactive format will encourage collaboration and networking opportunities with peers, while fostering a supportive learning environment.

A **Final conference** will be organised in Bucharest in English, over a period of 1,5 days, in October 2026. The Final conference will be run by a team of **8** trainers and will be livestreamed and video recorded.

The conference will build on discussions and best practices identified during the training activities and will provide a platform for sharing national experiences after the first year of e-CODEX implementation. The conference will also serve as a communication and dissemination event for the project results and will be conducted in

English, live-streamed, and video recorded. The conference will be facilitated by 8 judicial trainers.

From November 2025 to September 2026, teams of **2 trainers** will develop **six reflective podcasts** in video format of 15-20 minutes each.

Six reflective training podcasts will highlighting practical takeaways from the seminars and providing a platform for reflection, discussion, and further exploration of the topics covered within the seminars.

The webinars and the seminars will be conducted in English, with a linguistic training module being provided in each introductory webinar to ensure accessibility and inclusivity. The module has a tailored content that focuses on legal specific terminology commonly used in the EU judicial cooperation. Each podcast will be developed in English (with English subtitles) for inclusivity and accessibility purposes and translated (subtitled) in the languages of at least 2 project partners.

4. Specific tasks of the trainers

Each seminar will be run by a team comprised of **4 trainers** and each e-learning tool (tutorial, reflective podcast and introductory webinar) will be run by a team of **2 trainers**.

The trainers will be required to fulfil the following obligations:

- Attend a meeting of the multinational team of trainers, subject to reimbursement;
- Collaborate within the team of trainers in planning & conducting training activities (e.g., introduction, objectives, activity formats, etc.), as well as drafting the agenda and the supporting materials for the introductory webinars, transnational and cross-professional seminars, debates/presentations, tutorials, and reflective podcasts;
- Attend half-day online meetings to refine the concept of three video tutorials and the concept of podcasts;
- When preparing training materials (e.g., seminar agenda, course materials, final conference agenda etc.), use the official templates provided by the WP/activity coordinator, which include the visibility elements of the financing mechanism;
- Deliver practical presentations according to the established agenda, considering the participants' profile (judges and court clerks) for six introductory webinars and six transnational and cross-professional seminars and a final conference;
- Develop digital content for tutorials and reflective podcasts;
- Maintain regular contact with the NIM WP/activity coordinator regarding all matters related to the proper organization of the training activities;
- Complete and submit the supporting payment documents in accordance with the provisions of the remuneration contract.

The rights and obligations of the parties will be outlined in the contract to be concluded following this selection procedure.

The planning and allocation of trainers for all webinars, seminars, final conference and e-tools development will be finalized at the trainers' meeting, depending on the results of the selection procedure.

The trainer fee amounts indicated in the attached contract template represents maximum values. The final amounts will be determined individually, based on the specific activities performed and each candidate's preferences regarding the types of activities they wish to undertake. Trainers may choose to

participate in all project activities or limit their involvement to certain types, such as seminar moderation, or the development and moderation of tutorials, podcasts, or webinars.

The selection of trainers will be decided by a selection committee appointed by the NIM.

I. The selection committee will assess the admissibility of all submitted applications, by the following requirements:

- a) compliance with the deadline for the submission of applications;
- b) compliance with the required documentation, i.e.:
 - a letter of intent;
 - a curriculum vitae.
- c) specific qualification requirements:
 - minimum 6 years of experience as a judge, or minimum 6 years of experience as a specialist in the specific field of expertise;
 - other supporting documents where appropriate: certifications, references/ letters of recommendation, any other documents that can support the candidate's claims towards meeting the qualification requirements.

Failure to comply with the above listed requirements will result in the inadmissibility of the application.

Throughout the assessment stage, the selection committee reserves the right to request additional documents to ensure that the applications are admissible and that the candidates fulfil all the required conditions.

II. Following the admissibility assessment, the selection committee will apply the following uniform selection criteria:

- 1. professional experience in the required field of expertise;
- 2. number of participations as a trainer in similar national or international projects organised in the field of expertise;
- 3. high proficiency in English according to the corresponding documents.

Each of the above criteria will be graded 1 to 10 for all admissible candidates by each member of the selection committee.

Only candidates who achieve a **minimum average score of 8 points (out of 10)** will be considered for selection, ranked according to the scores awarded and within the available vacancies specified in the selection notice. **Trainers will be selected in descending order of the arithmetic mean of the total marks awarded by each member of the selection committee for each applicant. Candidates who achieved the minimum score of 8 points (out of 10) but cannot be selected due to insufficient vacancies will be placed on a reserve list.**

Note: In the case of equal scores, for candidates who have previously collaborated with the NIM and/or the hosting partner (CGPJ, NIJ and CEJ) in training activities, the selection committee will take into account the assessment obtained in the last 3 years.

5. Intellectual property rights:

The ownership of all materials and documents produced in the context of the implementation of the pre-defined project, including paper or electronic format, as well as of any results foreseen under the financing contract shall remain the exclusive

property of the project promoter. Are subject to ownership including but not limited to copyright and/or any other intellectual property rights obtained in the implementation or following the implementation of the pre-defined project.

6. Final provisions and contact details

The processing of personal data is carried out for the purpose of the present selection procedure, including publication on the websites of the National Institute of Magistracy and Project Partners.

The collection and processing of the requested personal data will be carried out in compliance with the applicable data protection legislation and the free movement of such data.

For the purpose of participating in the procedure, the interested parties will submit an application including a letter of motivation, a curriculum vitae and any other relevant **documents in electronic format at tudor.grigoroaia@inm-lex.ro by the 13th of May 2025 the latest.**

Annex – template of the contract

CONTRACT FOR REMUNERATION OF ACTIVITY	CONTRACT DE REMUNERARE A ACTIVITĂȚII
No.	Nr.
Between: THE NATIONAL INSTITUTE OF MAGISTRACY (hereinafter NIM) – headquartered in Bucharest, 53 Regina Elisabeta Blvd., fiscal code 4364233, phone +4021.40.76.203, e-mail office@inm-lex.ro , represented by judge Amelia ONIȘOR , as Project Manager; and	Încheiat între: INSTITUTUL NAȚIONAL AL MAGISTRATURII (în continuare INM) – cu sediul în București, Bd. Regina Elisabeta nr. 53, cod fiscal 4364233, tel. +4021.40.76.203, e-mail office@inm-lex.ro , reprezentat prin judecător Amelia ONIȘOR , ca Manager de Proiect; și
..... [insert complete name, surname] (hereinafter the Trainer), with domicile at [introduceți prenume, nume complete] (în continuare Formatorul), cu domiciliul în
Phone: Email: [insert the required information].	Telefon: Email: [introduceți informațiile solicitate].
WHEREAS: On 23 rd of October 2024 the Grant Agreement for the Project 101189956– CiviLink (hereinafter the "Project") was signed between the European Union, represented by the European Commission, as granting authority, and NIM, as Coordinator of the Project;	AVÂND ÎN VEDERE: La data de 23 octombrie 2024 a fost semnat Acordul de Grant pentru Proiectul 101189956– CiviLink (în continuare "Proiectul") între Uniunea Europeană, reprezentată de Comisia Europeană, ca autoritate finanțatoare, și INM, în calitate de Coordonator al Proiectului;
THE PARTIES AGREE AS FOLLOWS:	PĂRȚILE STABILESC URMĂTOARELE:
ARTICLE 1 – OBJECT OF CONTRACT	ARTICOLUL 1 – OBIECTUL CONTRACTULUI
1. The Trainer shall perform the activities provided under this Contract, namely participating as trainer in the preliminary meeting of trainers/ webinars/ seminars/ final conference/ producing of the e-learning resources (podcasts, tutorials) that shall be organised/ developed for the Project implementation.	1. Formatorul va desfășura activitățile conform prezentului Contract, și anume va participa în calitate de formator în cadrul: întâlnirii preliminare a formatorilor/ seminarelor/ webinarelor/ conferința finală/ la realizarea mijloacelor de tip e-learning (podcasturi, tutoriale) ce vor fi organizate/ dezvoltate în implementarea Proiectului.
2. The webinars, seminars and the final conference will be organised according to the project schedule of the Project.	2. Seminarele, webinarile și / conferința finală vor fi organizate conform calendarului stabilit la nivelul Proiectului.
3. The specific roles of each trainer will be established during the preliminary trainers'	3. Rolurile specifice ale fiecărui formator în parte vor fi stabilite în cadrul întâlnirii preliminare a

meeting (estimated date: June 2025) and, if necessary, during subsequent meetings.

ARTICLE 2 – DURATION OF THE CONTRACT

The Contract will become effective as from the date of the last signature and shall remain in force until all the activities and obligations are completed by all Parties, but no later than the termination date of the Grant Agreement for the implementation of the Project.

ARTICLE 3 – TRAINER`S REMUNARATION

1. For the work rendered pursuant to this Contract, NIM shall pay:

- i. **A fee - for the preliminary meeting (planning and participation) - the amount will not exceed 344.66 EUR/working day x 1 working day (a working day represents 8 hours, planning and participation);**
- ii. **A fee for the moderation of the seminars/final conference - the amount will not exceed 387.79 EUR/working day x 2 days = 775.58 EUR (a working day represents 12 hours, planning and participation, in compliance with the Romanian legislation, for the seminars and final conference, the actual hours worked are multiplied and will be differently for the same amount of physical time worked for the other activities such tutorials, webinars and podcasts);**
- iii. **A fee for the preliminary meeting for the development of the tutorials – the amount will not exceed 172.35 EUR for 4 working hours;**
- iv. **A fee for the development of the tutorials – the amount will not exceed 344.66 EUR/working day x 3 days = 1,033.98 EUR;**
- v. **A fee for the development of the podcasts – the amount will not exceed 344.66 EUR/working day x 5 days = 1,723.30 EUR;**
- vi. **A fee for the moderation of the podcast – the amount will not exceed 172.35 EUR for 4 working hours;**
- vii. **A fee for development and moderate webinars – the amount will not exceed 258.49 EUR for 6 working hours.**

These are gross amounts, that includes the taxes and the contributions provided by the

formatorilor (dată estimată: iunie 2025) și, dacă este cazul, în cadrul unor întâlniri ulterioare.

ARTICOLUL 2 – DURATA CONTRACTULUI

Contractul va intra în vigoare la data semnării de către ultima parte și va fi valabil până la data finalizării tuturor activităților care fac obiectul acestuia, dar nu mai târziu de data la care încetează Acordul de Grant aferent Proiectului.

ARTICOLUL 3 – REMUNERAȚIA FORMATORULUI

1. Pentru activitatea desfășurată în cadrul Contractului, INM va plăti:

- i. **O sumă pentru participarea la întâlnirea preliminară a echipei de formatori (pregătire și participare) – suma maximă nu va depăși 344.66 EUR/zi de activitate x 1 zi de activitate (o zi de activitatea reprezintă 8 ore de planificare și participare);**
- ii. **O sumă pentru moderare seminare/conferință finală - suma maximă nu va depăși 387.792 EUR/zi de activitate x 2 zile = 775.58 EUR (o zi de activitatea reprezintă 12 ore de planificare și participare, în conformitate cu legislația română, pentru seminare și conferința finală, timpul fizic efectiv lucrat este multiplicat și va fi diferit pentru același de timp fizic lucrat în cazul altor activități, cum sunt tutorialele, webinarile și podcasturile);**
- iii. **O zi pentru participare la întâlnirea preliminară pentru dezvoltarea de tutoriale – suma maximă nu va depăși 172.35 EUR pentru 4 ore de activitate;**
- iv. **O sumă pentru dezvoltarea de tutoriale – suma maximă nu va depăși 344.66 EUR/zi de activitate x 3 zile de activitate = 1,033.98 EUR;**
- v. **O sumă pentru dezvoltarea podcasturi – suma maximă nu va depăși 344.66 EUR/zile de activitate x 5 zile = 1,723.30 EUR;**
- vi. **O sumă pentru moderarea podcasturilor – suma maximă nu va depăși 172.35 EUR pentru 4 ore de activitate;**
- vii. **O sumă pentru dezvoltarea și moderarea de webinar – suma maximă nu va depăși 258.49 EUR pentru 6 ore de activitate.**

law. The Trainer shall be transferred a net amount, after withholding all the taxes and the contributions from the gross fee, as the case may be.

viii. **The reimbursement of travel, accommodation and subsistence expenses**, as follows:

- International travel – the amount will not exceed 300 EURO
- Accommodation expenses – the amount will not exceed 109 EURO
- Subsistence – the amount will not exceed 62 EURO for the Meeting of the multinational team of trainers in Bucharest
- Dinner expenses (for seminars in Lisbon, Sofia and Barcelona) – the amount will not exceed 20 EURO.

2. For the purpose of avoiding the double taxation, the non-resident Trainer will provide NIM a certificate of tax residence issued by a competent fiscal authority in the residing country for the year within which the payment of the amount mentioned above at pt. 1, ltr. i shall be transferred. In case such a document is not provided by the Trainer, the Romanian provisions of the Romanian Fiscal Code (Law no. 227/2015) shall apply.
3. NIM shall pay the Trainer the fee(s) due to the activities actually rendered - the participation in the preliminary meeting of trainers and/ or the participation at the professional training activities, respectively research activities, developing materials for webinar/seminar/final conference presentations and moderating discussions, according to activity report to be drafted by the Trainer and endorsed by the NIM responsible.
4. NIM shall reimburse the Trainer for the expenses with international transport, accommodation and subsistence/dinner, according to the payment conditions laid down herein after the completion of all activities.

ARTICLE 4 – OBLIGATIONS OF PARTIES

I. Obligations of the Trainer

The Trainer shall undertake the following obligations:

1. To attend the preliminary meeting of the multinational team of trainers, in order to discuss all the organisational and substantive matters that will be established for the proper performance of the training activities. The meeting will be organised in hybrid format in Bucharest.

Acestea sunt sume brute, ce includ impozitele și contribuțiile prevăzute de lege.

Formatorului îi va fi virată suma netă, rămasă după reținerea impozitelor și a contribuțiilor din suma brută, dacă va fi cazul.

viii. **Decontarea cheltuielilor de transport, cazare și subzistență**, după cum urmează:

- Transport internațional – în cuantum maxim de 300 EURO
- Cheltuielile de cazare – în cuantum maxim de 109 EURO sumă pentru subzistență – în cuantum maxim de 62 EURO pentru Întâlnirea echipei multinaționale a formatorilor din București.
- Cheltuielile pentru cină (pentru seminarele din Lisabona, Sofia și Barcelona) – în cuantum maxim de 20 EURO.

2. Pentru evitarea dublei impunerii, Formatorul nerezident va pune la dispoziția INM un certificat de rezidență fiscală, emis de o autoritate competentă fiscală din țara de rezidență, pentru anul în care se face plata sumei menționate mai sus la pct. 1, lit. i. În cazul în care Formatorul nu pune la dispoziție un astfel de document, se vor aplica prevederile Codului Fiscal român (Legea nr. 227/2015).
3. INM va plăti Formatorului sumele reprezentând onorariile convenite prin raportare la activitățile efectiv derulate - participarea la întâlnirea preliminară a formatorilor și/ sau la activitatea de formare profesională, respectiv la activitățile de documentare, redactare materiale pentru webinar/ seminar/ conferință finală, susținerea de prezentări și moderare a dezbaterilor, în conformitate cu raportul de activitate ce va fi elaborat de către Trainer și avizat de către responsabilul cu implementarea activității din cadrul INM.
4. INM va rambursa Trainerului sumele reprezentând cheltuielile cu transportul, cazarea și cele de subzistență/cină, conform condițiilor de plată descrise în cuprinsul prezentului Contract, la finalizarea tuturor activităților.

ARTICOLUL 4 – OBLIGAȚIILE PĂRȚILOR

I. Obligațiile Formatorului

Formatorul va îndeplini următoarele obligații:

1. Va participa la întâlnirea preliminară a echipei multinaționale de formatori, în vederea discutării tuturor aspectelor organizatorice și

<p>2. To collaborate with the other trainers selected in the Project for developing the content of the learning materials, agenda of webinars/ seminars/final conference and/or other documents in line with the objectives of the Project and NIM's standards on vocational training. The content will be customised considering the profile of the participants and will focus on practical aspects, taking into account: the legal framework and functionalities of e-CODEX and the specific language terminology in judicial cooperation in civil matters, recent developments in the application of Regulations (EU) 2020/1783 and 2020/1784, the use of e-CODEX in daily practice, EU data protection standards in relation to the use of digital cooperation tools.</p> <p>3. If the case, depending on the specific role assigned according to Art. 1.3 above, to attend other meeting of trainers to refine the concept of the three short video tutorials, as described above.</p> <p>4. If the case, depending on the specific role assigned according to Art. 1.3 above, to participate in the development of three short video tutorials of 6-10 minutes each, on the functionalities and features of e-CODEX in connection with the application of the two recast regulations and data protection standards applicable when using e-CODEX. The tutorials will entail practical demonstrations on how to access and navigate through e-CODEX, addressing also safety and data confidentiality issues. Each tutorial will be developed in English.</p> <p>5. If the case, depending on the specific role assigned according to Art. 1.3 above, to participate in the development of six reflective training podcasts of 15-20 minutes each, in video format, highlighting practical takeaways from the seminars/ webinars. Each podcast will be developed in English.</p> <p>6. To send the supporting documentation prepared for the activity to the person responsible for implementing activities within NIM (hereinafter referred to as <i>NIM responsible</i>) via email, at least 10 days before the date of the webinar/seminar/final conference, so that it can be distributed to the participants. The supporting documentation shall be prepared in compliance with the Project's visibility requirements. The training/course materials shall be used in the predefined format both during the professional training activities and afterwards, in</p>	<p>de fond care vor fi stabilite pentru buna derulare a activităților de formare profesională. Întâlnirea va avea loc în format hibrid în București.</p> <p>2. Va colabora cu ceilalți formatori selectați în cadrul Proiectului, în vederea elaborării materialelor de curs, agendei webinarului/ seminarului/ conferinței finale și/ sau a altor documente, în conformitate cu obiectivele Proiectului și cu standardele INM privind formarea profesională. Conținutul acestor materiale va avea în vedere profilul participanților, accentul urmând a fi pus pe aspectele concrete de practică, luând în considerare: cadrul legal și funcționalitățile e-CODEX și terminologia specifică cooperării judiciare în materie civilă, evoluțiile recente în aplicarea Regulamentului (UE) 2020/1783 și 2020/1784, utilizarea e-CODEX în practica zilnică, standardele EU privind protecția datelor în legătură cu utilizarea instrumentelor de cooperare digitală.</p> <p>3. Dacă este cazul, în funcție de rolul specific stabilit conform Art. 1.3 de mai sus, va participa la alte întâlniri ale formatorilor pentru optimizarea conceptului celor trei tutoriale video scurte, astfel cum este descris mai jos.</p> <p>4. Dacă este cazul, în funcție de rolul specific stabilit conform Art. 1.3 de mai sus, va participa la realizarea a trei tutoriale video scurte de 6-10 minute fiecare, cu privire la funcționalitățile și caracteristicile e-CODEX în legătură cu aplicarea celor două regulamente revizuite și standardele aplicabile privind protecția datelor în utilizarea e-CODEX. Tutorialele vor conține demonstrații practice privind modul de acces și navigare prin e-CODEX, ținându-se cont de aspectele de siguranță și confidențialitate. Fiecare tutorial va fi realizat în limba engleză.</p> <p>5. Dacă este cazul, în funcție de rolul specific stabilit conform Art. 1.3 de mai sus, va participa la realizarea a șase podcasturi de formare reflectivă a câte 15–20-minute fiecare, în format video, cu accent pe concluziile practice ale seminarelor/ webinarelor. Fiecare podcast va fi realizat în limba engleză.</p> <p>6. Va transmite responsabilului cu implementarea activităților din cadrul INM (în continuare <i>responsabilul INM</i>) prin e-mail, documentația suport elaborată pentru activitatea la care participă, cu cel puțin 10 zile înainte de data desfășurării webinar-ului/ seminarului/ conferinței finale, pentru a fi distribuită participanților. Documentația suport urmează a fi elaborată respectând cerințele de vizibilitate ale Proiectului. Materialele de</p>
---	--

<p>accordance with the contractual provisions regarding copyright.</p> <p>7. To participate in person or through remote communication means throughout the entire day/ days of the webinar/ seminar/final conference, as scheduled, to moderate the training activity and give presentations, according to the distribution of tasks previously agreed by the team of Trainers and the NIM responsible.</p> <p>8. If, for objective and duly justified reasons, the Trainer is unable to attend the training activity or is no longer able to give presentations in accordance with the agreed agenda, the Trainer shall inform the NIM responsible about the unavailability no later than 10 days prior to the actual date of the activity or immediately upon occurrence of such an impediment. Information may be provided by any means of written communication, with acknowledgement of receipt and shall normally be sent via e-mail.</p> <p>9. To submit the documents for payment, after the completion of each activity, in accordance with the contractual provisions laid down in the relevant section of the hereby Contract.</p> <p><i>[Points 3, 4 or 5 shall be maintained when/ if the case]</i></p> <p>II. Obligations of NIM</p> <p>NIM shall undertake the following obligations:</p> <ol style="list-style-type: none"> 1. To pay the fees related to the activities undertaken by the Trainer in accordance with the Contract, within 30 days from the date of the registration of all documents referred in article 5 at the Economic-Financial and Administrative Directorate within the NIM, subject to the existence of the necessary funds in the NIM cash account opened with the Treasury of Sector 5. 2. To apply the Romanian provisions on income taxation only if the Trainer does not provide the certificate of (tax) residence provided by article 3, point 2 above. 3. To ensure, to the extent necessary, that the Trainer is informed of his/ her obligations under the Contract, the attendance and the tasks related to the training activity, the various documents and annexes to the Contract and the budgetary ceilings concerning the payment of fees and the reimbursement of transport, accommodation and subsistence/dinner. 4. To reimburse the Trainer, within 30 days from the registration of all supporting documents, for the expenses with the transport, 	<p>formare profesională/curs vor fi folosite în formatul prestabilit, atât în cadrul activităților de formare profesională, cât și ulterior, cu respectarea prevederilor contractuale referitoare la drepturile de autor.</p> <p>7. Va participa efectiv sau prin mijloace de comunicare la distanță pe întreaga durată a zilei sau zilelor de webinar/ seminar/ conferință finală pentru care a fost planificat, să modereze activitatea de formare profesională și să susțină prezentări conform agendei agreeate cu responsabilul INM.</p> <p>8. În cazul în care, din motive obiective, temeinic justificate, Formatorul nu poate participa la activitatea de formare profesională ce face obiectul contractului sau nu mai poate să susțină prezentări conform agendei agreeate, îl va anunța pe responsabilul INM cu privire la imposibilitatea participării cu cel puțin 10 zile înaintea începerii activității sau de îndată ce a intervenit motivul care a determinat această situație. Informarea se poate realiza prin orice mijloace de comunicare scrisă cu confirmare de primire, fiind transmisă, de regulă, prin email.</p> <p>9. Să transmită documentele de plată, după finalizarea fiecărei activități, conform prevederilor contractuale din secțiunea relevantă a prezentului Contract.</p> <p><i>[Pct. 3, 4 sau 5 se mențin când/ dacă este cazul]</i></p> <p>II. Obligațiile INM</p> <p>INM va îndeplini următoarele obligații:</p> <ol style="list-style-type: none"> 1. Va plăti sumele aferente activităților desfășurate de Formator conform Contractului, în termen de 30 de zile de la data înregistrării tuturor documentelor menționate la articolul 5 la Direcția economico - financiară și administrativă din cadrul INM, sub rezerva existenței fondurilor necesare în contul de disponibil al INM deschis la Trezoreria Sectorului 5. 2. Va aplica prevederile legale în vigoare în România referitoare la impozitarea veniturilor, numai în cazul în care Trainerul nu pune la dispoziție certificatul de rezidență fiscală prevăzut la articolul 3, punctul 2 de mai sus. 3. Va asigura, în măsura în care este necesar, informarea Formatorului cu privire la obligațiile pe care le are decurgând din Contract, referitoare la prezența și atribuțiile în cadrul activității de formare profesională, a diferitelor documente și anexe ale Contractului, precum și cu privire la limitele maxime prevăzute în bugetul proiectului pentru plata onorariilor și
---	--

accommodation and subsistence/dinner, according to the payment conditions provided under the Contract, after the completion of each activity.

ARTICLE 5 — PAYMENT CONDITIONS

1. Payment shall be made in accordance with the rules and on the basis of the documents referred to in this article, in accordance with the services actually rendered by the Trainer.
2. Within maximum 10 days after the completion of the training activity/ preliminary meeting, the Trainer shall submit the following payment documents to the NIM responsible, as follows:
 - i. A request for payment – Annex 1 to the Contract;
 - ii. An activity report – Annex 2 to the Contract;
 - iii. A request for the reimbursement of transport, accommodation and subsistence/dinner – Annex 3 to the Contract.
3. The request for the reimbursement of transport, accommodation and subsistence/dinner must be supported by the following documents:
 - For air travel: invoice (also in electronic format) and proof of payment in original form (bank statement/transaction – electronic format or original payment document, as applicable), accompanied by airplane tickets and boarding passes;
 - For travel by car: fiscal receipt issued by the authorized seller, including the date and the price per litre;
 - For accommodation: invoice (also in electronic format) and proof of payment in original form (bank statement/transaction – electronic format or original payment document, as applicable)
4. Detailed information on regulations and supporting documents for the reimbursement of the transport, accommodation and subsistence/dinner expenses shall be made available prior to the actual expenditure, by the NIM responsible.
5. If attending several training activities, the Trainer shall submit the supporting documents and annexes provided in the hereby article for each activity, observing the deadlines.
6. Payment and/ or reimbursement will be made in accordance with the following financial data:

Account holder:

Bank:

IBAN:

decontarea cheltuielilor de transport, cazare și subzistență/cină

4. Va rambursa Formatorului, în termen de 30 de zile de la înregistrarea documentelor justificative, pentru cheltuielile cu transportul, cazare și subzistență/cină, în conformitate cu condițiile de plată stipulate în prezentul Contract, după finalizarea fiecărei activități.

ARTICOLUL 5 – CONDIȚII DE PLATĂ

1. Plata se va face în conformitate cu regulile și pe baza documentelor la care se face referire în acest articol, în conformitate cu prestarea efectivă a activităților de către Formator.
2. În termen de maximum 10 zile de la finalizarea activității de formare/ întâlnirii preliminare, Formatorul va transmite documentația de plată responsabilului INM, după cum urmează:
 - i. O solicitare de plată – Anexa 1 la Contract;
 - ii. Un raport de activitate – Anexa 2 la Contract;
 - iii. O cerere pentru decontarea cheltuielilor de transport, cazare și subzistență/cină.
3. Cererea pentru decontarea cheltuielilor de transport, cazare și subzistență/cină trebuie să fie însoțită de următoarele documente:
 - Pentru deplasarea cu avionul: factura (valabilă inclusiv în format electronic) și dovada plății în original (extras de cont/tranzacție – format electronic sau document de plată în original, după caz), însoțită de bilete avion și tichete de îmbarcare;
 - Pentru deplasarea cu autoturismul: bonul fiscal de combustibil, emis la o stație de carburant autorizată care să cuprindă data, prețul/litru carburant;
 - Pentru cazare: factura de cazare (valabilă inclusiv în format electronic) și dovada plății în original (extras de cont/tranzacție – format electronic sau document de plată în original, după caz).
4. Informații detaliate privind regulile de decontare și a documentelor suport pentru decontarea cheltuielilor de transport, cazare și subzistență/cină vor fi transmise de către responsabilul INM anterior efectuării plăților de către Trainer.
5. În cazul în care Trainerul participă la mai multe activități de formare, documentele justificative prevăzute în acest articol urmează a fi transmise pentru fiecare activitate în parte, cu respectarea termenelor limită.
6. Plățile/ decontările se vor face în conformitate cu următoarele date financiare:

Titular cont:

Social security number/ Personal identity code:
[insert the required information]

ARTICLE 6 – INTELLECTUAL PROPERTY RIGHTS

1. Any documents, reports, deliverables, materials and/ or any other results, in hard copy/ electronic format or otherwise, prepared by the Trainer under this Contract shall belong to and remain the property of the INM.
2. Are subject to property rights including, but not limited to, copyrights and/ or any other intellectual property rights obtained in the execution of or as a result of the execution of this Contract.
3. Pre-existing copyright and/or intellectual property rights at the time of conclusion of this Contract shall not be subject to the provisions of paragraph (1) provided that they are not included in this Contract.

ARTICLE 7 – INCOMPATIBILITIES

1. The Trainer declares not to be in a situation that would cause incompatibility with fulfilling the obligations under this Contract.
2. If, after signing the Contract, the Trainer finds out about a situation that causes incompatibility with fulfilling the assumed obligations, the Trainer's obligation is to immediately notify INM to arrange a replacement.

ARTICLE 8 – TERMINATION OF CONTRACT

This Contract shall terminate its legal effects upon the deadline set forth or if one of the Parties fails to fulfil its obligations under this Contract. The Contract may also be terminated by mutual agreement.

ARTICLE 9 – AMENDMENTS

Parties have the right to modify the terms of the Contract by mutual agreement, by signing an addendum. No amendment of this Contract shall be considered as having been made unless executed in writing and duly signed by the Parties.

Banca:
IBAN:
CNP:.....
[introduceți informațiile solicitate]

ARTICOLUL 6 – DREPTURILE DE PROPRIETATE INTELECTUALĂ

1. Dreptul de proprietate asupra tuturor documentelor, rapoartelor, livrabililor, a altor materiale și a oricăror rezultate în format fizic/ electronic elaborate de Formator în executarea Contractului sunt și rămân proprietatea exclusivă a INM.
2. Fac obiectul dreptului de proprietate inclusiv, dar fără a se limita la, drepturi de autor și/sau orice alte drepturi de proprietate intelectuală obținute în executarea sau ca urmare a executării prezentului Contract.
3. Drepturile de autor și/sau de proprietate intelectuală preexistente la data încheierii prezentului Contract nu fac obiectul prevederilor alin. (1), cu condiția ca acestea să nu fie incluse în cadrul prezentului Contract.

ARTICOLUL 7 – INCOMPATIBILITĂȚI

1. Formatorul declară că nu se află într-o situație care să îl facă incompatibil cu îndeplinirea obligațiilor asumate prin prezentul Contract.
2. Dacă, după încheierea Contractului, Formatorul constată că se află într-o situație care să îl facă incompatibil cu îndeplinirea obligațiilor asumate, acesta are obligația de a anunța INM de îndată, în vederea înlocuirii sale.

ARTICOLUL 8 – ÎNCETAREA CONTRACTULUI

Prezentul Contract își încetează efectele de drept la termenul stabilit sau în cazul în care una din părți nu își îndeplinește obligațiile prevăzute în Contract. De asemenea, Contractul poate înceta prin acordul părților.

ARTICOLUL 9 – AMENDAMENTE

Părțile contractante au dreptul de a conveni modificarea clauzelor contractuale, de comun acord, prin act adițional. Nicio modificare a Contractului nu va fi valabilă fără ca aceasta să fie făcută în scris și semnată corespunzător de Părți.

ARTICLE 10 – PENALTIES, DAMAGES

1. In the event of the full or partial non-fulfilment of obligations undertaken by the Trainer under this Contract, NIM shall have the right to refuse the payment of the fee, of the subsistence /dinner and of all the reimbursements of the expenses undertaken by the Trainer and claim damages.
2. Failure in performance under this Contract by one of the parties shall entitle the injured party to request the termination of the contract without formal notice of default and without any other further formalities.

ARTICLE 11 – FORCE MAJEURE

1. Force majeure exempts the Contracting Parties from fulfilling their obligations under this Contract for the duration of their action.
2. The execution of the Contract shall be suspended during the period of the action of force majeure, without prejudice to the rights conferred upon them until it is established.
3. The Contracting Party that invokes force majeure has an obligation to notify the other, immediately and in a complete manner, of its occurrence and to take all measures at its disposal to limit the consequences.
4. If force majeure acts or is expected to act for more than 3 months, each Party shall be entitled to notify the other Party of termination of this Contract, without any of the Parties being able to claim the other damages.

ARTICLE 12 – DISPUTE RESOLUTION

1. If the parties cannot amicably settle any dispute regarding the signing, execution and termination of the hereby Contract, the competent court, according to the applicable legal provisions shall be referred to.
2. In the event of a breach of the obligations laid down in this Contract, the Parties shall be liable in accordance with the provisions of the Romanian civil law.

ARTICLE 13 – LAW APPLICABLE TO THE CONTRACT

The Contract shall be governed and interpreted by the laws in effect in Romania.

Concluded in the bilingual version, in Romanian and English. In case of

ARTICOLUL 10 – PENALITĂȚI, DAUNE-INTERESE

1. În cazul neîndeplinirii integrale sau parțiale a sarcinilor care revin Formatorului, precum și a nerespectării oricăror angajamente asumate conform prezentului Contract, INM are dreptul să refuze plata onorariului, a subzistenței/cinei, să nu deconteze nicio cheltuială efectuată de formator și de a pretinde daune interese.
2. Nerespectarea obligațiilor asumate prin prezentul Contract de către una dintre părți dă dreptul părții lezate de a cere rezilierea Contractului, fără punere în întârziere și fără nicio altă formalitate.

ARTICOLUL 11 – FORȚA MAJORĂ

1. Forța majoră exonerează părțile contractante de îndeplinirea obligațiilor asumate prin prezentul Contract, pe toată perioada în care aceasta acționează.
2. Îndeplinirea contractului va fi suspendată în perioada de acțiune a forței majore, dar fără a prejudicia drepturile ce li se cuveneau până la apariția acesteia.
3. Partea contractantă care invocă forța majoră are obligația de a notifica celeilalte părți, imediat și în mod complet, producerea acesteia și de a lua toate măsurile care îi stau la dispoziție în vederea limitării consecințelor.
4. Dacă forța majoră acționează sau se estimează că va acționa o perioadă mai mare de 3 luni, fiecare parte va avea dreptul să notifice celeilalte părți încetarea de plin drept a prezentului Contract, fără ca vreuna dintre părți să poată pretinde celeilalte daune-interese.

ARTICOLUL 12 – SOLUȚIONAREA LITIGIILOR

1. În cazul în care părțile nu pot soluționa pe cale amiabilă neînțelegerile privind încheierea, executarea și desființarea prezentului contract se va pronunța instanța competentă potrivit dispozițiilor legale incidente.
2. În cazul încălcării obligațiilor stabilite prin prezentul Contract, părțile vor răspunde conform dispozițiilor legii civile din România.

ARTICOLUL 13 – LEGEA APLICABILĂ CONTRACTULUI

Contractul va fi guvernat și interpretat conform legislației române.

discrepancies in the interpretation of this Contract, the Romanian version shall prevail.

This Contract is signed today,
_____ *[insert date]* in two
original counterparts, one for each party.

Încheiat în variantă bilingvă, română și
engleză. În caz de discrepanțe în
interpretarea prezentului document,
versiunea în limba română va prevala.

Prezentul Contract a fost încheiat astăzi,
_____ *[introduceți data]*, în
două exemplare originale, câte unul pentru
fiecare parte.

ANNEX 1 to the Contract no.
To the National Institute of Magistracy

I confirm the compliance with the obligation of the trainer according to the Contract,
NIM Coordinator of WP

Request for payment

Considering the cooperation of the undersigned in the Project 101189956 - CiviLink: Connecting Borders through e-CODEX Judicial Training, funded by the European Commission through JUST-TRA 2024, for the activity *T2.2/T2.3/T2.4/T3.2/T3.3/T3.4/T3.5/ T3.6/T3.7/T3.8/T4.2*, naming, realised under the *Work Package 2/ Work Package 3/ Work Package 4*, in the period

I hereby request the payment of the following amounts:

Type	Unit, amount	Unit	Total
Fee	344.66 EUR/working day x 1 working day (planning and participation at the preliminary meeting) 387.79 EUR/working day x 2 days = 775.58 EUR (participation as trainer at the 1,5-day seminar) 172.35 EUR for 4 working hours (participation at the preliminary meeting of trainers for the development of the tutorials) 344.66 EUR/working day x 3 days = 1,033.98 EUR (development of the tutorials) 344.66 EUR/working day x 5 days = 1,723.30 EUR (development of the podcasts) 172.35 EUR for 4 working hours (moderation of the podcasts) 258.49 EUR for 6 working hours (development and moderate webinars)		

Reimbursement will be made in accordance with the following financial details:

Account Holder:

Bank:

IBAN:

Personal Identification Number:

For any additional information, I can be contacted at

..... (phone, e-mail).

Name and Surname of the trainer:

Signature

ANNEX 2 the Contract no.
To the National Institute of Magistracy

Activity Report

Project: CiviLink: CiviLink: Connecting Borders through e-CODEX Judicial Training

Program: JUST-TRA 2024

ID Project: 101189956

Name and surname of the trainer:

Number of the contract for remuneration of activity

Name of the activity

Period of the activity

Day	Task/Work Package	Project activity /Detailed description of activities carried out	Place of performance of the activity/type of activity (online/face to face)	Hours worked
Day 1				
Day 2				
Total working hours/day				
Total amount				

I hereby declare that this document has been completed with full knowledge of the provisions of Article 326 of the Romanian Criminal Code regarding false statements.

Date:

Trainer Signature:

Approved,

Date:

Project manager NIM

Endorsed:

Date:

WP1 Project Management Coordinator

I confirm the compliance with the obligation of the trainer,
NIM Coordinator of WP

ANNEX 3 to the Contract no.
To the National Institute of Magistracy

EXPENSES CLAIM FORM

Project "101189956 - CiviLink: Connecting Borders through e-CODEX Judicial Training", financed by the European Union, throughout the JUST – 2024 – JTRA Program

**Work Package 2/ Work Package 3/ Work Package 4
T2.2/T2.3/T2.4/T3.2/T3.3/T3.4/T3.5/T3.6/T3.7/T3.8/T4.2**

Eligible Expense Category: C – Purchase costs

Eligible Expense Sub-Category: C1 Travel and subsistence per travel or day

To

Economic-Financial and Administrative Directorate

National Institute of Magistracy

Address: Bucharest, Regina Elisabeta, no. 53, sector 5

I, the undersigned,, position:
participant at the:, held in
..... on, within
the Project "101189956 - CiviLink: Connecting Borders through e-CODEX Judicial Training"
kindly request to approve the reimbursement of international transportation costs,
accommodation, and subsistence/dinner, as evidenced by the attached supporting documents.

I specify that the trip was made according to the following details:

Date and time of arrival:, hour:

Date and time of departure:, hour:

I attach to this request the following supporting documents in original form:

Type of document	No and date of the document	Amount
<input type="checkbox"/> Fiscal receipt (bon fiscal) issued by the authorized seller including INM's Fiscal Identification Code CIF 4364233 (for auto) – maximum amount 300 EURO		
<input type="checkbox"/> Airplane ticket invoice (also in electronic format), including: 1. INM's Fiscal Identification Code CIF 4364233, together with by and the expert's name as the recipient of the invoice 2. Proof of payment in original form (bank statement/transaction – electronic format or original payment document, as applicable) 3. Accompanied by airplane tickets and boarding passes Maximum amount 300 EURO		

Type of document	No and date of the document	Amount
<input type="checkbox"/> Accommodation invoice (also in electronic format), including: 1. INM's Fiscal Identification Code CIF 4364233, together with by and the expert's name as the recipient of the invoice 2. Proof of payment in original form (bank statement/transaction – electronic format or original payment document, as applicable) Maximum amount: 109 EURO/day		
<input type="checkbox"/> Subsistence / Dinner	N/A	62/20 Euro
TOTAL COSTS		

Reimbursement will be made in accordance with the following financial details:

Account Holder:
Bank:
IBAN:
Personal Identification Number:
For any additional information, I can be contacted at (phone, e-mail).

Name and Surname of the trainer:
Signature
Date

Approved by,
Project Manager
Signature
Date