



**ANNEX 2.3 Recommended template for Partnership Agreement**

**Partnership Agreement**

Registration number ..... (at Applicant/ Project Promoter)/ date

**The Parties**

- ....., having registered office in ....., VAT code....., where applicable, - Project Promoter.
- ....., having registered office in.....tax code ....., (if applicable) - Partner 1.
- ....., having registered office in..... tax code ....., - Partner 2.

have agreed to sign this Partnership Agreement.

**Art. 1 Association Agreement**

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

**Art. 2 Object**

2.1 The object of the present Partnership Agreement is to establish within the Project the rights and obligations of the Parties, each Party's contribution to co-financing of expenditures, as well as the responsibilities in the implementation of activities related to the Project:....., number (Project code) as it is filled in the financing application:.....

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

**Art. 3 Principles of good practice of Partnership**

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

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

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



#### **Art. 4 Duration of the Agreement**

4.1 This Agreement shall enter into force at the time of its signing by the authorised representative of all partners involved in the Project and is available throughout the entire implementation and monitoring period of the Project.

This Partnership Agreement will take effect from the date of signing the Financing Contract by the Programme Operator and the Project Promoter.

#### **Art. 5 Partners' rights and obligations**

##### **5.1 General Principles**

5.1.1. Each Party undertakes to take part in the efficient implementation of the Project, to cooperate, to perform and to meet promptly and timely all its obligations under this Partnership Agreement.

5.1.2. Each Party undertakes to notify promptly in accordance with the Project management structure, any significant information, fact, problem or delay likely to affect the Project.

5.1.3. Each Party shall promptly provide all information reasonably required by the Project Promoter or the Programme Operator.

##### **5.2 Project Promoter's rights and obligations**

###### **5.2.1. Project Promoter's rights:**

Project Promoter is the legal entity that acts as an intermediary between the parties and Programme Operator.

The Project Promoter must, in addition to its responsibilities as a Party, to fulfil assigned duties as described in the Financing Contract and this Partnership Agreement.

###### **5.2.2. Project Promoter's obligations:**

- a) Signs the financing agreement;
- b) Consults regularly with the Partners, will inform them about the Project activities progress and will provide them progress reports copies;
- c) Convenes with the partners in justified circumstances on the proposals for amendments to the Financing Contract that may arise during the Project implementation and to send the request to the Programme Operator;
- d) To open Project dedicated bank accounts, according to the legal provisions in force;
- e) To keep separate Project book-keeping, using dedicated analytical accounts reflecting all operations relating to the Project implementation, according to the law
- f) To make available to independent and legally authorized financial auditor all documents and/or information requested and to provide him/her with all conditions necessary for expenditures verification, according to the audit agreement clauses of the Project
- g) To make available to the Programme Operator, to the Certification and Payment Authority, to the Audit Authority, and/or any other authorized body to verify the use of non-reimbursable financing, upon request and in due date, the requested documents and/or information and to provide all conditions for carrying out verifications on Project premises



- h) To keep and store all original documents, including records, concerning the activities and the eligible expenditures in order to ensure an adequate audit trail, according to European and national rules. All the documents shall be kept for at least 5 years after the official closure of the Program
- i) transfers the advance payments, interim payments or payments of the final balance received in order to settle the eligible expenditures incurred by the partner/partners;
- j) Overall coordination, management and implementation of the Project according to the provisions of the Financing Contract, Programme Agreement, Regulation for the implementation of the EEA Financial Mechanism and any guidelines adopted by the EEA Financial Committee that define the Programme Operator's responsibility for correct and effective implementation of the Project, including setting transparent rules for cooperation with the Project Partner in respect of both applicable Romanian and EU legislation ;
- k) Respects the deadlines for progress of activities and expenditures settlement.
- l) If one partner does not comply with one or more of their obligations, the Project Promoter will undertake all faulting partner's responsibility to meet these obligations;
- m) In case of prejudice, the joint liability of the Project Promoter and of the faulting partner that caused the prejudice are engaged;
- n) Is responsible for achieving the objectives of the Project.
- o) Coordinating the financial Project management and monitoring the expenses, being responsible for the reception of payments and the management of the Project and the timely payment transfer to the Project Partner
- p) Preparation and submission of interim Project reports in connection with the payment claims and the final Project report (last interim report)
- q) To monitor the compliance of all parties with their obligations
- r) To collect and verify compliance and submission of reports and other deliverables (including financial statements and related certifications) to the Programme Operator.
- s) To manage the financial contribution and financial tasks
- t) To provide to Parties, upon request, official copies which are in exclusive possession of the Project Promoter when these are necessary to the Parties who request it.

### **5.3. Partner/Partners' rights and obligations**

#### **5.3.1. Partner/partners' rights:**

- a) Partners are entitled to funds for expenses certified as eligible expenses, incurred by them in the Project under this Agreement, being transferred to them through the project promoter;
- b) Partners are entitled to be regularly consulted by the Project Promoter, to be informed about the Project implementation progress and to be provided, by the Project Promoter, with copies of progress reports and financial reports;
- c) The expenditures incurred by partners are eligible in the same way as the expenditures incurred by the Project Promoter, corresponding to their respective roles in the Project.



### 5.3.2. Partners obligations:

- a) To cooperate and to support the Project progress by providing expertise and human resources for the activities in their area of responsibility;
- b) To provide the Project Promoter with any information or documents relating to the Project implementation and necessary to draft progress reports;
- c) Respects the deadlines for progress of activities and expenditures settlement as mentioned in the Project framework;
- d) To perform in carrying on the Project's objectives;
- e) To open project dedicated bank accounts, according to the legal provisions in force;
- f) To keep separate Project book-keeping, using dedicated analytical accounts reflecting all operations relating to the Project implementation, according to the law;
- g) To make available to independent and legally authorized financial auditor all documents and/or information requested and to provide him/her with all conditions necessary for expenditures verification, according to the audit agreement clauses of the Project (or Norwegian Partners);
- h) To make available to the Programme Operator, to the Certification and Payment Authority, to the Audit Authority, and/or any other authorized body to verify the use of non-reimbursable financing, upon request and in due date, the requested documents and/or information and to provide all conditions for carrying out verifications on Project premises;
- i) To keep and store all original documents, including records, concerning the activities and the eligible expenditures in order to ensure an adequate audit trail, according to European and national rules. All the documents shall be kept for at least 5 years after the official closure of the Program;
- j) In case of prejudice, the faulty partner is jointly liable with the Project Promoter.
- k) For equipment purchased within the Project subject to the exception provided for in Art. 7.3.1 (c) of the Regulation:
  - k1. Keep the excepted equipment in their ownership for a period of at least 5 years following the completion of the Project and continue to use that equipment for the benefit of the overall objectives of the Project for the same period;
  - k2. Keep the excepted equipment properly insured against losses such as fire, theft and other insurable incidents both during Project implementation and for at least 5 years following the completion of the Project; and
  - k3. Set aside appropriate resources for the maintenance of the excepted equipment for at least 5 years following the completion of the Project;
- l) Any deliverable resulted within the Project must be kept in its property and continue to use them for a period of at least 5 years after Project completion, to the purpose for which they were financed and carried out;
- m) To comply to the visual identity elements of the European Economic Area Financial Mechanism 2009-2014 and place them on the materials developed within the Project;
- n) The Project Promoter will ensure that any waste material or extracts resulted from activities implemented within the Project (by the Project Promoter, Project Partners, Suppliers of goods and services) are reused, recycled, treated and/ or stored in a ecologically sound manner, according to legal regulations.



- o) During and after the implementation period of the Project, the Project Promoters are obliged to preserve and make available without delay - to the Programme Operator, National Focal Point, Financial Mechanism Office, Office of the Auditor General of Norway, Certification and Payment Authority, the Audit Authority, the Norwegian Ministry of Foreign Affairs and any other body authorised to conduct monitoring, audit, evaluation, verification of the use of funding through EEA Financial Mechanism – all the documents related to the Project as long as the contract has legal effect but not less than five years from the approval of the Final Report of the Project by the Programme Operator.
- p) Not to dispose, rent, put under mortgage, pledge or assign in any way the fixed assets, equipment and materials procured within the Project, subject to the provisions of article 7.3.1 (c) of the Regulation, during the implementation of the Project and for a 5 year period after the completion of the Project;
- q) To ensure that the internal accounting and auditing procedures permit direct reconciliation of the costs and income declared in respect of the Project with the corresponding accounting statements and supporting documents.
- r) *If necessary you can add additional obligations of the Project Partner. Continue numbering the clauses of this Article as required. Please delete this clause if no additional provisions are to be added*

### Art. 6 Roles and responsibilities in Project implementation

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

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

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

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

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

6.3 Partners will implement the Project according to the methodology, updated implementation schedule, terms and other specifications set out in the Financing Contract.



**Art.7 Financial commitments between Partners**

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

- Partner 1 .....RON, out of which .....VAT (if not deductible)
- Partner 2 .....RON, out of which .....VAT (if not deductible)

7.2 The expenses incurred by the Project Promoters will be reimbursed as it follows:

- a) The costs incurred by the national Project Partners will be reimbursed after its acceptance by the Programme Operator according to article 7.13 of the Regulation on the implementation of FM EEA grants.
- b) Costs incurred by partners in donor countries will be refunded after submission of the audit report to justify the expenditure incurred to the Project Promoter and after its acceptance by the Program Operator

7.3 Partner's personnel costs are represented by the wages related costs, as set out in the Applicant's Guide. The costs incurred by the Partners are eligible in the same way as the costs incurred by the Project Promoter, and depending on the duties of each expert, as they are specified in the job description and time sheets by following national and European legislation in force.

7.4 The applicant and the partners may opt to include indirect costs in the Project budget. Indirect costs are all eligible costs 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 by its accounting system as being incurred in direct relationship with the eligible direct costs attributed to the Project. They may not include any eligible direct costs. Indirect costs of the Project shall represent a fair apportionment of the overall overheads of the Project Promoter or the Project Partner. They may be identified according to one of the following methods:

(a) based on actual indirect costs for those Project Promoters and Project partners that have an analytical accounting system to identify their indirect costs as indicated above - directly attributed to the Project, that can be identified and justified by the accounting system of the Project Promoter and/or the Project Partner, as being incurred in direct relationship with the eligible direct costs and attributed to the project;

(b) a Project Promoter and Project Partners may opt for a flat rate of up to 10% of its total direct eligible costs, excluding its direct eligible costs for subcontracting and the costs of resources made available by third parties which are not used on the premises of the Project Promoter. The following formula can be used for calculating the indirect costs: **Number of employees in the Project /total number of employees x 100 = X %**.

Based on the one of the methods used, the total amount of indirect costs is ..... RON.  
Indirect costs are allocated as follows:

Organisation	Total indirect costs	Calculation method
Project Promoter		
Partner 1		
Partner 2		



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

Entity	Amount received through the advance payment
Project Promoter	
Partner 1	
Partner 2	

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

7.7 The Partners agree to provide payment of expenditure other than those eligible for the Project, as follows:

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

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

7.9 The period of eligibility of expenses shall be the one specified in the Financing Contract signed between the Project Promoter and the Programme Operator

7.10. The rules of eligibility of expenditure for the Project are established in the Financing Contract Regulation on the implementation of the EEA Financial Mechanism and Programme Agreement.

### **Art.8 Public procurement**

The Project items procurement will be performed with due regard for national and European legislation in force and the provisions of the Regulation for the implementation of EEA Financial Mechanism

### **Art. 9 Partners financial settling**

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

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

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

9.4 The currency of the transfers will be RON for national partners and Euro for Norwegian partners.



- 9.5 Payments from the Project Promoter to the Norwegian Project Partners shall be done in euros. All expenditures incurred by the Norwegian Project Partner shall be claimed and reported to the Project Promoter in euros.
- 9.6 In case of expenses incurred by the Norwegian Project Partner in other currency than EUR, the applicable exchange rate for reporting the incurred amount shall be the bank exchange rate on the day of the exchange transaction in which the expenditure was registered in the accounts of the Project Partner. The Partner shall inform the Project Promoter on the applied exchange rate. Such information shall be attached to the interim and final reports.

#### **Art.10 Reimbursement of expenses**

- 10.1 Payments of the Project grant to the Project Partners may take the form of advance payments, interim payments and payments of the final balance. The level of advance payments and their off-set mechanism is set in the Programme Agreement.
- 10.2 The reimbursement of expenses will be made according to the provisions of the legislation in force and the provisions of the Financing Contract signed by the Programme Operator and the Project Promoter.

#### **Art. 11 Property**

- 11.1 The goods resulted and/or obtained for the Project implementation purposes are public property of the State and have the legal regime of public domain of the State assets, according to Law no. 213/1998 on public property and its legal status. (Only the case of Programme RO02)
- 11.2 The Parties have the obligation to ensure the maintenance and good functioning of all goods and equipment purchased by non-reimbursable financing, at the Project site and to use them solely for the purpose for which they were purchased.
- 11.3 The Parties have the obligation not to alienate, lease or pledge the goods acquired as a result of Programme grant awarding.

#### **Art. 12 Confidentiality**

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

#### **Art. 13 Notifications**

- 13.1 Any communication between the Partners in connection with the present Agreement shall be made by writing.
- 13.2 Any written document must be registered at both the issuing and receiving sites.
- 13.3 Communications between Parties that do not relate to confidential data and information can also take place by phone, fax or e-mail, provided that a written confirmation of the document receipt is made.





#### **Art. 14 Applicable law**

14.1 This Agreement shall apply and shall be construed according to the Romanian law, Programme Agreement and the Regulation for the implementation of EEA Financial Mechanism.

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

#### **Art. 15 Litigations**

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

#### **Art. 16 Responsibilities in the case of irregularities**

16.1 In the case of non-observance of violation of rights and obligations arising from the present Agreement which will result in unlawful use of grants from the awarded grant, the Party which has failed to observe or violated obligations shall bear the responsibility for all financial effects resulting from a given situation.

16.2 The Project Promoter has the right and responsibility to recover from the Project Partner any amounts declared to be unduly paid by the relevant audit and control authorities, according to the Regulation.

16.3 The Project Partner undertakes to repay to the Project Promoter any amounts declared to be unduly paid by the relevant audit and authorities, according to the Regulation.

16.4 The Project Promoter shall repay the amounts unduly paid recovered from the Project Partner to the Programme Operator, according to the Financing Contract and Regulation.

#### **Art. 17 Final provisions**

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

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

#### **Signatures:**

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



MINISTRY OF ENVIRONMENT,  
WATERS AND FORESTS



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

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