



Registration number (at Applicant/ Project Promoter)/ date

**Partnership Agreement
for the implementation of the project [Title]
Financed by FM EEA 2014-2021
„Environment, Climate Change Adaptation and Ecosystems” (RO-
Environment) Programme
(recommended template)¹**

between

[Full name of the organization]
based in..... [Official address: Country, postal code, city, street, no], registration
number/tax code [.....], legal registration form: <public entity>
legal representative <name of legal representative>
Hereinafter referred to as the “Project Promoter”

and

[Full name of organization] (if applicable) - Partner 1.
based in., [Official address: Country, postal code, city, street, no], registration
number/tax code [.....], legal registration form: <NGO, public or
private, commercial or non-commercial entity>
legal representative <name of legal representative>
Hereinafter referred to as Project Partner

[Full name of the organization] (if applicable) - Partner n.
based in., [Official address: Country, postal code, city, street, no], registration
number/tax code [.....], legal registration form: <NGO, public or
private, commercial or non-commercial entity>
legal representative <name of legal representative>
Hereinafter referred to as a 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 Object

(1) The object of the Partnership Agreement is to create a partnership to implement the Project code <Project code> (hereinafter referred to as "Project"), financed under the RO-

¹ This agreement contains mandatory minimum provisions, but may be COMPLETED as appropriate



Environment

Programme "Environment, Climate Change Adaptation and Ecosystems" through the EEA Financial Mechanism 2014-2021, under the Financing Contract.

- (2) The Agreement sets out the rights and obligations of the Parties, the contribution of each Party to the co-financing expenditure, and each Party's responsibilities in implementing project activities.
- (3) By concluding the Agreement, the Parties expressly declare that they have access to/ are familiar with/ understand and accept the provisions of the legal framework, the content of the Regulation on the implementation of the European Economic Area Financial Mechanism 2014-2021, the reference documents of the RO-Environment Programme "Environment, Climate Change Adaptation and Ecosystems", as well as those of the Financing Contract that the Project Promoter shall submit to all Project Partners prior to the signature of this Agreement.
- (4) The Agreement shall form an integral part of the Financing Contract and shall be supplemented by its provisions. Any reference to the Financing Contract shall also refer to its Annexes.
- (5) In case of discrepancies between the Agreement and the Financing Contract, the latter will prevail.
- (6) Any Annex to the Agreement shall form an integral part thereof. In the event of discrepancies between the Annexes and the Agreement, the latter will prevail.

Art. 3 Principles of good practice in the Partnership

- (1) All partners should contribute to the realization of the project and assume their role in the project as defined in this Partnership Agreement.
- (2) The Parties shall consult regularly and keep each other informed of all aspects of the progress of the project.
- (3) All partners must implement activities in compliance with the highest professional and ethical standards.

Art. 4 The duration of the Agreement

The present Agreement shall enter into force at the date of signature by both Parties and shall cease to be in force three years after the approval by the Financial Mechanism Committee of the final report of the RO-Environment Programme "Adaptation to Climate Change and Ecosystems" or <5 years>* after approval by the Programme Operator of the final report of the Project, whichever is the later.

* As specified in the EEA FM Regulation 2014-2021:

- 5 years, if the project provides for the acquisition of tangible and intangible assets subject to Article 8.3 paragraph (2) of the EEA Regulation or construction work.

The expiry of the 4.1 deadline does not exempt the Project Promoter, Project Partners or their representatives from complying with the obligations arising from the implementation of the Financing Contract, the Agreement and the legal framework.

Art. 5 The Project Promoter's rights and obligations

- (1) The Project Promoter shall sign the grant application and the financing contract
- (2) Before the Programme Operator, the Project Promoter shall take full legal responsibility for the full management of the non-reimbursable financial support received under the Financing Contract (including the part transferred to the Project Partners under the Agreement), and for the implementation and sustainability of the Project in accordance with the provisions of the Financing Contract, the Agreement and the legal framework. As Leader, the Project Promoter ensures coordination of the partnership established to implement and ensure the sustainability of the Project and acts as an intermediary between



the Programme Operator and the Project Partners. The Programme Operator may decide to address the Project Partners directly whenever circumstances require, while keeping the Project Promoter informed.

- (3) The Project Promoter shall be solely responsible to the Programme Operator for the repayment of any amounts referred to in Article 6 paragraphs 13 and 33 of this Agreement or of any amounts unduly received by the Project Partners pursuant to the Agreement, as appropriate, according to the notification received from the Programme Operator. The Project Promoter has a right of recourse against Project Partners under the terms of ordinary law.
- (4) The Project Promoter shall immediately inform the Project Partners of the signature of the Financing Contract and shall send them a signed copy of the Financing Contract within 10 working days.
- (5) The Project Promoter shall inform Project Partners immediately regarding all circumstances that may have a negative impact on the timely and correct implementation of the Project activities and on any situation that might affect or delay the implementation and/or sustainability of the Project or lead to termination of the Financing Contract and/or Agreement, as appropriate.
- (6) The Project Promoter will ensure that Project Partners have access to all documents, data and information in its possession that may be necessary and useful to Project Partners in fulfilling their obligations; they will be provided in English at the request of Project Partners in the Donor States.
- (7) The Project Promoter will consult with Project Partners in due time on modifications to the Financing Contract/Project affecting them and will agree with its partners on duly justified conditions, on the proposal to amend the financing contract during the project implementation period and will submit the request to the Programme Operator.
- (8) The Project Promoter will draw up all categories of reports required under the Financing Contract, including ad hoc reports, and ensure that they are submitted in due time to the Programme Operator. In this respect, the Project Promoter shall have the right to ask the other Partners to provide any project-related information and documents for the purpose of drafting progress reports and payment requests; shall collect all necessary documents from Project Partners and notify them of the deadline for submitting the documents to the Project Promoter.
- (9) The Project Promoter will verify all information and documents taken from Project Partners before sending them to the Programme Operator and will certify them” according to the original”.
- (10) The Project Promoter shall be responsible for submitting reports and all documents related to the implementation of the project, as required and instructed by the Programme Operator.
- (11) The Project Promoter will centralize the evidence regarding the implementation of the activities by the Project Partners for submission to the Programme Operator and submission to the Programme Operator as part of the on-site visits/verifications carried out by the Programme Operator or other competent authorities/bodies.
- (12) The Project Promoter is responsible for constantly consulting with partners, informing them of the progress of project activities and providing copies of progress reports.
- (13) If an irregularity is identified, the Project Promoter will ask Project Partners to take all necessary steps to remedy its effects in the shortest time possible.
- (14) The Project Promoter will ensure that the Project Partners implement the recommendations made by the Programme Operator and/or other authorities/bodies empowered when



- carrying out checks/controls in relation to the implementation and/or sustainability of the project.
- (15) The Project Promoter must ensure that the use of non-reimbursable financial support by the Project Partners is for the sole purpose of the project.
 - (16) The Project Promoter is responsible for opening bank accounts dedicated to the project, in accordance with the provisions of the legislation in force.
 - (17) The Project Promoter shall transfer to Project Partners the amounts of non-reimbursable financial support received from the Programme Operator for the settlement of eligible expenditure incurred by the partner(s) within the terms and conditions set out in the Agreement, within a maximum of 10 working days of receipt of the grant from the Programme Operator.
 - (18) The Project Promoter is responsible for keeping separate accounts of the project, using dedicated analytical accounts to reflect all operations related to the implementation of the Project, in accordance with the legal provisions.
 - (19) The Project Promoter is responsible for making available to the Programme Operator, the Certifying and Paying Authority, the Audit Authority, and/or any other body empowered to verify the use of the grant, on request and within the time limit, the documents and/or information required and to provide all the conditions for carrying out on-the-spot checks.
 - (20) The Project Promoter is responsible for keeping all the original documents, including accounting documents, on eligible activities and expenditure in order to ensure an adequate audit trail, in accordance with the provisions of the Community Regulations and the national legislation in force. All documents will be kept for at least 5 years after the formal closure of the project.
 - (21) The Project Promoter is responsible for ensuring the coordination, management and implementation of the Project in accordance with the provisions of the Financing Contract, the Programme Agreement, the Regulation for the implementation of the EEA Financial Mechanism, which lay down the Project Promoter's responsibilities for the correct implementation of the project.
 - (22) The Project Promoter is responsible for respecting the time limits for carrying out the project's activities. If one of the partners fails to fulfil one or more of its obligations, the Project Promoter shall take full responsibility for fulfilling these obligations/ activities.
 - (23) The project promoter is responsible for damage, and the Project Promoter is jointly and liable with the Partner responsible for the damage caused.
 - (24) The Project Promoter is responsible for achieving the objectives of the project.
 - (25) The Project Promoter is responsible for preparing interim and final reports on payment applications and the final report of the Project.
 - (26) The Project Promoter monitors the Parties' compliance with their obligations.
 - (27) The Project Promoter shall ensure that any residual materials resulting from the Project activities (by the Project Promoter, Project Partners, suppliers of goods and services) are reused, recycled, treated and/or stored in an environmentally sound manner in accordance with the legal regulations in force.

Art. 6 The rights and obligations of the Project Partners

- (1) The Project Partners shall be legally and financially responsible to the Project Promoter for the fulfilment, in compliance with the provisions of the Financing Contract, the Agreement and the legal framework, of all the obligations assumed through the Financing Contract and the Agreement, not limited to managing their share of the grant support under the Agreement and implementing their activities/sub-activities.
- (2) Project Partners are required to implement their Project activities and to make expenditure



- in compliance with the Agreement, the Financing Contract, the legal framework, the applicable professional and ethical standards and the relevant European and national legislation for all phases of implementation, including the sustainability period.
- (3) Project Partners will inform the Project Promoter immediately of all circumstances that may have a negative impact on the correct and timely implementation of the project activities and on any situation that might affect or delay the implementation/sustainability of the project or lead to termination of the Agreement.
 - (4) Project Partners will respond to any request from the Project Promoter within the time limit specified in that request.
 - (5) Project Partners will ensure that all communications related to the Project are transmitted to the Programme Operator via the Project Promoter, unless the Programme Operator submits the request directly to the partners, in which case the Project Partners will inform the Project Promoter accordingly.
 - (6) Project partners will provide the Project Promoter in time with all the information and documents necessary for the preparation of the reports requested under the Financing Contract.
 - (7) Project Partners shall archive and keep in good condition all project documents, including documents relating to audits and verifications carried out, in the form of original documents, for the duration of the Agreement as defined in Article 4.
 - (8) Project Partners shall provide the Project Promoter with copies certified as compliant with the original of the project documents in physical form or on generally accepted data media within the specified time limits.
 - (9) The supporting documents for expenditure to be submitted by the Project Partners shall be as set out in the heading 5 of the Financing Contract.
 - (10) Justification of expenditure by Project Partners in Donor States may be made on the basis of:
 - a report drawn up by an independent auditor qualified to carry out statutory audits of accounting documents certifying that the expenditure claimed is incurred within the respective Project, in accordance with the Regulation, national legislation and relevant national accounting practice; OR
 - a report issued by a competent and independent public official, recognized by the relevant national authorities as having the capacity for financial and budgetary control over the entity which made the expenditure and which was not involved in the preparation of the financial statements, certifying that the costs claimed have been incurred within the Project, in accordance with the Regulation, national law and relevant national accounting practices.
 - (11) Project Partners will ensure unhindered access for national and international authorities responsible for verification, control and audit tasks, for the Programme Operator, for the services of the Financial Mechanism Committee, the Office of the Financial Mechanism, the EFTA Audit Board, the National Focal Point, the Audit Authority, the Irregularity Authority, within their respective powers, when they carry out on-the-spot checks/controls/audits. Persons carrying out audits or verifications shall be provided, on request, with immediate, full and unrestricted access to all information, documents, persons, places and facilities, public or private, relevant for audit or verification, including access to IT systems directly related to the project, within the time limits laid down, under the sanction of the application of paragraph (13) from the present article.
 - (12) Project Partners shall be required to ensure that contracts/agreements concluded with third parties require them to ensure that project information and documents are available during control or audit missions carried out under paragraph (11) of the present article.
 - (13) In the event of in case of non-fulfilment of obligations under paragraphs (11) to (12), Project Partners are required to repay to the Project Promoter the full amount of non-



reimbursable financial support, including interest, established in accordance with the GEO No 66/2011. The amount thus described, returned to the Programme Operator by the Project Promoter as provided for in Chapter 10 Article 10.2 paragraph (y) of the Contract will be reimbursed to the Project Promoter by the Project Partners responsible, within [to be completed with the number of days fixed by the parties for the repayment of the amounts paid by the Project Promoter to the Programme Operator attributable to the partners] days after the notification sent by the Project Promoter to that effect.

- (14) Project Partners will ensure that the Project Promoter has unhindered access to all project documents and implementation sites in order to verify the conformity of the Project implementation with the Financing Contract, the Agreement and the legal framework within the set deadlines.
- (15) Project Partners will ensure the visibility of the Project and non-reimbursable financial support and will comply with the provisions of the Regulation, Annex 3 to the Regulation and the Financing Contract. Project Partners commit themselves to implementing the Project Communication Plan (part of the grant application), respecting the visual identity rules and other requirements set out in the *Communication and design Manual EEA and Norway grants 2014-2021*, as well as in the *Information and Communication requirements EEA and Norway grants 2014-2021* (available on <https://eeagrants.org/resources/regulation-implementation-eea-grants-2014-2021-annex-3-information-and-communication>).
- (16) Project Partners have the right to request the Project Promoter to contact the Programme Operator to obtain any information or clarification needed for a correct implementation of their activities. In such a case, the Project Partners shall submit to the Project Promoter all relevant information and documents in support of their request.
- (17) The Partners shall be entitled, by transfer from the Project Promoter, to funds for expenditure certified as eligible incurred by them in the project under this Agreement. Expenditure incurred by the Partners shall be eligible in the same way as expenditure incurred by the Project Promoter, corresponding to the roles played in the Project. If the Project Promoter does not transfer the funds to which the Project Partner is entitled within 10 working days, the Project Partner has the obligation to notify the Programme Operator within at most 5 working days of the final date for the transfer of funds.
- (18) The Partners have the right to be regularly consulted by the Project Promoter, to be informed by the Project Promoter of the progress in the implementation of the Project and to be provided with copies of progress and financial reports.
- (19) The Project Partners will provide the necessary financial resources to finance all ineligible costs (including related costs) related to the Project's own activities, as well as to cover any financial corrections and related interest, resulting from their implementation, where appropriate.
- (20) The Project Partners will provide the resources (human, material, technological, etc.) needed to implement their project activities.
- (21) Project Partners will collaborate and support project development by providing expertise and human resources for the activities for which they are responsible.
- (22) Project Partners will respect the deadlines for carrying out project activities and for settlement of expenditure incurred in the Project.
- (23) Project Partners will work toward achieving the objectives of the Project.
- (24) The Project Partners will open dedicated bank accounts for the Project in accordance with the legal provisions in force and keep separate accounts for the Project, using dedicated analytical accounts to reflect all operations related to the implementation of the Project in accordance with the legal provisions.

- (25) Project Partners will ensure that internal accounting and auditing procedures allow for direct reconciliation of expenditure and revenue declared in relation to the Project, with the corresponding accounts and supporting documents.
- (26) Project Partners will keep all original documents, including accounting documents, on eligible activities and expenditure in order to ensure an adequate audit trail in accordance with Community and national regulations for at least five years after the formal closure of the project.
- (27) Project Partners will consider, for equipment purchased under the Project that are subject to the exception provided for in Article 8.6 point 1 paragraph (d) of the Regulation:
- Not to dispose, rent, mortgage, pledge or assign in any way, both the equipment and the fixed assets and materials purchased under the Project;
 - To keep them in their ownership and continue to use them for the benefit of the overall objective of the Project for at least 5 years after the completion of the Project;
 - to ensure that they are adequately protected against losses caused by fire, theft or other reasonably insurable incidents throughout the Project implementation period and for a period of at least five years after completion;
 - Provide the necessary funds from their own sources for the maintenance of exempted equipment for a period of at least 5 years after the completion of the Project;
 - The deliverables made/purchased under the Project are retained in its ownership and continue to use them for a minimum of five years after the completion of the project for the purpose for which they were financed and realized.
- (28) Project Partners will ensure that there is no job/task/responsibility identity between their members of the project team and economic operators in the case of outsourced activities.
- (29) The Project Partners commit themselves to not to carry out economic activity falling under the rules on State aid. Where revenue-generating activities exist, Partners will report them without delay to the Project Promoter and ensure that the revenue will not exceed the operational costs and will be used to ensure the implementation/sustainability of the Project.
- (30) Project Partners shall take all necessary measures to prevent, establish and sanction irregularities in obtaining and using the non-reimbursable financial support and shall inform the Project Promoter immediately of any suspicion or irregularity or fraud situation. In the event of damage, the Partner responsible for the damage shall be jointly and severally liable with the Project Promoter.
- (31) Project Partners will ensure that any residual materials resulting from the activities of the project (carried out by the Project Promoter, Project Partners, suppliers of goods and services) are reused, recycled, treated and stored in an environmentally sound manner in accordance with the legal regulations in force.
- (32) Project Partners are required to return to the Project Promoter amounts received in advance from non-reimbursable financial support and unused, unjustified or not properly justified, amounts declared by the Programme Operator as ineligible, amounts resulting from irregularities/fraud, as well as amounts arising from percentage reductions/financial corrections applied as a result of non-compliance with the legal framework, European or national law, financing contract or Agreement, as appropriate. The amounts thus described, returned to the Programme Operator by the project promoter in accordance with the provisions of the Financing Contract, with interest, will be returned to the Project Promoter by the responsible Project Partners within [to be *completed with the number of days set by the parties for the repayment of the Project Promoter's payments to the Programme Operator attributable to the partners*] days after the Project Promoter's notification to this effect.
- (33) The Project Partners undertake the obligation to process personal data in the context of the implementation of the Project, in accordance with the provisions of the 679 EU Regulation No 2016 on the protection of individuals with regard to the processing of personal data and



on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) and the applicable national law. Partners will ensure that they have explicit consent of the members of the target groups/final beneficiaries to the processing of personal data, including to belonging to the Roma ethnic group, where appropriate.

(34) Project Partners shall have any other obligations arising from the financing contract and the legal framework.

Art. 7 Roles and responsibilities of each Party in the implementation of the Project

- (1) Project Partners authorize the Project Promoter to represent them in relation to the Programme Operator in the context of the implementation of the Project.
- (2) The Parties undertake to contribute to the implementation and sustainability of the Project, in accordance with the methodology, terms and other specifications specified in the grant application, the Annex to the Financing Contract, in compliance with the provisions of the Financing Contract, the Agreement and the legal framework.
- (3) The Parties undertake to cooperate, to carry out and to fulfil promptly and in a timely manner all obligations under this Partnership Agreement, to take the necessary steps to fulfil the obligations and objectives arising from the Financing Contract and the Agreement, to fulfil their obligations effectively, transparently and diligently and to implement Project activities in compliance with the highest professional and ethical standards.
- (4) The Parties undertake to inform each other of all issues of interest in the partnership, the implementation of activities and the sustainability of the Project. Each Party undertakes to promptly notify, in accordance with the project management structure, any material facts, problem or delay that may affect the project.
- (5) Each Party shall promptly provide all information reasonably required by the Project Promoter or the Programme Operator
- (6) Each Party shall ensure that personnel on mission, in compliance with the obligations of this Agreement, enjoy applicable national standards in health, safety and the environment. The Parties shall take all necessary precautions to prevent any injury to persons or property damage to the other delegated Party.
- (7) Roles and responsibilities are described in the tables below and are consistent with the provisions of the Grant Application – which is the key document in determining these aspects of the partnership:

Organization	Activity/sub-activity according to the Grant Application (number and name)	Results (direct and indirect) and associated indicators according to the Grant Application	Roles and responsibilities
Project Promoter			
Project Partner 1			
.....			
Project Partner "n"			

Note: The roles and responsibilities of each partner will be described during the implementation of the project.



Organization	Activities to be implemented	Amount	% of the total value of the project
Project Promoter			
Project Partner 1			
.....			
Project Partner "n"			
TOTAL	X		

Art. 8 Public procurement

The project procurement will be made in accordance with the applicable national and European legislation and in compliance with the provisions of the Regulation on the implementation of the European Economic Area (EEA) Financial Mechanism 2014-2021.

Art. 9 Ownership and use of results

(1) Any results and/or rights related thereto, including copyright and/or any other intellectual and/or industrial property rights acquired in the execution or as a result of the execution of the Financing Contract shall be the property of the Project Promoter or Project Partners and shall be determined by the Parties at the end of the implementation period.

(2) The Project Promoter and/or Project Partners shall grant the Programme Operator, the National Focal Point, the Financial Mechanism Committee, the Financial Mechanism Office and Program Partners a non-exclusive assignment free of charge, without limit in time and for all territories in which the results of the Project and the Programme of the rights referred to in the preceding paragraph are to be disseminated. The disposal shall cover all the procedures for the use of the Project, the Programme and the communication to the public of its results, under the conditions laid down in the Financing Contract. The transferees have the right to use freely and as they deem appropriate, including the editing, modification, translation, display, reproduction by any technical procedure, publishing or communication in any medium, of all documents/materials deriving from the Project, in whatever form, provided that they do not infringe existing industrial and intellectual property rights.

(3) Project Partners will ensure that they have all rights to use any pre-existing intellectual/industrial property rights necessary for the implementation and sustainability of the Project.

(4) If identifiable individuals appear in the photo and/or video images, Project Partners will provide proof of their valid consent to use those materials. This obligation does not apply when images are taken in public spaces, under the conditions permitted by law.

(5) Ownership of tangible and intangible assets acquired from the Project budget belongs to the Project Promoter. The Project Promoter may grant the right to use tangible and intangible assets to Project Partners solely in the interest of implementing the Project or ensuring its sustainability at the end of the implementation period.

(6) The Parties have an obligation to ensure that all assets, supplies, equipment acquired through non-repayable financing are operating at the Project site and exclusively for the purpose for which they were acquired.

(7) The Parties shall not dispose of, rent or secure the goods acquired as a result of obtaining financing under the Programme.

Art. 10 Financial aspects and eligibility of expenditure

- (1) The total value of the Project is maximum *< the value in figures > lei <value in letters>*, equivalent of *< the value in figures> Euro < value in letters>*, calculated at the InforEuro exchange rate from the month when the Financing Contract is signed (1 Euro=*<value in figures> lei*)
- (2) The total eligible value of the Project is maximum *< the value in figures > lei <value in letters>*, equivalent of *< the value in figures> Euro < value in letters>*, calculated at the InforEuro exchange rate from the month when the Financing Contract is signed (1 Euro=*<value in figures> lei*), of which:
 - a) The value of the non-reimbursable financial support is maximum *<the value in figures> lei <the value in letters>*, equivalent of *<the value in figures> Euro <the value in letters>*, representing a funding rate of *<the value in percent>%* of the total eligible value of the Project;
 - b) The value of the Project Promoter and/or Project Partners own contribution is maximum *<the value in figures> lei <the value in letters>*, equivalent of *<the value in figures> Euro <the value in letters>*, representing a funding rate of *<the value in percent>%* of the total eligible value of the Project.
- (3) The distribution of the Project budget between the Project Promoter and the Project Partners, according to the Project's budget – an integral part of the Application form, is summarized in the table below:

Organization	Total value of the Project (Euro)	Total eligible value of the Project (Euro)	FM EEA 2014-2021 eligible non-reimbursable value (85%) (Euro)	Eligible non-reimbursable value from the national budget (15%) (Euro)
	1 = 2	2 = 3+4	3	4
Project Promoter				
Project Partner 1				
.....				
Project Partner „n”				

* will be excluded from the category of eligible expenses the costs specified in art. 8.7 of the Regulation on the implementation of the European Economic Area (EEA) Financial Mechanism 2014-2021, specified as well in Chapter 8.7. of the Applicant's Guide.

Organization	Total value of the Project (RON)	Total eligible value of the Project (RON)	FM EEA 2014-2021 eligible non-reimbursable value (85%) (RON)	Eligible non-reimbursable value from the national budget (15%) (RON)
	1 = 2	2 = 3+4	3	4
Project Promoter				
Project Partner 1				
.....				
Project Partner „n”				

- (4) The expenditure incurred by the project partners must comply with the Legal framework, principles, rules and general and specific conditions regarding the eligibility of expenditure included in the Regulation on the implementation of the EEA Financial Mechanism 2014-2021 and the Financing Contract.
- (5) **The principle of reimbursement may be applied at the request of the Partners from the Donor States**, in which case, the expenses incurred by them shall be reimbursed by the Program Operator to the Project Promoter, based on the submitted supporting documents, in the percentages and conditions established in the Financing Contract. The Project Promoter will transfer to the Partners the share of the expenses incurred by them, based on the submitted supporting documents.
- (6) For all types of expenditure included in the budget (with the exception of indirect costs) it will be taken into account that justifying expenses must be based on supporting documents (evidence of market prospecting, offers, similar contracts or any other supporting documents considered useful). The costs will be realistically estimated and their need must be justified in relation to the activities to be carried out and their complexity. They must be reasonable and in line with market prices..
- (7) Only the following types of expenses will be eligible for Project Promoter/ Project Partners, regardless of the category of expenses:
 - the expenses of the staff designated for the project, including salaries and social insurance as well as other statutory costs included in the remuneration, provided that they correspond to the current remuneration policy applied by the Project Promoter and the Project Partner. Expenditure corresponding to the staff salary in national administrations shall be eligible in so far as it relates to the costs of activities, which the relevant public authority would not carry out in the absence of the Project in question;
 - travel and subsistence allowances for staff taking part in the project, on the basis of rules defined and approved by the Programme Operator;
 - cost of new or second-hand equipment: only the part of the depreciation corresponding to the duration of the Project and the actual rate of use for the purposes of the Project, as a generally valid rule, is considered eligible expenditure. By exception of the previous rule, in case that the equipment is an integral and necessary, duly justified, component for achieving the outcomes of the Project, the full purchase price of that equipment may be eligible.
 - costs of consumables and supplies, provided that they are identifiable and assigned to the project;
 - costs entailed by other contracts awarded by a Project Promoter for the purposes of carrying out the project, provided that the awarding complies with the applicable rules on public procurement and Regulation FM EEA 2014-2021;
 - costs arising directly from requirements imposed by the project contract for each project,
 - non-recoverable VAT.
- (8) For Project Partners from Donor States, the expenses from paragraph (7), as well as expenditure on audit services will be eligible.
- (9) Indirect expenses incurred by the Project Promoter / Project Partners are eligible. Indirect costs are all eligible expenses that cannot be identified by the Project Promoter and / or the Project Partner as being directly attributed to the project, but which can be identified and justified in the accounting system as being borne in direct relation to the directly attributable eligible project costs. These cannot include direct eligible costs.

Indirect costs are calculated for the Project Promoter / Project Partners in accordance with Article 8.5.1 (c) of the EEA FM Regulation 2014-2021, respectively: a fixed rate of up to 15% of eligible direct staff costs, without any requirement on the part of the Programme Operator to perform a calculation to establish the applicable rate
- (10) The following costs shall not be considered eligible:



- any expenses incurred before the entry into force of the Financing Contract for the activities foreseen in the Project;
 - the cost of land acquisition;
 - interest on debt, debt service charges and late payment charges;
 - fees for financial transactions and other purely financial expenses, excluding expenses related to the accounts requested by the CMF, National Contact Point or applicable legislation and financial services expenses imposed by the project contract;
 - provisions for losses or potential future liabilities;
 - exchange losses;
 - recoverable VAT;
 - costs that are covered by other sources;
 - fines, penalties and costs of litigation, except where litigation is an integral and necessary component for achieving the outcomes of the Project;
 - excessive or reckless expenditure (according art. 8.7 of Regulation).

(11) The Project Partners will not incur other types of expenses except those above mentioned in paragraph (7) and paragraph (8), under the sanction of declaring them as ineligible.

(12) The conditions for granting pre-financing, recovering it, and also reimbursing of unused pre-financing shall be set out in the Financing Contract signed between the Project Promoter and the Programme Operator, and shall be fully complied by the Partners, if the Parties to this Partnership Agreement agree that pre-financing be shared between Partners.

(13) Payments are made in accordance with the provisions of the in force legislation and the provisions of the Financing Contract concluded between the Programme Operator and the Project Promoter/leader.

(14) In case the Project Promoter requests to the Programme Operator to provide pre-financing, the Parties agree that the amount received will be distributed among the Partners as follows:

Organization	% received of pre-financing
Project Promoter	
Project Partner 1	
Project Partner 2	
.....	
Project Partner „n”	

(15) In case of financial corrections established by the Programme Operator as a result of irregularities, they will be borne both by the Project Promoter and by the Project Partners, within the limits of the activities carried out by the Partners and proportional to the value of the respective activities.

(16) Ineligible expenses resulting from the implementation of the Project are borne by the responsible Project Promoter / Project Partners.

Art. 11 Payments (transfer of funds) to Project Partners

- (1) Payment of funds to Project Partners may be made through advance payments, interim payments and final payments (as well as reimbursement payments for Project Partners from Donor States).
- (2) Payments are made in accordance with the provisions of the in force legislation and the provisions of the Financing Contract concluded between the Programme Operator and the Project Promoter/leader.
- (3) In compliance with the provisions of the Agreement, the Financing Contract, the GEO no.



34/2017 with its subsequent amendments, as well its Implementing Rules, in accordance

with Art. 8.12 of the Regulation of the EEA Financial Mechanism 2014-2021, the Project Promoter transfers the amounts representing the non-reimbursable financial support, received from the Programme Operator, into the Project Partners accounts within **10** working days from the date of the collection.

- (4) **For Project Partners fiscally registered in Romania, the payments are made in lei, and for the Partners from the Donor States, the payments are made in Euro. In the latter situation, the clearance of expenditure by Programme Operator will take place at the InforEuro exchange rate of the month in which the payments were made.**
- (5) Transfers made by the Project Promoter to the Project Partners shall be made in the form of an advance payment and/or interim payments/final payment, in compliance with the provisions of the Financing Contract, of the GEO no. 34/2017 with its subsequent amendments and Implementing Rules. The advance will be paid based on the advance request submitted by the Project Promoter.
- (6) All expenses incurred by the Project Partners from the Donor States will be requested and will be reported to the Project Promoter in Euro, based on the report issued according to Art. 6 paragraph (10).
In the case of expenses incurred by Project Partners of Donor States reported in a other currency than euro, the exchange rate used for reporting in lei by the Project Promoter applicable to expenses incurred by Project Partners of Donor States will be the InforEuro exchange rate of the month in which was recorded their audit report in the Project Promoter accounting system. The Project Promoter will inform the Project Partner about the applied exchange rate. This information shall be annexed to the interim and final reports.
If the method of reimbursement of expenses incurred by Project Partners in Donor States applies, then the conversion from euro into lei of the amounts spent from is made at the InforEuro exchange rate of the month of registration in the accounting of the Project Promoter of the payment made to the external Partner.
- (7) The Project Promoter can condition payments to Project Partners to the approval of the Interim Progress Report / Final Report by the Programme Operator, taking into account the results of the authorization of the expenses justified by the Project Promoter/ Project Partners for the reported period.
- (8) In order to determine the amount to be transferred by the Project Promoter as an advance or pre-financing, the Project Partners have the obligation to correctly and realistically estimate the necessary amounts to be requested.
- (9) In order to manage the non-reimbursable financial support and its own contribution, if any, Project Partners from Romania have the obligation to open special accounts for the Project in the State Treasury system or at commercial banks, as appropriate, under the conditions established by GEO no. 34/2017 with its subsequent amendments and Implementing Rules.
- (10) The transfers shall be made by the Project Promoter into the accounts opened by the Project partners according to the provisions of paragraph (6) and communicated the Project Promoter by bank statement or address issued by the bank, as the case may be.
- (11) The Project Promoter has the obligation to send a written notification regarding the transfer

to both Project partners and Programme Operator within maximum 5 working days from the date of transfer, notification to which a copy of the payment order and bank statement are attached.

- (12) The Project Partners shall verify the collection of the amounts within maximum 5 working days from the date of receipt of the notification sent by the Project Promoter.
- (13) In case the due amounts have not been received, the Project Partners shall send a written notification to both the Project Promoter and the Programme Operator within maximum 5



working days from the date of the

finding.

(14) The amounts of money transferred as non-reimbursable financial support may not be

subject to forced execution during the entire validity period of the Agreement, except for the budgetary debts resulting from the application of the provisions of GEO no. 66/2011 with its subsequent amendments.

(15) The amounts of money transferred as non-reimbursable financial support can be used by the Project Promoter/Project Partner only for the implementation of the Project, in compliance with the provisions of the Financing Contract, the Agreement and the legal framework.

Art. 12 Assignment of the Agreement

- (1) Neither Party has the right to transfer its rights and obligations under this Agreement without the prior consent of the other Party.
- (2) The Parties acknowledge that all assignment of rights and obligations under this Agreement is subject to the prior consent of the Programme Operator in accordance with the provisions of the Financing Contract.
- (3) The Agreement, as well as all rights and obligations arising from its execution, cannot be subject to the total or partial assignment, novation, subrogation or any other mechanism of transmission and/or conversion of obligations and rights of the Agreement by the Parties, except as provided for in Art. 17 paragraph (3) and paragraph (4) of this Agreement.

Art. 13 Amendments to the Agreement

- (1) For the duration of this Agreement, the Parties shall have the right to agree on the modification of certain clauses, whenever their interests so require, or where these circumstances take place and could not be foreseen at the time when this Agreement is concluded.
- (2) Any amendment to the Agreement or its annexes shall be made in writing by concluding an addendum, without prejudice to the provisions of the Financing Contract.
- (3) Amendment of the Agreement by removing the Project Partner/Partners shall be carried out exclusively with the prior written agreement of the Programme Operator. The Programme Operator has the right to duly reject such request.
- (4) Amendment of the Agreement by removing one or all Project Partners and taking over by the Project Promoter of all obligations undertaken by the quitter Project Partners shall be permitted only with the prior written approval of the Programme Operator. The Programme Operator shall have the right to reject such a request on a justified basis.
- (5) Amendments regarding the content of the Financing Application will be made in accordance with the provisions of the Financing Contract.
- (6) The following types of modifications may be made in the form of a simple information of the other Party: change of address, change of registered office or contact details, change of contact person, change of project's special accounts, replacement of the legal representative, [be supplemented by other situations by the parties, if appropriate, without prejudice to the provisions of the Financing Agreement].

Art.14 Suspension of the Agreement and of the payments

- (1) The Agreement shall be suspended:
 - *De jure*, on the date of suspension of the Financing Contract;
 - By either Party in the event of force majeure with the proper application of the provisions of the Financing Contract.
- (2) The suspension shall take effect until the cessation of the cause which generated it. The implementation period of the Project may be extended for a period of time equivalent to



the duration of the suspension under the conditions laid down in the Financing Contract.

- (3) Payments may be suspended unilaterally by the Project Promoter as a consequence of their unilateral suspension ordered by the Programme Operator in the cases and conditions laid down in the Financing Contract. Payments shall be resumed at the date of termination of the case of suspension.
- (4) In cases where the decision to suspend payments and/or request reimbursement from the Project Promoter is taken by the Programme Operator, the National Focal Point or the Donor State, the Project Partner shall take all necessary measures to comply with the decision. To this end, the Project Promoter shall, without delay, submit a copy of the decision referred to in the previous paragraph to the Project Partner.

Art. 15 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 agree to use confidential information only for the purpose of fulfilling their obligations under this Partnership Agreement.

Art. 16 Prevention, detection and sanctioning of irregularities

- (1) For the purposes of the Agreement, “irregularity” has the meaning given in Art. 12.2 of the Regulation and in GEO no. 66/2011 with its subsequent amendments.
- (2) The provisions of the Financing Contract relating to the prevention, detection and sanctioning of irregularities shall apply.

Art.17 Contract liability, penalties, damages

- (1) The Project Promoter and/or the Project Partners shall individually and exclusively respond to third parties for torts or damages of any kind incurred by them during, as a result of or in connection with the performance of the Agreement or the Financing Contract and/or the Project implementation and sustainability. For the purposes of this paragraph, the employees of the Project Promoter or the Project Partners shall be considered as third parties.
- (2) The Programme Operator cannot under any circumstances or for any reason whatsoever be held liable for damage or tort, patrimonial or non-patrimonial, incurred by the Project Promoter, Project Partners or third parties during or as a consequence of the execution of the Financing Contract or of this Agreement and/or of the Project implementation/sustainability.
- (3) The Project Promoter and/or the Project Partners shall be responsible for the damage caused to third parties.
- (4) In the event of non-compliance with the rights and obligations arising from this Partnership Agreement, which will lead to the illegal use of received funds following the selection of the project proposal, the Party that failed to observe or breached the obligations will be liable for all resulting financial consequences. from a given situation.
- (5) The Project Promoter has the right and responsibility to recover from the Project Partners any amounts declared to be unjustifiably paid by the Programme Operator/ the audit and relevant control authorities, in accordance with the Regulation of the EEA FM 2014-2021.
- (6) The Project Partner undertakes to reimburse to the Project Promoter any amounts declared to be unduly paid by the Programme Operator/the audit and relevant control authorities, in accordance with the Regulation of the EEA FM 2014-2021.
- (7) The Project Promoter must reimburse to the Programme Operator the amounts unduly paid, in accordance with the provisions of Art. 5 paragraph (3), following to recover them from the responsible Project Partner, in accordance with the provisions of Art. 6 paragraph (13)



and paragraph (33) of the Partnership Agreement, as well as in accordance with the provision of the Financing Contract, of the Program Agreement and Regulation of the EEA FM 2014-2021.

- (8) [to be supplemented by the Parties (e.g. the regime of damages due in case of culpable guilty non-execution of Agreement), if applicable, without prejudice to the provisions of the Financing Contract]

Art. 18 Conflict of interest

- (1) The Parties shall undertake to take all measures necessary to comply with the rules on the avoidance of conflict of interest as referred to in Articles 7.5 and 8.15 par.(4) of the Regulation and of Chapter II section 2 of GEO 66/2011 with its subsequent amendments.
- (2) The Parties subject to the public law are required to comply with the provisions of the special legislation on certain measures to ensure transparency in the exercise of public powers and public functions.
- (3) In applying procurement procedures, PP is required to take all necessary measures to avoid situations likely to give rise to a conflict of interest, according to the legal provisions on procurement.
- (4) The Parties undertake to inform each other of any situation giving rise to, or likely to give rise to, a conflict of interest arising during the performance of the Agreement, within a maximum of 5 calendar days of being informed.
- (5) The Project Promoter and/or Project Partners are obliged to take all necessary measures to prevent or halt any situation of the nature of the conflict of interest that could compromise the objective and impartial execution of the Agreement and are responsible for it.
- (6) Each Party reserves the right to verify that these measures are appropriate and may request that additional measures be taken, if necessary, within a specified period. The Parties shall ensure that staff, the Management Board and their Directors are not in a situation which could give rise to a conflict of interests. Each Party shall immediately replace any member of its staff exposed to such a situation.

Art. 19 Termination of the Agreement

- (1) The Agreement shall cease *de jure*:
 - at the completion date laid down in article 2;
 - at the termination date, for any reason, of the Financing Contract.
- (2) The Agreement may terminate by unilateral cancellation/denunciation by the Project Promoter/Project Partners, as the case might be. The termination of the Agreement shall only take effect in relation to the Project Partner(s) which have been initiated and completed the procedure for unilateral cancellation/denunciation of the Agreement.

[to be completed by the parties with the actual termination/termination procedure, as appropriate]
- (3) Other case of cancellation of the Agreement:

[to be completed by the Parties]

Art. 20 Applicable law and dispute settlement

- (1) This Agreement and its interpretation shall be governed by Romanian law, Regulation EEA FM 2014-2021, Programme Agreement RO-Environment, Implementation Agreement and Financing Contract.
- (2) The Parties shall do everything possible to settle amicably any disagreement or dispute arising regarding the implementation of this Agreement. To that end, they shall communicate their positions in writing, within <to be filled in> days from the arising



dispute or the other Party's request.

- (3) Where the period referred to in paragraph (2) has expired, or if the attempt to reach an amicable solution has not resulted in an agreement within the period of <to be filled in> days from the first request, either Party may notify the other that it considers that the procedure has failed.
- (4) Where contractual divergences are not resolved amicably, the dispute shall be resolved by the competent courts of Romania.

Art. 21 Communication

- (1) For opposability against the Programme Operator, any communication between the Parties shall be in writing, by e-mail, fax, courier or registered letter with acknowledgment of receipt to the following addresses:
 - For the Project Promoter: - [to be completed by Parties]
 - For the Project Partner: - [to be completed by Parties]
- (2) Contact persons:
 - For the Project Promoter: - [to be completed by Parties]
 - For the Project Partner: - [to be completed by Parties]
- (3) Any written document must be recorded both on transmission as well as upon receipt.

Art.22 Other provisions

[The Parties may include any other provisions which they deem necessary, including in addition to the predefined articles in the standard format. The provisions added cannot derogate from the provisions of the legal framework applicable to the EEA FM 2014-2021, compulsory European Union and national legislation and the Project Contract. Examples of provisions that may be added by the parties: rights and responsibilities of the parties, description of the method of recovering the grant transferred by the Project Promoter to the partners, when the situation requires it, etc.]

Art.23 Final provisions

- (1) In the context of the Agreement, except where the context requires otherwise or an express contrary provision:
 - a) the words indicating the singular include the plural and the words indicating the plural include the singular;
 - b) the words indicating a genre include all genres;
 - c) the term "day" means a calendar day;
 - d) the calculation of the deadlines is performed [to be filled in by the Parties].
- (2) The Parties guarantee that the appointed representatives whose signatures appear below have been invested, at the date of signing this Agreement, with all legal powers to sign and execute this Partnership Agreement.
- (3) The clauses of the Financing Contract signed between the Project Promoter / leader and the Programme Operator will be applicable *mutatis mutandis* to the Partners.



This Partnership Agreement has been concluded and signed in < *Romanian language or Romanian and English language, as appropriate*>, today, [.....] in originals, one for each Party and one for the Programme Operator, all having the same legal value.

Project Promoter/leader	Name and position of persons authorized to sign	Signature and stamp (date, city/county)
Project Partner 1	Name and position of persons authorized to sign	Signature and stamp (date, city/county)
Project Partner 2	Name and position of persons authorized to sign	Signature and stamp (date, city/county)
.....		
Project Partner n	Name and position of persons authorized to sign	Signature and stamp (date, city/county)