



Programme funded by
the European Union



Romania-Republic of Moldova
ENI-CROSS BORDER COOPERATION

Agreement between Lead Beneficiary and Beneficiaries
Joint Operational Programme Romania-Republic of Moldova 2014-2020

PARTNERSHIP AGREEMENT¹

This Partnership Agreement is a legal document which formalizes the relationship between the Lead Beneficiary and the Beneficiaries stating mutual right, duties and responsibilities, provisions for sound technical and financial management and implementation of the project, as well as recovery of funds.

Having regard to:

- Regulation (EU) No 232/2014 of the European Parliament and of the Council of 11 March 2014 establishing a European Neighborhood Instrument
- Commission Implementing Regulation (EU) No 897/2014 of 18 August 2014 laying down specific provisions for the implementation of cross-border cooperation programmes financed under Regulation (EU) No 232/2014 of the European Parliament and the Council establishing a European Neighborhood Instrument ("Regulation no 897/2014"),
- REGULATION (EU) No 236/2014 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 March 2014 laying down common rules and procedures for the implementation of the Union's instruments for financing external action including all subsequent modifications and additions including all subsequent modifications and additions;
- The Joint Operational Programme Romania-Republic of Moldova 2014-2020, adopted by the European Commission through the Decision no. 9143/17.12.2015,
- Financing Agreement concluded between the Government of Republic of Moldova and the European Commission as of December, 2016;
- Guidelines for grant applicants for SOFT projects and any subsequent corrigenda, approved by the Joint Monitoring Committee;
- Procedure for the evaluation and approval of large infrastructure projects selected through direct award, if the case
- Grant contract for implementation of the project **"Cross-border cooperation on supporting and developing entrepreneurial skills of young people."**

¹This formal document may be modified and adjusted to the individual needs, the legal and administrative framework of the Beneficiaries to the project, however without any contradiction to the defined legal base set out below and to the call for proposals' documents.

Before the signature of the Grant Contract, the Partnership Agreement has to be signed by the Lead Beneficiary and the Beneficiaries and provided to the Joint Technical Secretariat. Failure to submit the PA within the above-mentioned deadline may cause the delay of the contract signature.

As this Partnership Agreement serves only as a model, there is no guarantee and no liability for completeness, correctness, up-to-datedness and full compatibility with EU and national law.

the following agreement is concluded between:

The Professional School of Cooperation, Romania, Botosani county, Botosani locality, hereinafter referred to as the "Lead Beneficiary", represented by Antoneta MOLOCEA - Director

and

Professional School, or. Glodeni, Republic of Moldova, Glodeni district, Glodeni locality, hereinafter referred to as the "Beneficiary 1", represented by Ala BODNARI - Director

for the implementation of the project "Cross-border cooperation on supporting and developing entrepreneurial skills of young people.", approved through Decision 82/15.05.2020 of by the Joint Monitoring Committee of the Joint Operational Programme Romania-Republic of Moldova 2014-2020.

§ 1 Subject of the agreement

- 1.1 The subject of this agreement is the set-up of a partnership in order to implement the project financed by the Joint Operational Programme Romania-Republic of Moldova 2014-2020, "Cross-border cooperation on supporting and developing entrepreneurial skills of young people." and to define the rules of procedure for the joint implementation of this project.
- 1.2 Through the present agreement, the parties establish their right and duties, the way of achieving their tasks and the relations between the Lead Beneficiary and the Beneficiaries, which shall apply in order to achieve the specific objectives, results and outputs of the above-mentioned project, including its contribution to the programme Results and Output.
- 1.3 The terms and conditions of the present express of will, which is constituted by the present agreement, are known and accepted by the Lead Beneficiary and all the Beneficiaries.
- 1.4 By means of this agreement, the parties acknowledged and agreed with the grant contract provisions and annexes, as communicated by the Lead Beneficiary, as well as with the grant amount and percentage from the total eligible costs of the project to be financed by the Managing Authority.
- 1.5 In case the project is not finalized during the implementation period as defined by Article 2.3 of the grant contract and depending on the category of non-achieved indicators (eg. contributing directly to the Programme indicators), the Lead Beneficiary and the Beneficiaries shall ensure funds from their own resources outside the project budget to finalize the project within a timeframe established between the Parties. The decision regarding the closure of the project will be taken in accordance with the relevant instructions/guidelines/manuals, which the Lead Beneficiary and Beneficiaries are obliged to observe.

§ 2 Duration of the agreement

- 2.1 The Partnership Agreement enters into force on the day the Grant contract enters to force and shall have the same validity period as the grant contract, namely five years from the date of payment of the balance for the programme.
- 2.2 The Partnership Agreement shall continue until all obligations of the Lead Beneficiary and

Beneficiaries as written in the Grant Contract are fulfilled.

§ 3 Division of tasks between the Beneficiaries

Activities to be implemented by the Lead Beneficiary and the Beneficiaries outputs, results and specific objectives to be achieved by the project, as well as management and information and communication arrangements are specified in the project Application form.

§ 4 Value of the project

The total value of the project is of 108,459.00 EUR, out of which:

- the total eligible value of the project is of 108,459.00 EUR
- ENI contribution is of 97,259.00 EUR and 89.67 %
- the own contribution of the Lead Beneficiary and Beneficiaries is of 11,200.00 EUR and 10.33 %

The distribution of the project budget between the Lead Beneficiary and the Beneficiaries is summarized in the table below:

Parties	Grant (ENI contribution) per beneficiaries		Own contribution per beneficiaries		Total budget per beneficiaries	
	EUR	% ²	EUR	% ³	EUR	%
Lead Beneficiary	64,971.00 EUR	66,80 %	7,500.00 EUR	66,96 %	72,471.00 EUR	66,82 %
Beneficiary 1	32,288.00 EUR	33,22 %	3,700.00 EUR	33,04 %	35,988.00 EUR	33,18 %
Total	97,259.00 EUR	100.00 %	11,200.00 EUR	100.00 %	108,459.00 EUR	100.00 %

§ 5 Payments

5.1 Financial identifications for the project special accounts

- a) In order to receive and make payments for the project implementation, the Lead Beneficiary shall provide to the Joint Technical Secretariat with the financial identifications of the accounts in EUR and in the national currency, opened by all the beneficiaries, to be used for the financial management of their part of the project budget.
- b) The financial identifications must be provided as originals.
- c) All payments shall be done in EUR.

5.2 Transfer of the pre-financing installment

The transfer of the pre-financing installment shall be made by the Lead Beneficiary to the Beneficiaries no later than **20 calendar days** from the day when the pre-financing installment is paid by the Managing Authority (MA) in the account of the Lead Beneficiary.

5.3 Further transfers of funds

- a) Following the individual payment requests submitted by the Beneficiaries, the Lead Beneficiary is responsible for transferring funds to the accounts of the Beneficiaries in an

² Calculated as percentage of the total grant received by the project

³ Calculated as percentage of the total co-financing to be ensured by the project

appropriate amount, according to the request for payment approved by the Managing Authority.

- b) In this respect, the Lead Beneficiary must inform the Beneficiaries that he has the intention to submit a collective request for payment to the Managing Authority/JTS, in due time to allow them to prepare their individual requests for pre-financing payment.
- c) The basis to submit to the Managing Authority any collective (interim/ final) request for payment is that every individual payment request submitted by the Beneficiaries to the Lead Beneficiary is accompanied by the corresponding report on expenditure verification, conforming to the instructions of the MA, issued by a controller appointed in accordance with the control system established at national level.
- d) In this respect, the Lead Beneficiary and all Beneficiaries must present their documents to the controllers. Based on the technical and financial reports drafted by the Lead Beneficiary and the Beneficiaries, and the corresponding evidence, each controller verifies whether the costs declared are eligible, as well as the interest from the grant and issues an expenditure verification report conforming to the instructions of the MA.
- e) The Lead Beneficiary and the Beneficiaries grant the controllers all access rights necessary for the verification.
- f) The expenditure verification report accompanying a request for payment of the final balance covers all expenditures not covered by any previous expenditure verification report.
- g) In case the Lead Beneficiary does not receive from one or more Beneficiaries the individual payment request(s) accompanied by the corresponding expenditure verification report(s), it may nevertheless submit the interim payment request provided that there is proper justification analysed and approved ex-ante by the MA. In such situation, MA will reduce the interim pre-financing with the corresponding share(s) of grant pertaining to the Beneficiary(ies) who failed to submit the individual payment request(s).
- h) In case of projects including an infrastructure, the Beneficiary(ies) must submit to the Lead Beneficiary within **6 months** from the start date of implementation, but no later than submission of the individual interim payment request, the feasibility study(ies) or equivalent, the building permit(s) and any other execution details, consents, approvals, authorizations and agreements requested by the national laws of the respective country and mandatory to begin execution of the infrastructure, in English translation, as photocopies certified "According to the original". In the absence of the above mentioned documents, the payment of the interim instalment will not be made to the Lead Beneficiary and the grant Contract may be terminated by the MA. (*provision available only for SOFT projects with an infrastructure component*).
- i) The transfer of funds to the Beneficiaries must be done without any delay, in due time to allow smooth implementation of the project, only in the EUR accounts indicated in the Financial Identifications provided by the Beneficiaries, no later than **20 calendar days** from the day the payment is made by the Managing Authority (MA) in the account of the Lead Beneficiary. If the Lead Beneficiary considers that the transfer should not be done to one or more Beneficiaries, either because the EU funds could be jeopardized, or because the contract was/is breached by the Beneficiary/Beneficiaries concerned, it shall consult the MA accordingly.
- j) If exceptional circumstances occur, the MA may retain the payment to the Lead Beneficiary or request the Lead Beneficiary to retain the payment to the Beneficiary(ies). The MA shall make each payment under the condition of availability of funds.
- k) The Lead Beneficiary is responsible to check with the Beneficiaries and periodically inform the MA that co-financing for the project is provided as it was committed within the present agreement.

§ 6 Rights and obligations of the Lead Beneficiary

6.1 Communication with the management structures of the programme

- a) The Lead Beneficiary is the intermediary for all communications between the Beneficiaries and the MA/JTS. Notwithstanding this provision, the MA/JTS may address directly any of the Beneficiaries if the circumstances so require, with copy to the Lead Beneficiary.
- b) The Lead Beneficiary is obliged to make available to the other Beneficiaries, both in paper and electronic form, all documents, information, instructions, recommendations etc. received from the MA/JTS that are relevant and necessary for the implementation of their activities or the execution of the grant contract.
- c) At any time, the Beneficiaries may request the Lead Beneficiary to contact the MA/JTS for clarifications or information necessary for correct implementation of their part of the Project. In such cases, the Beneficiaries must transmit to the Lead Beneficiary all relevant information and documents necessary to support the request, and the Lead Beneficiary must pass on this request to the MA/JTS without any delay.
- d) The Lead Beneficiary shall inform the Beneficiaries without delay about any audits, checks, monitoring or evaluation missions, including about documents, accounts, evidence etc. required to be available for the respective verifications

6.2 The grant contract

- a) In 10 calendar days after the contract signature, the Lead Beneficiary is responsible to provide to all the Beneficiaries a copy of the contract, including its annexes. The Beneficiaries must confirm in writing to the Lead Beneficiary the receipt of the contract and the annexes thereto.
- b) The Lead Beneficiary must obtain the agreement of the Beneficiaries before initiating any modification of the grant contract.
- c) The agreement of every Beneficiary must be expressed in writing and attached to any request for modification of the grant contract, forwarded by the Lead Beneficiary to the MA/JTS.

6.3 Implementation of the grant contract

- a) The Lead Beneficiary may not delegate any, or part of, his tasks to the Beneficiaries or other entities.
- b) The Lead Beneficiary assumes responsibility for ensuring implementation of the entire project, respectively monitor and ensure that the entire project is implemented in accordance with the grant Contract, the Guidelines for Grant Applicants/LIP Procedure, the Programme and the applicable EU and national legislation, and ensure coordination with all Beneficiaries in its implementation.
- c) The Lead Beneficiary is responsible for the correct management of ENI amounts, according to the provisions of the grant contract and of the present agreement. To this end, it shall have access to all the relevant places/documentation, which it shall use exclusively to verify the conformity of the implementation with the grant contract/the correct management of the ENPI amounts.
- d) The Lead Beneficiary ensures the timely start of the project implementation and that it is entirely implemented in due time and according to the obligations provided by the grant contract.
- e) Before the grant contract signature, until the on-site visit to take place, the Lead Beneficiary must verify by any means that the information provided by the Beneficiaries within the grant application form is real and accurate (e.g. availability of material, human and financial inputs

to be provided to the project), as well as any other information concerning the Beneficiaries and mentioned within the grant application form.

- f) The Lead Beneficiary is responsible to monitor and verify the progress of Project outputs, results and specific objectives during implementation including its stated contribution to programme Results and Outputs. Also, it is responsible to monitor and verify during implementation or after the payment of the final balance as required, the sustainability arrangements described in the project and imposed by the contract and promptly inform the MA on any deviation.
- g) The Lead Beneficiary is responsible to implement the activities established with the Beneficiaries, necessary for full technical and financial implementation of project targets, as foreseen in the grant contract.
- h) The Lead Beneficiary is the sole recipient, on behalf of all of the Beneficiaries, of the payments from the MA. The Lead Beneficiary shall ensure that the appropriate payments are then made to the Beneficiaries without delay and in full accordance with the arrangements laid down in this Agreement. No amount shall be deducted or withheld and no specific charge with equivalent effect shall be levied that would reduce those amounts for the Beneficiaries. Notwithstanding the provisions of this paragraph, the provisions of Article 5.4.k shall apply.
- i) The Lead Beneficiary notifies the MA/JTS of any change in the legal, financial, technical, organizational or ownership situation of the Lead Beneficiary or of any of the Beneficiaries affecting project's implementation, as well as, of any change in the name, address or legal representative of the Lead Beneficiary or of any of the Beneficiaries.
- j) The Lead Beneficiary shall notify the MA regarding any events that may result in delays in the implementation of the project and/or that may affect the budget, regardless if he discovers these events on its own or if other Beneficiaries inform him on these aspects.
- k) The Lead Beneficiary is responsible together with all the Beneficiaries for supplying and uploading into EMS ENI electronic system of the Programme all the documents and information related to project's implementation according to MA/JTS instructions, in particular reports, modification requests and the requests for payment. Where information from the Beneficiaries is required, the Lead Beneficiary shall be responsible for obtaining, verifying and consolidating this information before passing it on to the MA/ JTS.

6.4 Reporting

- a) The Lead Beneficiary collects all documents from the Beneficiaries in order to complete the technical and financial interim / final implementation report, the six (6) months (for regular projects) /4 months for LIPs progress reports, requests for payments, and all other necessary documents, and notifies the Beneficiaries about the deadlines for submitting them to JTS/MA.
- b) The Lead Beneficiary requests any information and additional documents from the Beneficiaries, necessary for drafting the documents requested by the MA/JTS. The Lead Beneficiary has the obligation to mention in the request the deadline for the Beneficiaries.
- c) The Lead Beneficiary shall send periodically, to each Beneficiary, copies of the reports submitted to the JTS/MA, and also the action plans and recommendations following analysis of these reports by the JTS/MA, and shall inform them regarding the relevant communications with the implementing bodies of the programme.
- d) The Lead Beneficiary ensures the correctness of the technical and financial interim / final implementation report, of the six (6) for standard projects /4 months for LIPs months progress reports, requests for payments, and all documents drawn up by the Beneficiaries and verifies that the expenditure presented by the Beneficiaries has been examined in accordance to the MA instructions.
- e) The Lead Beneficiary ensures that the expenditure presented by the Beneficiaries has been

incurred for the purpose of implementing the project and corresponds to the activities set in the grant contract.

- f) The Lead Beneficiary informs all the Beneficiaries regarding the approval of the technical and financial interim report / final implementation report and requests for payment.
- g) In case of a project including an infrastructure component, the Lead Beneficiary together with the Beneficiaries shall submit annually reports on ensuring the sustainability aspects as indicated in the Application form and/or as recommended by any monitoring missions for a period of five years starting from the first year following the payment date of the final balance to the project. The annual deadline for submission of the above mentioned reports is of maximum 30 days from the day and month of the payment of the final balance to the project.
- h) The Lead Beneficiary is responsible for keep track of the project activities, of the amounts received from the MA and of the transfers to the Beneficiaries, and is also responsible for ensuring that measures recommended by JTS/MA to improve project implementation are executed within the deadlines.
- i) The Lead Beneficiary must notify all Beneficiaries regarding any situation that may lead to the temporary or permanent impossibility or to any other drawback in the implementation of the action.

6.5 Monitoring on-site visits

- a) The Lead Beneficiary shall centralize evidence of the activities performed by all the Beneficiaries to be presented during monitoring on-site visits, as requested.
- b) Following the on-site visits, the Lead Beneficiary shall send to each Beneficiary copies of the site-visit reports, and is responsible for ensuring that measures recommended by JTS/MA to improve project implementation are executed within the deadlines.

6.6 Irregularities

- a) In case an irregularity is discovered, the Lead Beneficiary shall communicate to all Beneficiaries to take all the necessary measures for eliminating or diminishing the consequences on the implementation of the project, no later than in 3 working days from the date of discovering the irregularity.
- b) For the irregularities committed by a Beneficiary, the Lead Beneficiary is entitled to turn against the Beneficiary for the amounts paid to the MA, through any legal means of action.
- c) The Lead Beneficiary is obliged to return the amounts inappropriately used considering their intended use, without respecting the binding procedures, and unduly paid, within the period and upon conditions specified by the Managing Authority.
- d) The Lead Beneficiary ensures that all Beneficiaries implement the measures included in the action plan resulted from the audit missions of the European Commission, the European Anti-Fraud Office, the European Court of Auditors, the Managing Authority, Joint Technical Secretariat, and any controller or external auditor, at the stipulated deadlines.

§ 7 Rights and obligations of the Beneficiaries

7.1 Communication with the Lead Beneficiary

- a) The Beneficiaries have the obligation to respond to any request of the Lead Beneficiary in the deadline stipulated in the respective request.
- b) The Beneficiaries ensure that all information to be provided and requests made are sent via the Lead Beneficiary to the MA/JTS, except for the cases where the MA/JTS sends requests directly to the Beneficiaries; in these cases, the Beneficiaries shall address directly to the

MA/JTS, with copy to the Lead Beneficiary;

- c) The Beneficiaries agree upon appropriate internal arrangements for the internal coordination for any matter concerning the grant Contract and this Agreement, consistent with the provisions of the grant Contract and of this Agreement and in compliance with the applicable legislation(s);
- d) The Beneficiaries shall inform the Lead Beneficiary on the upcoming major project events with sufficient time before, but not less than 10 days prior to carrying out the event;
- e) Each Beneficiary agrees upon the processing of their personal data for monitoring, control, promotion and evaluation of the Programme purposes.

7.2 Implementation of the grant contract

- a) The Beneficiaries carry out the project jointly and severally vis-a-vis the MA taking all necessary measures to ensure that the project is implemented in accordance with the grant Contract, including the Description of the project in Annex I of the Contract, the Guidelines for Grant Applicants, the Programme and the EU and national legislation applicable and this Agreement. To this purpose, the Beneficiaries shall implement the project with due care, transparency and diligence, in line with the principle of sound financial management and shall involve all the financial, human and material resources required for implementation of their part of the project as specified in the Description of the project;
- b) The Beneficiaries understand and agree that, for the sound implementation of the project, the MA, either directly or through the JTS, may issue mandatory instructions, guidelines, and manuals.
- c) The Beneficiaries are responsible for complying with any obligation incumbent on them from the grant Contract and this Agreement jointly or individually. In this respect, the Beneficiaries shall be legally and financially responsible for the activities that they are implementing and for the share of the Union funds that they receive.
- d) The Beneficiaries commit themselves to ensure their own contribution and the non-eligible expenditures, as well as to ensure the temporary availability of funds for the proper implementation of the project between the payments from the programme.
- e) The Beneficiaries must periodically inform the Lead Beneficiary about the co-financing provided and spent during the project implementation.
- f) The Beneficiaries shall comply with the national and European legislation in general and especially on public procurement, state aid, equal opportunities, sustainable development, and environmental protection.
- g) The Beneficiaries must notify the Lead Beneficiary regarding any situation that may lead to the temporary or permanent impossibility or to any other drawback in the implementation of the action in maximum 3 working days from the event.
- h) The Beneficiaries shall ensure that they have all rights to use any pre-existing intellectual property rights necessary to implement the grant Contract.
- i) The Beneficiaries shall grant the MA/ JTS, the National Authorities of the countries participating in the Programme and the European Commission the right to use freely and as they see fit, and in particular, to store, modify, translate, display, reproduce by any technical procedure, publish or communicate by any medium all documents deriving from the project whatever their form, provided it does not thereby breach existing industrial and intellectual property rights.
- j) The Beneficiaries shall allow verifications to be carried out by the Audit Authority, the European Commission, the European Anti-Fraud Office, the European Court of Auditors, the national authorities in the countries participating in the Programme, the MA/ JTS and any bodies / entities authorized by the MA or the above mentioned institutions and bodies that

may exercise their power of control concerning premises, documents and information irrespective of the medium in which they are stored. The Beneficiaries have to take all steps to facilitate their work.

- k) The verifications described above shall also apply to the activities of contractors, subcontractors and any recipient of financial support who have received Union financing. To this end, each Beneficiary shall ensure, through contractual provisions and any other means at their disposal, that these persons are legally bound by the same obligations as the Beneficiaries toward the Audit Authority, the European Commission, the European Anti-Fraud Office, the European Court of Auditors, the national authorities in the countries participating in the Programme/control contact point, the MA/ JTS and any bodies / entities authorized by the MA or the above mentioned institutions and bodies, and that its own documentation can remedy any shortcoming to the effective enforcement of the said obligations.
- l) The Beneficiaries shall allow (subject to the observance of the grant contract provisions) the entities mentioned above to:
 - a) access the sites and locations at which the project is implemented;
 - b) examine its accounting and information systems, documents and databases concerning the technical and financial management of the project;
 - c) take copies of documents;
 - d) carry out on-the-spot-checks;
 - e) conduct a full audit on the basis of all accounting documents and any other document relevant to the financing of the project. Additionally, the European Anti-Fraud Office shall be allowed to carry out on-the-spot checks and inspections in accordance with the procedures laid down by the European Union legislation for the protection of the financial interests of the European Union against fraud and other irregularities.
- m) The Beneficiaries understand and agree that the MA may set up a Steering Committee comprising, inter alia, members of the MA, JTS, National Authorities and Beneficiaries. The Beneficiaries understand and agree that the Steering Committee may issue recommendations for the sound implementation of the grant contract. Moreover, the Beneficiaries understand and agree to nominate at least one person to participate at the Steering Committee meetings upon the MA/JTS request. (*provision available only for LIPs, HARD projects, and SOFT projects with an infrastructure component*).
- n) The Beneficiaries shall participate to the programme events and mandatorily to the trainings organized by the programme bodies.

7.3 Procurement rules

- a) If the Beneficiaries have to conclude procurement contracts with contractors in order to carry out certain project activities, they shall respect the procurement rules set out in Regulation no 897/2014.
- b) Contracting authorities or contracting entities (within the meaning of the Union legislation applicable to procurement procedures) in Member States, shall apply national laws, regulations and administrative provisions adopted in connection with Union legislation, as laid down in Article 52.1 of the Regulation no 897/2014.
- c) In all other cases, the public or private beneficiaries shall apply the provisions set out in Articles 52.2 to 56 of the Regulation no 897/2014, supplemented by:
 - i) the Lead Beneficiaries / Beneficiaries established in the Republic of Moldova shall apply the provisions of the Procurement and grants for European Union external actions (PRAG), including templates and details related to each type of procedures (mainly PRAG chapters 2, 3, 4, 5 and 8), in force at the moment of the launch of the call for proposals available at <http://ec.europa.eu/europeaid/prag/> and <http://ec.europa.eu/europeaid/prag/annexes.do>, respectively;
 - ii) the Lead Beneficiaries / Beneficiaries established in the Republic of Moldova may apply the provisions of the national procurement law, for costs mentioned at Articles 8.1.k)

and 8.1.j) of the Contract. For all other costs mentioned at Article 8 of the Contract, the provisions of Article 7.3.c.i) above shall apply;

- iii) the Lead Beneficiaries / Beneficiaries which are not contracting authorities or contracting entities within the meaning of the Union legislation applicable to procurement procedures, established in Romania, shall apply the provisions of the *Procurement and grants for European Union external actions* (PRAG), including templates and details related to each type of procedures (mainly PRAG chapters 2, 3, 4, 5 and 8), in force at the moment of the launch of the call for proposals, available at <http://ec.europa.eu/europeaid/prag/>, and <http://ec.europa.eu/europeaid/prag/annexes.do>, respectively.
- d) In all cases, whether the national procurement laws or PRAG provisions are applied, depending of the type of procurement procedure, the provisions regarding publication, foreseen by Articles 53 to 55 of the Commission Implementing Regulation no 897/2014, shall prevail. In this respect, the Lead Beneficiary/Beneficiaries must submit the procurement notice for publication on the programme webpage to the Joint Technical Secretariat in electronic form at least 15 days before the intended date of publication and must arrange simultaneous publication of identical procurement notices in any other appropriate media directly.
- e) In all cases, the rules on nationality and origin set out in Articles 8 and 9 of Regulation (EU) no.236/2014 including all subsequent modifications and additions shall apply.
- f) The Lead Beneficiaries and the Beneficiaries shall ensure that the conditions applicable to them under Articles 7, 10, 11, 13, 14, 20, 21 and 23 of the grant contract are also applicable to contractors awarded a procurement contract.

7.4 Reporting

- a) Each Beneficiary must submit to the Lead Beneficiary all the data and documents necessary for drafting specific documents requested by the MA/JTS or other implementing bodies of the programme. Therefore, the Beneficiaries must forward to the Lead Beneficiary the data needed to draw up the reports, financial statements and other information or documents required by the grant Contract and the Annexes thereto and this Agreement, as well as any information needed in the event of audits, checks, monitoring missions or evaluations within the deadline requested by the Lead Beneficiary;
- b) The Beneficiaries support the Lead Beneficiary in drawing up technical and financial interim/final implementation report, the six (6) (in case of standard projects)/four (4) months (in case of LIPs) progress reports, submit the requests for payments and provide any necessary data, documents and evidences within the deadline established by the Lead Beneficiary.
- c) The Beneficiaries must send to the Lead Beneficiary in due time the corresponding reports for their share of the project, according to the calendar agreed with the Lead Beneficiary. The reports must be issued in English and signed by the legal representative of the Beneficiary. Reports shall be submitted in euro. For the purpose of reporting, conversion into euro shall be made by each Beneficiary using the monthly accounting exchange rate of the European Commission of the month during which the expenditure was submitted for verification.
- d) The Beneficiaries must present the original documents related to the expenditures incurred and paid during the reporting period, and bearing the project code to the controller and then submit the technical and financial reports and the expenditure verification report to the Lead Beneficiary, for centralization, no later than 5 working days before the deadline for submitting the requests for payments to the JTS.
- e) The Beneficiaries shall ensure the necessary IT equipment and proper internet connection in order to communicate with the Programme in a proper manner.
- f) The Beneficiaries must upload data into the EMS ENI electronic system of the Programme in

accordance with the MA/JTS instructions.

- g) In case of a project including an infrastructure component, the Beneficiaries shall provide to the MA/JTS, via the Lead Beneficiary, all required information related to ensuring the sustainability aspects as indicated in the Application form and/or as recommended by any monitoring missions within the deadline set by the Lead Beneficiary.
- h) The MA/JTS may request additional information at any time. The Lead Beneficiary shall provide this information within the deadline stipulated by the request, but not later than 30 days of the request. The Beneficiaries undertake to provide the Lead Beneficiary with all required information within the deadline stipulated by the request of the Lead Beneficiary. Moreover, the Beneficiaries shall facilitate meetings, interviews, surveys etc. with or within the project target groups/final beneficiaries/main stakeholders at the request of the MA/JTS.
- i) The Beneficiaries shall implement with due care and within the deadlines the measures recommended by JTS/MA in the action plans.

7.5 Monitoring on-site visits

- a) The Beneficiaries shall make available all documents required for the audit, control or evaluation, provide necessary information and give access to their premises. Beneficiaries shall keep all records, accounting and supporting documents related to the grant Contract for five years following the payment of the balance of the Programme, and in any case until any on-going audit, verification, appeal, litigation or pursuit of claim has been disposed of. They shall be easily accessible and filed so as to facilitate their examination and the Beneficiaries shall inform the MA/JTS, via the Lead Beneficiary, of their precise location upon request. All the supporting documents shall be available in the original form and in electronic form if so requested.
- b) In case one of the Beneficiaries drops out of the partnership, all the documents related to the project must be sent in original to the Lead Beneficiary, for future controls.
- c) The Beneficiaries must implement the measures included in the action plan, at the stipulated deadlines, as set by the Lead Beneficiary/MA, according to the recommendations resulted from the audit missions of the European Commission, the European Anti-Fraud Office, the European Court of Auditors, the Managing Authority, Joint Technical Secretariat, and any controller or external auditor.
- d) The Beneficiaries are responsible to provide the Lead Beneficiary with evidence of the activities performed, to be presented during monitoring on-site visits, as requested.
- e) The Beneficiaries shall ensure access to their premises and documents if they are notified that monitoring on-site visit will take place at the locations where the project is implemented.
- f) The Beneficiaries shall support the JTS/MA and EC in performing the results oriented missions, including, but not limited to, by providing/ensuring the provision of all the information required within the deadlines requested.

7.6 Irregularities and administrative and financial penalties

- a) All Beneficiaries understand that the MA is entitled to verify and to control the proper use of funds by the Lead Beneficiary or by the Beneficiaries. The verifications to be carried out by JTS/MA shall cover administrative, financial, technical and physical aspects of the project, as appropriate. The JTS/MA shall be responsible for the control of the proper use of funds by the Lead Beneficiary or by the Beneficiaries, by preventing, detecting and correcting irregularities and recovering amounts unduly paid, together with interest on late payments where appropriate.
- b) Each Beneficiary is liable for any irregularities found in implementation of the Project tasks specified for a given Beneficiary in the Application Form and for any administrative sanctions

and/or financial penalties imposed by the MA in connection with individual or systemic irregularities detected in the project. For the irregularities committed by a Beneficiary, the Lead Beneficiary has the right to turn against the respective Beneficiary, by any legal means, in order to recover the amounts paid to the MA.

- c) Any extra payment done by the Lead Beneficiary to a Beneficiary is considered unduly paid amount, and the Beneficiary has to repay the respective amounts in 30 days from the receiving date of the notification from the Lead Beneficiary. The bank charges resulted from reimbursing the unduly paid amounts are borne exclusively by the Beneficiary.
- d) Each Beneficiary, including the Lead Beneficiary, shall be responsible to the other Beneficiaries and shall pay for the damages resulted from not respecting the tasks and obligations established by the present agreement.
- e) Each Beneficiary is responsible for the damages caused to third parties from its own fault during the implementation of the project.
- f) For irregularities discovered after payment of the final balance, the Beneficiaries may repay the due amounts directly to the MA, notifying the Lead Beneficiary about this option.
- g) In case the project includes an infrastructure component if, within 5 (five) years from the project closure, the Beneficiaries responsible to execute the respective infrastructure make substantial changes affecting the project nature, objectives or implementation conditions which would result in undermining its original objectives, the Lead Beneficiary shall repay to the MA the ENI grant, in proportion to the period for which the requirement has not been fulfilled. Afterwards, the Lead Beneficiary is entitled to turn against the respective Beneficiaries, by any legal means, in order to recover the amounts paid to the MA. (only for LIPs, HARD and SOFT projects with infrastructure)
- h) In case the project is not finalized during the implementation period, and depending on the category of non-achieved indicators e.g. directly contributing to Programme indicators, the Lead Beneficiary and the Beneficiaries shall ensure funds from their own resources outside the project budget to finalize the project within a timeframe agreed with the MA.
- i) Financial corrections are to be applied by the MA if the Lead Beneficiary and/or Beneficiaries do not/only partially achieve the project indicators, depending on their category e.g. directly contributing to Programme indicators. The financial corrections shall be applied according to the specific procedure approved by the JMC and communicated upon the signature of the grant contract.

7.7 Accounts

- a) The Beneficiaries shall keep accurate and regular accounts of the implementation of the project using an appropriate accounting and double-entry book-keeping system. The accounts:
 - i) may be an integrated part of or an adjunct to the Beneficiaries' regular system;
 - ii) shall comply with the accounting and book-keeping policies and rules that apply in the country concerned;
 - iii) shall enable revenue and expenditure relating to the project to be easily traced, identified and verified.
- b) The Beneficiaries shall ensure that any financial report can be properly and easily reconciled to the accounting and book-keeping system and to the underlying accounting and other relevant records. For this purpose the Beneficiaries shall prepare and keep appropriate reconciliations, supporting schedules, analyses and breakdowns for inspection and verification.

7.8 Record keeping

- a) The Beneficiaries shall keep all records, accounting and supporting documents related to this Contract for five years following the payment of the balance of the Programme, and in any case until any on-going audit, verification, appeal, litigation or pursuit of claim has been disposed of. They shall be easily accessible and filed so as to facilitate their examination and the Lead Beneficiary and the Beneficiaries shall inform the MA/ JTS of their precise location upon request.
- b) All the supporting documents shall be available in the original form and in electronic form if so requested.
- c) The documents referred to in this paragraph include:
 - i) Accounting records (computerized or manual) from the Lead Beneficiary and the Beneficiaries' accounting system such as general ledger, sub-ledgers and analytical accounting sheet, cash flow statement and payroll accounts, fixed assets registers and other relevant accounting information;
 - ii) Proof of procurement procedures such as tendering documents, bids from tenderers and evaluation reports;
 - iii) Proof of commitments such as contracts and order forms;
 - iv) Proof of delivery of services such as approved reports, time sheets, transport tickets, proof of attending seminars, conferences and training courses (including relevant documentation and material obtained, certificates) etc., documents proving the organization of meetings, invitations, agenda, minutes, list of participants;
 - v) Proof of receipt of goods such as delivery slips from suppliers;
 - vi) Proof of completion of works, such as acceptance certificates, tangible results of services, studies, publications;
 - vii) Proof of purchase such as invoices and receipts, proof of delivery of services or good;
 - viii) Proof of payment such as bank statements, debit notices, proof of settlement by the contractor;
 - ix) Proof that taxes and/or VAT that have been paid cannot actually be reclaimed;
 - x) For fuel and oil expenses, a summary list of the distance covered, the average consumption of the vehicles used, fuel costs and maintenance costs;
 - xi) Staff and payroll records such as contracts, salary statements, time sheets and any other documents related to the remuneration paid.

§ 8 Recovery of funds

- 8.1 If recovery is justified under the applicable procedure, including where the award procedure or performance of the project is vitiated by substantial errors including infringement of State Aid rules or irregularities or by fraud attributable to the Beneficiaries or if any amount is unduly paid to the Beneficiaries or if any amount paid by to the Beneficiary falls under the state aid rules, the Beneficiaries undertake to reimburse these funds, respectively in part or in whole, together with interest, on terms and in the deadlines and the account indicated by the Lead Beneficiary.
- 8.2 In case the Beneficiaries did not perform the reimbursement when due, as referred in point 8.1, the Lead Beneficiary shall undertake actions aiming to recover the amounts, including initiating the legal proceeding. The costs of actions aimed to recover the amount shall be borne by the Beneficiaries.
- 8.3 The interest referred to in point 8.1 shall be calculated as those for tax liabilities and charged the day the grant transfer referred in point 8.1 was transferred to the Beneficiary's account.

- 8.4 Notwithstanding the provisions of point 8.3 above, if necessary, the European Commission, the Member State or the CBC partner country where the concerned Beneficiary is established may proceed themselves to the recovery by any means from the respective Beneficiary.
- 8.5 Amounts to be repaid to the MA may be offset against amounts of any kind due to the Beneficiaries, after informing them accordingly.

§ 9 Visibility

- 9.1 The Lead Beneficiary and the Beneficiaries must take all necessary steps to publicize the fact that the European Union has financed or co-financed the project through the European Neighborhood Instrument. Such measures must comply with the Communication and Visibility Manual of the Joint Operational Programme Romania – Republic of Moldova 2014-2020.
- 9.2 The Lead Beneficiary and the Beneficiaries shall publish the information on the project and the produced outputs and results, where available, on their and/ or the project website.
- 9.3 The Beneficiaries shall mention the project and the ENI - EU's financial contribution in information or materials given to the target groups, final beneficiaries, stakeholders, the general public, in their internal and annual reports, and in any dealings with the media. They shall display the EU flag and the Programme logo wherever appropriate.
- 9.4 Any written material or publication of the Beneficiaries concerning the project, including those used/ distributed during project meetings and events must specify that the project has received ENI/EU funding. Any publication by the Beneficiaries, in whatever form and by whatever medium, including the internet, must include the following statement: "This document has been produced with the financial assistance of the European Union. The contents of this document are the sole responsibility of **The Professional School of Cooperation and Professional School, or. Glodeni** and can under no circumstances be regarded as reflecting the position of the European Union."
- 9.5 The Lead Beneficiary and the Beneficiaries shall make public upon request and authorize the MA and the European Commission to make public and/or publish at least, but not limited at, their name and address, nationality, project name, project summary, the grant received, duration, and geographical coverage, the total eligible expenditure and the maximum amount of the grant and rate of funding of the project's costs.

§ 10 Confidentiality

- 10.1 The Lead Beneficiary and the Beneficiaries undertake to preserve the confidentiality of any information, notwithstanding its form, disclosed in writing or orally in relation to the implementation of this Agreement and communicated to them in confidence until the end of the validity period of the Agreement and the grant contract. The release of information to persons involved in implementing/ verifying/ controlling/ auditing the project shall be performed on confidential basis and shall cover the information that is necessary for implementing the project.
- 10.2 As an exception from the rule provided in the previous paragraph, the data used for visibility purposes, for informing on and promoting the use of ENI funds, shall not be considered as having confidential status.
- 10.3 Notwithstanding the obligations set forth by this Contract and its Annexes concerning providing the information and documents required by the authorized institutions/ departments in order to perform audit and control activities, the Parties hereby undertake to preserve the confidential nature of the Personal Data, according to the provisions of Directive (EU) 2016/680 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data by

competent authorities for the purposes of the prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties, and on the free movement of such data, and repealing Council Framework Decision 2008/977/JHA of the Council and according to the provisions of the Regulation No 679 of 27 April 2016 on the protection of natural persons 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).

- 10.4 The Lead Beneficiary and the Beneficiaries shall not use confidential information for any aim other than fulfilling their obligations under this Agreement and the grant Contract unless otherwise agreed with the MA.

§ 11 Conflict of interests

- 11.1 In the present agreement, the conflict of interest shall mean any situation where there is a divergence between the fulfilment of responsibilities under this Agreement and the grant Contract by the Parties and the private interest of the persons involved in the project, which may adversely affect the impartial and objective exercise of the functions of any person involved in the implementation/verification/control/audit of the project, for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with another person.
- 11.2 The Lead Beneficiary and the Beneficiaries undertake to take all necessary precautions to avoid conflicts of interests and shall inform the Lead Beneficiary without delay of any situation constituting or likely to lead to any such conflict, in up to 5 (five) days from finding out, on any circumstances that have generated or may generate such a conflict. The respective Beneficiary shall solve the conflict of interest within 30 days from the notification of any such situation without requiring any compensation from the Lead Beneficiary. Any conflict of interests that arises during the implementation of the project shall be immediately notified by the Lead Beneficiary to the JTS and MA, which reserves the right to verify such circumstances and take the necessary measures, where necessary.
- 11.3 The Lead Beneficiary and the Beneficiaries shall ensure that their staffs, including their management, are not placed in a situation which could give rise to conflict of interests. The Lead Beneficiary and the Beneficiaries shall replace, immediately and without compensation from the MA, any member of their staff in such a situation.
- 11.4 The Lead Beneficiary and the Beneficiaries shall respect human rights and applicable environmental legislation including multilateral environmental agreements, as well as internationally agreed core labor standards.

§ 12 Applicable Law and Dispute Settlement

- 12.1 The governing law for this Agreement is the national law of the Lead Beneficiary.
- 12.2 In case of disputes between the parties related to interpretation or implementation of the present Partnership Agreement, they will try to solve them by mediations. To this aim each Beneficiary will appoint one independent mediator. The tasks of the mediators' team will include preparation within one-month from the creation of the team, a solution to the dispute.
- 12.3 If all Beneficiaries do not accept the solutions proposed by the mediators, the dispute will be subject to the general court competent for the office of the Lead Beneficiary.

§ 13 Force majeure

- 13.1 According to the present agreement, the "force majeure" represents any unforeseeable

events, not within the control of either party to this Contract and which by the exercise of due diligence neither party is able to overcome such as strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosion. A decision of the European Union to suspend the cooperation with the partner country is considered to be a case of force majeure when it implies suspending funding under the grant Contract.

- 13.2 The Beneficiary that invokes "force majeure" has the obligation to notify the other Beneficiaries within 5 days from the date the case of "force majeure" is installed and to prove the existence of this situation within 15 days. In case the "force majeure" stops, the event must be notified to the other parties within 5 days stating the nature, probable duration and foreseeable effects of the problem, and take any measure to minimize possible damage.
- 13.3 If the notification procedure is not respected, the responsible Beneficiary shall cover all costs.
- 13.4 The execution of the grant contract is suspended during the period of "force majeure".

§ 14 Protection of personal data

- 14.1 The Lead Beneficiary and the Beneficiaries will have the right of access to their personal data and the right to rectify any such data. If the Lead Beneficiary and the Beneficiaries have any queries concerning the processing of personal data, they shall address them to the MA.
- 14.2 The Lead Beneficiary and the Beneficiaries shall limit access and use of personal data to that strictly necessary for the performance, management and monitoring of the Contract and shall adopt all appropriate technical and organizational security measures necessary to preserve the strictest confidentiality and limit access to this data.
- 14.3 Personal Data collection, processing and storage shall be performed according to the provisions of the Regulation No 679/2016 for the purpose of project implementation and monitoring, fulfilment of its objectives, as well as statistical purpose.
- 14.4 The Beneficiaries shall take appropriate technical and organizational actions, according to their own responsibilities and institutional competencies, in order to ensure a proper Personal Data security level, during their processing and re-processing, their transfer to third-parties and publishing on internal or external public sources.
- 14.5 The Beneficiaries shall ensure, according to their own responsibilities and institutional competencies, all the technical and organizational conditions to preserve the confidentiality, integrity and availability of Personal Data.
- 14.6 The Beneficiaries shall inform and notify each-other about any security breaches regarding the processing of Personal Data related to this contract, in order to be urgently adopted the required technical and organizational actions and to be notified the Romanian National Supervisory Authority for Personal Data Processing (ANSPDCP), according to the obligations arising from the provisions of Regulation No 679/2016.
- 14.7 The Beneficiaries, through their representatives assigned to process the Personal Data related to this contract and its possible addenda, shall keep records of the processing activities according to Article 30 of the Regulation No 679/2016.
- 14.8 Each Beneficiary has the obligation of obtaining and keeping the records of the acknowledgements of the persons which are part of the project's target group, as well as of all the persons involved in the implementation of the project whose Personal Data are being used (e.g project team members, external experts, guests to events, etc.), for the activities in their responsibility, for the attainment and implementation of the project's objectives.

§ 15 Amendment of the agreement

- 15.1 Any modification to this Partnership Agreement can be made only with the agreement of all parties.
- 15.2 Any intent to modify the Partnership Agreement will be notified in writing to the Lead Beneficiary. As the Partnership Agreement is an annex to the grant contract, the Lead Beneficiary is responsible to inform the JTS/MA about the intended modifications and seek for its prior approval. The Lead Beneficiary will also be informed about the applicable procedure to follow (notification or addendum to the grant contract).
- 15.3 Any addendum enters into force the next day after signature by the last party, except the case when it confirms modifications occurred in the national/European applicable legislation with impact on the implementation of the present agreement, modifications that become effective from the date the respective legal acts enter into force.
- 15.4 Any breach of the provisions of the present Agreement may result in the termination of the present Agreement and in decommitment of financing and repayment of amounts unduly paid.

§ 16 Other Provisions

[Complementary to the rules set out above, the Lead Beneficiary and the Beneficiaries may agree on other specific rules to be included in this Partnership Agreement, subject to their conformity with the rules set out in Regulation no 897/2014 and provided that the respective provisions do not contradict and are fully in line with those mentioned in the model partnership agreement.]

§ 17 Final Provisions

17.1 The agreement is made in 4 copies in English. Each party receives one copy of the Partnership Agreement.

Unless agreed otherwise by the parties, all communication within the Partnership will be made in English.

§ 18 List of Annexes

The following annexes must comply with the grant application form and be agreed between the partners and attached to the Partnership Agreement (no templates provided):

Annex 1: Division of tasks, ownership and use of the project results and outcomes between project Beneficiaries

Annex 2: Schedule for programmed activities

Annex 3: Budget of the project to be implemented by every Beneficiary

Annex 4: Schedule for requests for payment and technical and financial interim reports/ final implementation report

Lead Beneficiary - The Professional School of Cooperation, represented by Antoneta MOLOCEA

- Director

**Antoneta
Molocea**

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Antoneta Molocea
Data: 2020.07.06
08:42:54 +03'00'

Beneficiary 1 - Professional School, or. Glodeni, represented by Ala BODNARI

- Director

Digitally signed by Bodnari Ala
Date: 2020.07.03 12:16:40 EEST
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