



Registration number (at Applicant/ Project Promoter)/ date

**Partnership Agreement
for the implementation of the project [title]
funded under the EEA FM 2014-2021
„Environment, Climate Change Adaptation and Ecosystems” (RO-Environment)
Programme
(recommended template)**

between

[Name]
having registered office in „..... [Full address]....., VAT code....[tax ID number or other]....,
[Represented by]
hereinafter referred to as the “Project Promoter”

and

[Name] (if applicable) - Partner 1.
having registered office in „..... [Full address]....., VAT code....[tax ID number or other]....,
[Represented by]
hereinafter referred to as the “Project Partner”

[Name] (if applicable) - Partner ..n..
having registered office in „..... [Full address]....., VAT code....[tax ID number or other]....,
[Represented by]
hereinafter referred to as the “Project Partner”

hereinafter referred to individually as a “Party” and collectively as the “Parties”

have agreed as follows:

Art. 1 Scope of the Agreement

1.1 By signing this Partnership Agreement, the Parties express their association agreement for implementation of the Project.....



Art. 2 Objectives

2.1 The present Partnership Agreement (hereinafter referred to as the "Agreement") defines the rights, sets forth the terms and conditions of their cooperation, obligations of the Parties, each Party's contribution to co-financing of expenditures, as well as the responsibilities in the implementation of activities related to the Project:....., number (Project code) which is submitted under the Program "Environment, Climate Change Adaptation and Ecosystems" RO-Environment financed by the Financial Mechanism of the European Economic Area (FM – EEA) 2014 - 2021

2.2 The provisions of the financing application including its annexes are directly applicable to the present Partnership Agreement.

2.3. Any Annexes to this Agreement constitute an integral part of the Agreement. In case of inconsistencies between the Annexes and the Agreement, the latter shall prevail.

2.4. The Parties shall act in accordance with the legal framework of the EEA Financial Mechanism 2014-2021, namely with the Regulation on the implementation of the EEA Financial Mechanism 2014-2021 (hereinafter referred to as the "Regulation"). The Parties expressly acknowledge to have access to and to be familiar with the content of the Regulation, as well as the reference documents of the Program " Environment, Climate Change Adaptation and Ecosystems " RO-Environment.

Art. 3 Principles of good practice of Partnership

3.1 All Parties should contribute to the implementation of the Project and assume their role in the Project, as it is defined in the framework of the present Partnership Agreement.

3.2 Parties shall consult regularly and keep informed one another on all aspects regarding the Project development and progress.

3.3 All partners must implement the activities in compliance with the highest professional and ethics standards.

Art. 4 Entry into force and duration of the Agreement

4.1 This Agreement shall enter into force on the date of the last signature by the Parties.

4.2 The duration of the Agreement is of months and it shall remain in force until the Project Partners have discharged in full its obligations related to the Project implementation and sustainability towards the Project Promoter as defined in this Agreement.

Art. 5 Main roles and responsibilities of the Parties ~~Partners' rights and obligations~~

5.1. The Parties shall take all appropriate and necessary measures to ensure fulfilment of the obligations and objectives arising out of this Agreement.

5.2. The Parties shall carry out their respective obligations with efficiency, transparency and diligence. They shall keep each other informed about all matters of importance to the overall cooperation and the implementation of the activities to be performed. They shall act in good faith in all matters and shall, at all times, act in the interest of the Programme and the Project.



5.3. The Parties shall make available sufficient and qualified personnel, which shall carry out their work with the highest professional standard. While carrying out the assignment under this Agreement, the personnel and entities engaged by either Party shall comply with the laws of the respective countries.

6. Project Promoter's rights and obligations

6.1. The Project Promoter is entitled to ask the other Project Partners to provide any information and documentation related to the Project implementation.

6.2. The Project Promoter is responsible for the overall coordination, management and implementation of the Project in accordance with the regulatory and contractual framework specified herein. It assumes sole responsibility for the successful implementation of the Project towards the Programme Operator.

6.3. The Project Promoter undertakes to, *inter alia*:

- a) signs the financing application and the financing project contract;
- b) ensure the correct and timely implementation of the Project's activities;
- c) promptly inform the Project Partner on all circumstances that may have a negative impact on the correct and timely implementation of any of the Project's activities, and of any event that could lead to a temporary or final discontinuation or any other deviation of the Project;
- d)
- e) Consults regularly with the Partners, will inform them about the Project activities progress and will provide them progress reports copies;
- f) Convenes with the partners on the proposals for amendments that may arise during the Project implementation period before applying for amendments approval to the Programme Operator;
- g) transfers the pre-financing or reimbursement funds received in order to settle the eligible expenditures incurred by the partner/partners;
- h) Manages the Project;
- i) Observes the deadlines for Project progress reporting and expenditures settlement;
- j) If one partner does not comply with one or more of their obligations, the Project Promoter will undertake all faulting partner's responsibility to meet these obligations;
- k) In case of prejudice, the joint liability of the Project Promoter and of the faulting partner that caused the prejudice are engaged;
- l) Is responsible for achieving the objectives contained in the Project.

5.2. Partner/Partners' rights and obligations

Partner/partners' rights:

- a) Partners are entitled to have all expenditures incurred with the Project and certified as eligible reimbursed, the said reimbursements being transferred through the Project Promoter managed Project account;
- b) Partners are entitled to be regularly consulted by the Project Promoter, to be informed about the Project implementation progress and to be provided, by the Project Promoter, with copies of progress reports and financial reports;
- c) The expenditures incurred by partners are eligible in the same way as the expenditures incurred by the Project Promoter, corresponding to their respective roles in the Project.

Partners obligations:



- a) To cooperate and to support the project progress by providing expertise and human resources for the activities in their area of responsibility;
- b) To provide the Project Promoter with any information or documents relating to the project implementation and necessary to draft progress reports;
- c) To respect the deadlines for project progress reporting and settlement of expenditures as mentioned in the Project framework;
- d) To perform in carrying on the Project's objectives;
- e) To open project dedicated bank accounts, according to the legal provisions in force;
- f) To keep separate project book-keeping, using dedicated analytical accounts reflecting all operations relating to the Project implementation, according to the law;
- g) To make available to independent and legally authorized financial auditor all documents and/or information requested and to provide him/her with all conditions necessary for expenditures verification, according to the audit agreement clauses of the Project;
- h) To make available to the Programme Operator, to the Certification and Payment Authority, to the Audit Authority, and/or any other authorized body to verify the use of non-reimbursable financing, upon request and in due date, the requested documents and/or information and to provide all conditions for carrying out verifications on Project premises;
- i) To keep and store all original documents, including records, concerning the activities and the eligible expenditures in order to ensure an adequate audit trail, according European and national rules. All the documents shall be kept for at least 5 years after the official closure of the Program;
- j) In case of prejudice, the faulty partner is jointly liable with the Project leader.

Art. 6 Roles and responsibilities in project implementation

6.1 The roles and responsibilities are described in the table below and correspond to the financing application requirements – the said application representing the main document in determining these aspects of the partnership:

Entity	Roles and responsibilities in the project
	Describe the tasks and subtasks that each partner must implement, in close correlation with the information provided in the financing application and its annexes
Project Promoter	
Partner 1	
Partner 2	

Note: Describe the roles and responsibilities of each partner during project implementation.

6.2 Activities that will be implemented by the partners are presented in the table below.

Entity	Activities that will be implemented	Amount	% from total value of the project
Project Promoter			
Partner 1			
Partner 2			
TOTAL	X		



6.3 Partners will implement the Project according to the methodology, terms and other specifications set out in the financing application.

Art.7 Financial commitments between Partners

7.1 For the activities carried out according to the provisions of article 5, the Partners will engage the following amounts, representing the costs incurred by them for the Project implementation, as follows:

Partner 1..... RON, VAT excepted

Partner 2..... RON, VAT excepted

7.2 The expenditures incurred by the Partners will be reimbursed by the Programme Operator to the Project Promoter, based on the presented justifying documents, in the percentages and under the conditions laid down in the Financing Agreement. The Project Promoter will transfer to the Partners the proportion of the expenditure incurred by them, based on submitted justifying documents.

7.3 Partner’s personnel costs are represented by the wages related costs, as set out in the Applicant's Guide. The costs incurred by the Partners are eligible in the same way as the costs incurred by the Project Promoter, and corresponding to their respective roles in the Project.

7.4 Project promoters and Partners may include indirect costs in the project budget.

Indirect costs are all eligible costs that cannot be identified by the Project Promoters and / or the Project Partners as being directly attributed to the project, but which can be identified and justified on the basis of their own accounting system as being made in direct connection with the direct eligible costs attributed to the project. These cannot include direct eligible costs.

The indirect costs of the project will represent a fair share of the overall overhead costs of the Project Promoter or Project Partners. The project promoter or the project partners can identify their own indirect costs based on the following method: a fixed rate of maximum 15% of the eligible direct costs with the personnel without there being a requirement from the PO to make a calculation to establish the applicable rate.

7.5 If the Project Promoter will ask the Programme Operator to grant a pre-financing, the Parties agree that the received amount will be shared between the Partners as follows:

Entity	% received from pre-financing
Project Promoter	
Partner 1	
Partner 2	

7.6 The conditions for the pre-financing grant, recovery and return of unused pre-financing shall be determined by the Grant Contract signed between the Project Promoter and the Programme Operator and they will be fully respected by the partners, in the event the Parties in the present Partnership Agreement agree that pre-financing should be shared between partners.



7.7 The Partners agree to provide payment of expenditure other than those eligible for the Project, as it is specified in the financing application. Thus, the Partners have agreed to contribute to the Project co-financing as follows:

Entity	Contribution to the Project RON
Project Promoter	
Partner 1	
Partner 2	
Total	

7.8 In the event of financial corrections decided by the Programme Operator as a result of irregularities, these corrections shall be shared among the Project Promoter and the Partners, within the framework of Partners' activities and proportionally respecting the value of those activities.

Art.8 Public procurement

The Project items procurement will be performed by the **Project Promoter**, with due regard for the conditions from the Financing Contract and the instructions issued by the Programme Operator.

Art. 9 Partners financial settling

9.1 The financial settling to the Project Partners will be performed based on supporting documents they submit to the Project Promoter.

9.2 The sums to be received by each Partner will be transferred by the Project Promoter in the Project dedicated Partners accounts opened according to the legal provisions in force and according to the instructions issued by the Programme Operator.

9.3 Partners will communicate the identification data of their bank account/accounts where the Project Promoter will transfer the amounts in question.

9.4 The currency of the transfers will be RON.

Art.10 Reimbursement of expenditures

10.1 After the submission by the Project Promoter of the Reimbursement Application File and its subsequent authorization by the Programme Operator, the reimbursement of the Project eligible expenditures will be made by the Programme Operator in to the Project Promoter's Project account.

10.2 The expenditures reimbursement will be made according to the provisions of the legislation in force and the provisions of the Financing Contract signed by the Programme Operator and the Project Promoter.



Art. 11 Property

11.1 The goods resulted and/or obtained for the Project implementation purposes are public property of the State and have the legal regime of public domain of the State assets, according to Law no. 213/1998 on public property and its legal status.

11.2 The Parties have the obligation to ensure the maintenance and good functioning of all goods and equipment purchased by non-reimbursable financing, at the Project site and to use them solely for the purpose for which they were purchased.

11.3 The Parties have the obligation not to alienate, lease or pledge the goods acquired as a result of Programme grant awarding.

Art. 12 Confidentiality

The Parties agree to keep strictly confidential the information received and agree to prevent any unauthorized use or disclosure of such information. The Parties understand to use the confidential information only in order to fulfill the obligations of the present Partnership Agreement.

Art. 13 Notifications

13.1 Any communication between the Partners in connection with the present Agreement shall be made by writing.

13.2 Any written document must be registered at both the issuing and receiving sites.

13.3 Communications between Parties that do not relate to confidential data and information can also take place by phone, fax or e-mail, provided that a written confirmation of the document receipt is made.

Art. 14 Applicable law

14.1 This Agreement shall apply and shall be construed according to the Romanian law.

14.2 For the present Agreement duration, the Parties are entitled to agree in writing to modify certain clauses, through an addendum, whenever their interests so require, or if certain circumstances occur that could not have been foreseen at the time of the present Partnership Agreement execution, provided that such changes do not lead to slowing or blocking the implementation of the Project referred to in article 2, point 2.1 of the present Agreement.

Art. 15 Litigations

Any dispute which may arise out of or in connection to the present Agreement shall be settled by way of negotiations between the Parties, and if no agreement on resolution of the said dispute is reached, it will be solved by the competent court of law.

Art. 16 Final provisions

16.1 Until the date of the present Agreement execution, the Parties shall dully provide to the appointed representatives whose signatures appear below all legal powers to sign and execute the present Partnership Agreement.

16.2 The terms of the Financing Contract signed between the Project beneficiary and the Programme Operator will be applicable mutatis mutandis to the Partners.



Signatures:

Project Promoter	Name and position of the persons authorized to sign	Signature	Date and place
Partner 1	Name and position of the persons authorized to sign	Signature	Date and place
Partner 2	Name and position of the persons authorized to sign	Signature	Date and place

The present Agreement was drafted and signed at....., today, [.....] in original copies, in Romanian language, one for each Party and one for the Programme Operator, all copies having equal legal value.