

Jems Code.....

**Agreement between Lead Partner and Project Partners
in the project {name, project code}
financed under the Interreg VI-A Romania - Hungary Programme**

**PARTNERSHIP AGREEMENT
Open Call**

Having regard to

- Regulation (EU) 2021/1060 of the European Parliament and of the Council of 24 June 2021 laying down - common provisions on the European Regional Development Fund, the European Social Fund Plus, the Cohesion Fund, the Just Transition Fund and the European Maritime, Fisheries and Aquaculture Fund and financial rules for those and for the Asylum, Migration and Integration Fund, the Internal Security Fund and the Instrument for Financial Support for Border Management and Visa Policy;
- Regulation (EU) 2021/1059 of the European Parliament and of the Council of 24 June 2021 on specific provisions for the European territorial cooperation goal (Interreg) supported by the European Regional Development Fund and external financing instruments;
- Regulation (EU) 2021/1058 of the European Parliament and of the Council of 24 June 2021 on the European Regional Development Fund and on the Cohesion Fund;
- Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012;
- Law no. 231/2022 regarding the management and use of Interreg funds and the national public contribution, for the “European Territorial Cooperation” objective in the period 2021-2027;
- Minister for Development, Public Works and Administration, Minister of Public Finance and Minister for European Funds Order No. 455/1267/2023 approving the Methodological Norms for the application of the Law no. 231/2022 regarding the management and use of Interreg funds and the national public contribution, for the “European Territorial Cooperation” objective in the period 2021-2027;
- Interreg VI-A Romania-Hungary Programme, approved by the European Commission by Decision No. 9787/16.12.2022;
- Minister for Development, Public Works and Administration Order No. 1299/29.04.2024, regarding the approval of a *de minimis* aid scheme intended to finance the specific objectives of SO 2.2 – Promoting renewable energy in accordance with Directive (EU) 2018/2001, including the sustainability criteria, set out therein, SO 4.5 – Ensuring equal access to health care and fostering resilience of health systems, including primary care, and promoting the transition from institutional to family-based and community-based care, SO 4.6 – Enhancing the role of culture and sustainable tourism in economic development, social inclusion and social innovation and ISO 6.3 – Strengthening mutual trust, in particular by encouraging people-to-people actions (hereinafter referred to as *De minimis* scheme), where applicable;
- Minister for Development, Public Works and Administration Order No. 1201/23.06.2023, regarding the approval of a transparent State aid scheme intended

to finance the specific objectives of SO 2.2 – Promoting renewable energy in accordance with Directive (EU) 2018/2001, including the sustainability criteria, set out therein, SO 4.5 – Ensuring equal access to health care and fostering resilience of health systems, including primary care, and promoting the transition from institutional to family-based and community-based care, SO 4.6 – Enhancing the role of culture and sustainable tourism in economic development, social inclusion and social innovation and SO 6.3 – Strengthening mutual trust, in particular by encouraging people-to-people actions (hereinafter referred to as GBER scheme), where applicable.

The following documents must also be observed in the framework of this Partnership Agreement:

- National rules applicable to the LP and its Project Partners;
- Community and national rules on State aid;
- The relevant Applicants' Guide;
- Project Implementation Manual laying down the Programme specific rules for the implementation of the projects¹;
- Visual Identity Manual.

the following Agreement is concluded between

..... [Name, address, postal code, tax identification number], represented byas Lead Partner (hereinafter referred to as LP)
and

..... [Name, address, postal code, tax identification number], represented byas Project Partner 2 (hereinafter referred to as PP2),

..... [Name, address, postal code, tax identification number], represented by as Project Partner 3 (hereinafter referred to as PP3),

..... *To be multiplied for as many PPs as necessary*

for the implementation of the project [index and title of the project], approved by the Monitoring Committee of the “Interreg VI-A Romania - Hungary Programme” - on [date] in [place].

1 Object

- 1) The object of this Agreement is the organisation of a partnership in order to implement the project [index and title of the project], selected under the Interreg VI-A Romania - Hungary Programme.
- 2) Through the present Agreement, the parties establish their rights and duties, the way of achieving their tasks and the relations between Lead Partner and Project Partners, which shall apply in order to achieve the objectives of the above-mentioned project.
- 3) The terms and conditions herein are acknowledged and accepted by all parties.

2 Duration of the Agreement

- 1) The Agreement enters into force upon the signature of the final party. The last party signing has the obligation to note the date.
- 2) The implementation period of the project starts on the day the Subsidy Contract becomes effective.
- 3) The implementation period of the project is of months and cannot exceed

¹ During the project implementation/national control/ verification process, the last published version of Project Implementation Manual will apply, provided that the updated version is less restrictive than the original one.

December 31st, 2029.

- 4) The Agreement ends in 5 years from 31 December of the year in which the final payment was made to the Lead Partner.
Whenever referred to the 5 years period, this shall be extended to 10 years in case of projects including activities having *de minimis* and/or State aid incidence.

3 Budget of the project

- 1) The total budget of the project is EUR <amount in figures> (non-refundable financing and the contribution of the partners-), out of which <amount in figures> EUR ERDF, representing maximum 80%.

4 Financing of the project

- 1) The Lead Partner is responsible in front of the Managing Authority for the sound financial management of the project.
- 2) The Lead Partner receives the EU contribution directly from the MA, and is responsible for transferring the amounts to each Project Partner, according to the Subsidy Contract.
- 3) The Project Partners commit themselves to support 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 until they are reimbursed by the MA/NA.
- 4) Any modification of the project has to be agreed upon by all Project Partners, justified and submitted by the LP to the Joint Secretariat in a written form.

5 Eligible Expenditures

- 1) The expenditures related to the project are eligible provided that they respect the applicable European and national legislation in force, the Interreg VI-A RO-HU Programme and Guide for applicants and its Annexes, Project Implementation Manual and other documents provided by the Programme during the implementation period, they are stipulated in the project and the respective partner budget, and provided that they comply with the terms and conditions stipulated in the Subsidy Contract.

6 Reimbursement of the expenditures

- 1) A national control system has been established both in Romania and Hungary in order to check the expenditure made by the Project Partners from each country. Therefore, each partner has the obligation to ensure that its expenditures are verified and certified by a controller from the state on whose territory it is located before the project report is submitted. The LP and Project Partners will create partner reports and submit them in Jems, for all defined periods within the application form, if they have realized expenditures to be requested to national control (NC) verifications during a specific period. The description of the progress of the activities in partner reports will cover exactly the period of the requests for NC verifications.
- 2) The LP must present all documents needed for verification of expenditure via Jems to the controllers and make sure that all Project Partners present their documents, in order to be verified (including the description of the activities' progress and relevant documents as foreseen by the draft of the partner reports within Jems) before drafting and forwarding to JS the project report via Jems.
- 3) The LP must create and submit in Jems the project reports including both financial and

physical progress of the project, integrating the information provided by the Project Partners in their partner reports, based on the conditions provided hereunder, in the Project Implementation Manual, Jems manual and in the applicable legislation.

- 4) The project report submitted by the LP shall contain only verified expenditure and certified expenditures and shall be supported by the National Control Certificates issued by the Controllers. The expenditures that were not verified and certified by the Controllers are deemed to be non-eligible for the Programme and shall not be requested for reimbursement.
- 5) The LP shall submit a project report in Jems for each reporting period - as defined in the Jems system - and whenever requested by the JS. The instructions presented in the reporting models must be followed exactly. All reports must be submitted in English.
- 6) The Lead Partner/Project Partner has the obligation to request to the Managing Authority the reduction of the financing contract value at least 6 months before the end of the project implementation period if there are savings following the finalization of public procurement procedures and/or public procurement contracts at project level, unless there are justified additional costs in the context of the project, up to the eligibility threshold provided in the relevant eligibility rules.
- 7) The final project report must be submitted to the JS via Jems at the latest within 5 months after the end date of the implementation period of the project. The verified and certified expenditures related to the final project report will be reimbursed only after its approval, confirming the achievement of the project results and indicators.
- 8) The ERDF funds are reimbursed only in Euro and will be transferred into a special bank account, indicated by the LP. The LP can use the same bank account for more projects with the amendment that it will have a proper analytical accounting system for each project. However, if the analytical accounting records cannot be provided for the costs incurred before the start of the implementation period of the project (e.g. 1st of January 2021), a similar justifying document/proof shall be provided to demonstrate lack of double financing (e.g. official statement of the legal representative). The exchange rate differences are non-eligible expenditures for the project. The exchange rate risk is borne by the partner concerned
- 9) The expenditure incurred in a currency other than the euro shall be converted into euro by using the monthly accounting exchange rate of the European Commission in the month during which that expenditure was submitted via Jems for verification to the national control. The LP transfers the received ERDF amounts to Project Partners which have eligible expenditure included in a project report within 5 working days as of receiving the payment from the MA and will make no deduction, retention or further specific charge from the ERDF amounts it receives.

7 Rights and duties of the parties

A. Lead Partner

In addition to the obligations of the LP as already stated, the LP undertakes the following duties:

- 1) The LP guarantees that it is entitled to represent all partners participating in the project and that it has established with its project partners the division of the responsibilities regarding the project in the form of the Partnership Agreement.
- 2) The LP has the responsibility of implementing the project according to the provisions of the Subsidy Contract, of the Application form and its Annexes approved by the Monitoring Committee, of the present Partnership Agreement (annexed to the Subsidy Contract) and of the European and national legislation in force. The LP shall be responsible towards the MA for the implementation of the obligations assumed in the Subsidy Contract and in the Partnership Agreement, for the implementation of the project and for achieving the goals stipulated in the contract and its Annexes.
- 3) The LP assume the responsibility for the implementation of the entire project and has to:

- a) ensure that expenditure presented by all partners participating in the project has been incurred, paid and corresponds to the activities agreed between the partners, and is in accordance with the provisions of the Subsidy Contract;
 - b) inform the MA, within 5 working days from the occurrence of such circumstances, if one of the disbursement conditions ceases to be fulfilled, or circumstances arise which entitle the MA to reduce payment or to demand repayment of the subsidy wholly or in part;
 - c) comply with the regulations referred to in the preamble of this Agreement, as well as with relevant European and national legislation;
 - d) know and observe the provisions of the Applicants' Guide (AG), paying special attention to the limitations (value, percentage, duration etc) referred to therein, of the present Agreement, Subsidy Contract and of the Project Implementation Manual (published on the Programme website www.interreg-rohu.eu);
 - e) observe and make sure that all Project Partners observe the European and national legislation on state aid, equal opportunities, sustainable development, non-discrimination, national integrity and environmental protection;
 - f) ensure that all the Project Partners select the final recipients of the projects by a transparent procedure;
 - g) present its own expenditure, and ensure that the Project Partners present their expenditures, to the controllers for verification, via Jems, in maximum 15 calendar days after the end of the reporting period - except for the final partner report, where the cut-off date is extended to 45 calendar days but no later than January 15th, 2030 so that the deadline for submitting the project report in Jems will be met;
 - h) ensure that all Project Partners submit their contributions to the project report at least 10 calendar days before the deadline for submitting the project report to the JS in Jems;
 - i) ensure that all Project Partners have a proper analytical accounting system; the accounting system must be in line with the national legislation;
 - j) observe and make sure that all Project Partners observe the provisions of the Visual Identity Manual (published on the Programme website www.interreg-rohu.eu);
 - k) observe and make sure that all partners observe the provisions of the Jems manual (published on the programme website <https://interreg-rohu.eu> and also at the following web address: <https://Jems.interact-eu.net/manual/>);
 - l) accept to be included in the list of projects published on the programme website <https://interreg-rohu.eu>;
 - m) provide the evaluators carrying out the Programme evaluation according to Articles 35 of the EC Regulation No. 2021/1059 with any document or information necessary to assist the evaluation;
 - n) has, and makes sure that all partners have, the necessary financial resources and mechanisms to cover operation and maintenance costs in case of projects comprising investment in infrastructure or productive investment, so as to ensure their financial sustainability;
 - o) has the obligation to observe and request that all partners observe the climate proofing of investments in infrastructure which have an expected lifespan of at least 5 years, as set by the EU provisions and the Do no significant harm principle.
- 4) The LP ensures that the national controllers have verified and certified the expenditure presented by the partners participating in the project.
 - 5) The project report contains information consolidated by the LP, at project level; thus, the LP presents a consolidated project report, being responsible for collecting documents and information from every Project Partner. When drafting and submitting project reports, LP is liable towards the MA for consolidating the information from all Project Partners and for including all certificates available in the electronic system at the date of the project report submission, being responsible for collecting documents and information from every partner.
 - 6) LP is liable towards the MA for ensuring that all Project Partners have a legal status, that they have the capacity to manage the project, that they observe the provisions of the Applicants' Guide and the Project Implementation Manual. Moreover, the LP is liable

towards the MA for ensuring that the Project Partners fulfil their obligations regarding the implementation of the project.

- 7) The LP must answer all written requests from the MA, JS or other bodies involved in the implementation of the Programme and provide the requested information/documents within the deadline stipulated in the respective request. In case such request refers to additional project reports, the LP is responsible for gathering the information from all Project Partners in due time.
- 8) The LP takes full responsibility for the damages caused to third parties from its own fault during the implementation of the project. The MA has no responsibility for the damages caused to third parties as a result of executing the contract.
- 9) The LP and Project Partners must not receive or have received money from other EU and/or national Programmes for the project concerned.
- 10) Any results or rights related to the project, including author's rights and/or any other intellectual or industrial property rights, obtained from the implementation or as a result of the implementation of the contract, except the cases where such rights exist before the contract, shall represent the property of the LP and/or of the Project Partners, according to the approved application form and the present Agreement.
- 11) The LP and Project Partners cannot mortgage or impose any other form of financial or legal burden/bank guarantee on the infrastructure invested in / goods purchased from the financing throughout the implementation period of the project for minimum 5 years from 31 December of the year in which the final payment was made to the Lead Partner.
- 12) In case of projects comprising investment in infrastructure or productive investment, the Lead Partner shall reimburse the MA the ERDF amounts received, if according to Art. 65 of REGULATION (EU) No. 2021/1060 within minimum 5 years from 31 December of the year in which the final payment was made to the Lead Partner it is subject to any of the following:
 - a) a cessation or relocation of a productive activity outside the Programme area;
 - b) a change in ownership of an item of infrastructure which gives to a firm or a public body an undue advantage;
 - c) a substantial change affecting its nature, objectives or implementation conditions which would result in undermining its original objectives.
- 13) The Lead Partner understands and agrees that the MA has delegated tasks to the JS, and therefore the Lead Partner agrees to cooperate with the JS in the same way as with the MA.
- 14) In duly justified cases, not imputable to the partners, when - Project Partner/s is /are in the impossibility of fulfilling their obligations according to the contract, the partner/s may request through the Lead Partner and with the written agreement of all partners to MA, - the suspension of the implementation period, for a clearly determined period of time. After verifying the conditions, the MA may approve, under its specific conditions, through a written decision of the representative of MA signing the contract, the suspension of the contract starting with the date indicated by the partner. The partner requesting the suspension of the implementation period has the obligation to inform MA through LP, in maximum 3 working days from the date when he took notice of the situation, in any written form (including e-mail) and the LP has the obligation to submit all the relevant documents in maximum 5 working days since the partner informed him, including the written agreement of all Project Partners. During the suspension period, no activity shall be performed by any of the Project Partners.
- 15) The LP has the obligation to inform the MA about any situation that may cause the termination or delay in the execution of the Subsidy Contract, within 5 working days from the date of acknowledgement of such a situation. In this case, the MA may decide the termination / suspension of the Subsidy Contract.
- 16) If the MA demands repayment of the ERDF in accordance with the Subsidy Contract, the LP is liable to the MA for the total ERDF that has been reimbursed.
- 17) During the implementation period of the project as well as after the end of the implementation period of the project, during the durability period (if the case, longer retention periods may apply in accordance with national rules) the LP has the obligation to preserve and to present, to the Joint Secretariat (JS, within Oradea Regional Office

for Cross-Border Cooperation on Romanian-Hungarian Border, Romania), MA, Accounting Unit (AU, within the Romanian Ministry of Development, Public Works and Administration), Audit Authority (AA, within the Romanian Court of Accounts), European Commission (EC), European Court of Auditors and any other body designated to perform controls on the use of the financing, all project documents, including the inventory for the actives gained as a result of using the funds. The time period shall be interrupted either in the case of legal proceedings or by a duly justified request of the European Commission. The documents must be properly archived. Also, the MA must be informed on the location of these documents/equipment, where the case.

- 18) In case of activities having de minimis and/or State aid incidence, for all the documents related to the State aid, the above indicated period is extended to 10 years after the date of aid being awarded, or to the period provided by the relevant EU/national legislation/State aid scheme, depending on which period is the longest.
- 19) In case of remaining funds, the LP has the obligation to notify the MA within 15 calendar days following the finalization of implementation of the public procurement contracts at project level. The LP must clearly specify in the notification the amounts of the remaining funds and if there is a need of re-using these within the project.
- 20) The LP and the Project Partners must ensure the durability of the project results for the project's implementation period and the following 5 years from 31 December of the year in which the final payment was made to the Lead Partner. The LP has the obligation to submit annually a durability report (in Jems) for projects including investments in infrastructure and/or equipment.
- 21) The LP must implement the recommendations received after an audit or control otherwise the MA has the right to terminate the contract. The LP ensures that the Project Partners fulfil this obligation.
- 22) In case of projects financed under GBER/De minimis scheme, whenever a transfer of aid/advantage occurs (indirect aid), LP/PP and the final beneficiary of aid shall sign an aid awarding decision or contract before transferring the aid/advantage. Before signing the aid awarding decision or contract, the LP/PP has to make sure that relevant State aid declarations are submitted by the beneficiary of indirect aid and has the obligation to ask MA/JS to verify that all eligibility² characteristics of the aid are complied with.
- 23) Should this Partnership Agreement be terminated, the rights and duties stipulated in paragraph 17 shall, however, persist.

B. Project Partners (including the Lead Partner where applicable)

- 1) LP/PP implements the part of the project for which it is responsible, in due time, according to the descriptions of the (individual components) Application Form approved by the Monitoring Committee and other documents agreed between the MA and the LP.
- 2) The Project Partner has the responsibility of implementing the part of the project according to the provisions of the present Agreement, of the European and national legislation in force.
- 3) PP notifies the Lead Partner regarding any situation that may lead to the temporary or permanent impossibility or to any other drawback in the implementation of the project in maximum 3 working days from the event causing the impossibility.
- 4) LP/PP- do the utmost to obtain the necessary approvals, agreements, and construction/operating authorizations. The MA will request the above-mentioned documents.
- 5) LP/PP observes the European and national legislation in general and especially on public procurement, state aid, equal opportunities, non-discrimination, national integrity, sustainable development, and environmental protection.
- 6) LP/PP is responsible for its budget up to the corresponding amount - in the project.
- 7) LP/PP shall maintain a proper analytical accounting system; the accounting system must be in line with the national legislation.
- 8) The Project Partners support the Lead Partner in drawing up project reports and the final

² The LP shall notify the MA (state aid provider) / JS (scheme administrator) regarding the incidence of indirect aid, so that the eligibility conditions can be verified and confirmed in order to conclude the respective aid awarding decision or contract, including the quantified indirect aid value.

project report by providing the required data on time; draft and submit to the LP all necessary data for the project reports.

- 9) The Project Partners have the obligation to respond to any request of the Lead Partner within the deadline stipulated in the respective requests.
- 10) Each Project Partner is responsible for uploading in the Jems the partner report and any other documents, including copies of each supporting document (invoices, documents related to the procurement procedure, bank account statements etc.) in due time.
- 11) The partners must present the documents related to the expenditures to the controllers in maximum 15 calendar days after the end of the reporting period, except for the final partner report, where the cut-off date is extended to 45 calendar days, but no later than January 15th, 2030 so that the deadline for submitting the project report in Jems will be met.
- 12) LP/PP cannot mortgage or impose any other form of financial or legal burden/bank guarantee on the infrastructure invested in / goods purchased from the financing throughout the implementation period of the project and 5 years from 31 December of the year in which the final payment was made to the Lead Partner.
- 13) Each Project Partner must submit to the Lead Partner any documents necessary for drafting specific documents requested by the MA/JS or other implementing bodies of the Programme.
- 14) During the implementation period of the project as well as after the end of the implementation period of the project, during the durability period (if the case, longer retention periods may apply in accordance with national rules) the LP/PP has the obligation to preserve and to present, to the Joint Secretariat (JS, within Oradea Regional Office for Cross-Border Cooperation on Romanian-Hungarian Border, Romania), MA, Accounting Unit (AU, within the Romanian Ministry of Development, Public Works and Administration), Audit Authority (AA, within the Romanian Court of Accounts), European Commission (EC), European Court of Auditors and any other body designated to perform controls on the use of the financing, all project documents, including the inventory for the actives gained as a result of using the funds. The time period shall be interrupted either in the case of legal proceedings or by a duly justified request of the European Commission. The documents must be properly archived. Also, the LP must be informed on the location of these documents/equipment, where the case.
- 15) All Project Partners understand that the Managing Authority (MA) and the National Authority (NA) are entitled to verify and to control the proper use of funds by the LP or by Project Partners. The verifications to be carried out by the Managing Authority/National Authority shall cover administrative, financial, technical and physical aspects of projects, as appropriate. The MA and NA shall be responsible for the control of the proper use of funds by the LP or its partners, in particular through preventing, detecting and correcting irregularities and recovering amounts unduly paid together with interest on late payments where appropriate.
- 16) The Project Partners understand and agree that the MA may delegate tasks to the JS, therefore JS may act in the name and on behalf of MA.
- 17) In case an irregularity is discovered, the Project Partner is responsible to reimburse the ERDF amounts affected by the irregularity to the Lead Partner, even if the irregularity was committed by a sub-contractor of the partner concerned, in 20 calendar days from notification.
- 18) Any extra payment done by the Lead Partner to a Project Partner is considered unduly paid amount, and the Project Partner has to repay the respective amounts in 20 calendar days from the receiving date of the notification from the Lead Partner.
- 19) In case the unduly paid ERDF amounts are not reimbursed to the Lead Partner in due time, the Project Partner has to pay interest on late payment. Starting with the 21st day as of the expiry of the deadlines stipulated at paragraphs 17 and 18, an interest rate 1.5% higher than the rate applied by the European Central Bank as in force on the first working day from the month of the deadline date shall be applied to the owed amounts.
- 20) The bank charges resulting from reimbursing the unduly paid ERDF amounts are borne exclusively by the Project Partner making the reimbursement.
- 21) Each Project Partner, including the Lead Partner, shall be responsible to the other Project

Partners and shall pay for the damages resulting from not observing the tasks and obligations established by the present Agreement and its annexes.

- 22) Each Project Partner is responsible for the damages caused to third parties from its own fault during the implementation of the project.

C. State aid related clauses - relevant for projects falling under State aid incidence.

- 1) With reference to the de minimis and/or State aid related provisions of the relevant Applicants' Guide, the project activities are classified as follows:
 - Activity.....: (/SGEI/GBER/DEMINIMIS); (direct aid to...../Indirect aid³ to...../Indirect aid to third parties still to be identified); (amount of the aid). In case of de minimis aid, the aid shall be calculated under the threshold of Romania/Hungary as Member State.
 - Activity.....: (/SGEI/GBER/DEMINIMIS); (direct aid to...../Indirect aid to...../Indirect aid to third parties still to be identified); (amount of the aid). In case of de minimis aid, the aid shall be calculated under the threshold of Romania/Hungary as Member State.
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- 2) Each Project Partner mentioned at paragraph 1) as de minimis and/or State aid beneficiary within the project will observe EU and national legislation regarding de minimis and/or State aid, where applicable, as completed by the relevant provisions of the Applicants' Guide and its annexes, both regarding project implementation and the operation of the outputs established using the aid. In terms of national legislation for State aid, special care shall be attached to observing the requirements on State aid reporting for SANI⁴ purposes, as well as document preserving. In case of any discrepancies between EU and national State aid legislation, the former shall prevail;
- 3) Each Project Partner commits to maintain and respects all the declarations provided in connection to the de minimis and/or State aid incidence of the project activities during the application and/or the contracting phase. Each Project Partner, through the LP, will immediately report to the MA, through notification sent to JS/MA, every information, act or fact, related to itself or any other relevant subject, which is suitable to determine a modification of what declared in these phases;
- 4) Each Project Partner is responsible to immediately report to the MA, through the LP, every fact, behaviour or situation which is suitable to determine a case of indirect aid not already detected and arranged for during the contracting phases. Following this report, the MA will assess and decide upon the situation, after consultation with NA, proposing, if needed, an addendum modifying Article 7, part C. paragraph 1) of the Subsidy Contract in order to include the new aid. In such case, paragraph 1) of the present section shall be also modified by an addendum. Indirect aids that are not listed at paragraph 1) of the present section, either originally or after its modification by addendum, are not permitted;
- 5) Each Project Partner undertakes to respect all relevant provisions for reporting and monitoring the State aid related aspects of the implementation of the project, based on the specific indications provided by the MA, as detailed in the Project Implementation Manual, and to disclose on request any information or data that the MA or the JS may request in the implementation of their monitoring and control activities;
- 6) In any case of indirect aid foreseen under paragraph 1) of the present section, the LP, together, if the case, with the relevant Project Partner is responsible for its regular and lawful implementation, respecting all the relevant provisions from EU and national legislation, as well as the ones from the Applicants' Guide and its annexes. In particular, when relevant, the LP and the relevant Project Partners guarantee the full respect of their obligations as foreseen by the GBER and De Minimis schemes in their version in force,

³ Indirect aid is when a third party (not included in the project partnership) ends up receiving an advantage from the project, this advantage representing state aid.

⁴ State aid notifications and summary information should be sent by the Member State concerned to the European Commission, by means of a web application State Aid Notification Interactive or SANI, which is available on: <https://webgate.ec.europa.eu/competition/sani>. The LP must provide all state aid relevant data, required by the Programme.

regarding, inter alia, the eligibility characteristics of the aid, the declarations to be asked to the indirect aid beneficiaries, the aid awarding decision or contract and the measures for monitoring and reporting to the MA and relevant national authorities. Also, any aid awarding decision or contract⁵ will be notified to the MA/JS in maximum 5 calendar days from its signature;

- 7) In addition to the previous paragraphs, whenever activities mentioned at paragraph 1) of the present section fall within the scope of the GBER or the De minimis scheme, the LP, together, if the case, with the relevant project partners is responsible for the full respect of any relevant obligations incurring, on itself and/or on the aid beneficiaries, from the provisions of the relevant scheme, as stated in its latest version in force. These provisions are binding and the failure to observe them may result in a risk of irregularity;
- 8) In addition to the previous paragraphs, whenever activities mentioned at paragraph 1) of the present section fall within the scope of the SGEI provisions of the Guide for Applicants, the LP, together, if the case, with the relevant project partners is responsible for the full respect of any relevant obligations incurring, on itself and/or on the aid beneficiaries, from those provisions and from the legislation to which they refer, including the provisions related to the commitment to have the entrustment act adopted by the set deadlines.
- 9) In case that during project implementation or during up to 5 years from 31 December of the year in which the final payment was made to the Lead², **unlawful State aid and/or unlawful indirect State aid incidence** is discovered, the NA may apply a correction up to 100% for the respective project activities, and the ERDF amounts paid to the partners/beneficiaries shall be recovered in whole or in part, by the Managing Authority, together with interest calculated depending on the amounts involved and the time period in which they were available to partners/beneficiaries, and adding penalties and debts from the date of aid payment to the date of recovery. The recovery shall be in line with the relevant EU and national legislation in force, with Programme rules.

8 Transparency and communication

- 1) The Lead Partner and all project partners inform the public, by means of the measures laid down in Art.36 paragraph 4 of Regulation (EU) 2021/1059 and Annex IX of Regulation (EU) No. 2021/1060, about the assistance obtained from the Funds.
- 2) The Lead Partner and all Project Partners are responsible for the implementation of the transparency and communication activities related to the non-reimbursable financial assistance received through the Programme.
- 3) The Lead Partner and all Project Partners ensure transparency and accurate information to the public and the mass media on the projects financed under the Programme.
- 4) All transparency and communication actions developed by the Project Partners (including the Lead Partners) must observe the Visual Identity Manual (available on the Programme website: <https://interreg-rohu.eu/en/project-documents/> or on request at the Joint Secretariat).
- 5) The Project Partners shall request beforehand the approval of the JS on all communication materials developed under the project, in line with the Visual Identity Manual.
- 6) For projects supported by the Programme, which involve physical investment or equipment purchase, and where the total cost exceeds EUR 100,000, durable plaques or billboards must be displayed. These plaques or billboards should feature the emblem of the Union and meet the technical requirements specified in Annex IX of Regulation (EU) 2021/1060. They must be visible to the public and displayed as soon as the physical implementation of the Interreg project commences or when the equipment is installed.
- 7) Operations of strategic importance (OSIs) or projects with a total cost exceeding EUR 5,000,000 shall organise a communication event involving the Commission and the Managing Authority in a timely manner.
- 8) The publications edited within a project financed under the Programme shall include on the last page/cover a technical box, with the following information: the project title,

⁵ As regulated by the GBER and the De minimis schemes

reference to the EU co-financing of the Programme, the editor of the material and the disclaimer “The content of this material does not necessarily represent the official position of the European Union.” The responsibility for the content of materials belongs solely to the partner.

- 9) For all transparency and communication actions developed by the Project Partners, the Lead Partner must ensure that they archive in a single place (hard copy and/or electronically) the documents related to these activities (e.g.: information and communication materials they produced, as printed materials, audio-video materials).
- 10) The Lead Partner is responsible to inform the Joint Secretariat regarding the transparency and communication measures taken to promote the projects financed under the Programme.
- 11) The rules stipulated in the Visual Identity Manual are mandatory for the Lead Partner and all Project Partners. Failure to comply with the visibility legal requirements set out Art. 36 paragraph 6 of Regulation (EU) 2021/1059 may lead to the appliance of financial correction by the Managing Authority up to 2% of the ERDF support of the project, based on the principle of proportionality.
- 12) By accepting the funding, the LP and the project partners give their acceptance for their inclusion in the list of projects published in accordance with Article 49 (3) of Regulation (EU) No 2021/1060.
- 13) The LP shall ensure the proper means of communication between the project and the Programme, including:
 - a) participation, whenever requested, in LP training organised by the JS;
 - b) participation, whenever requested, in other events organised by the Programme with the purpose of presenting/ discussing/ developing/ sharing project results and creating synergies with other projects and relevant organisations;
 - c) providing a visible link on the project’s website to the Programme website.

9 Confidentiality

- 1) Except for the situations foreseen at Article 7, part A, paragraph 17 and Article 8 of the present Agreement, the Managing Authority and the Lead Partner undertake to preserve the confidentiality of any document, information or other material communicated to them in confidence until at least five years from the official closure of the Programme. 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.
- 2) The data used for publicity purposes, for informing on and promoting the use of ERDF funds, shall not be considered as having confidential status.
- 3) Notwithstanding the obligations set forth by this Agreement and its Annexes 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);
- 4) The Managing Authority has the right to release information regarding the project at the request of public institutions investigating the project.
- 5) The contracting party shall bear no responsibility for releasing information on the contract if:
 - a) the information was released with the written agreement of the other contracting

- party; or
- b) the contracting party was legally forced to release the information.
- 6) Failing to observe the confidentiality obligation gives the damaged party the right to claim compensations from the damaging party.
- 7) The partners shall not use confidential information for any aim other than fulfilling their obligations under this Agreement unless otherwise agreed with the MA.

10 Conflict of interests

- 1) In the present Agreement, the conflict of interests represents any circumstances defined as such in the national/European legislation.
- 2) Any conflict of interests that arises during the implementation of the contract shall be immediately notified to the JS. The MA/NA reserves the right to verify such circumstances and take the necessary measures, where necessary.
- 3) The LP and partners shall observe the provisions of the Code of Conduct, according to the Commission Delegated Regulation (EU) No. 2014/240 of 7 January 2014 on the European code of conduct on partnership in the framework of the European Structural and Investment Funds.

11 Irregularities and recovery of the funding

- 1) “Irregularity” means any breach of applicable law, resulting from an act or omission by an economic operator (any natural or legal person, or other entity involved in the implementation of the Funds, with the exception of a Member State exercising its prerogatives as a public authority), which has, or would have, the effect of prejudicing the budget of the Union by charging unjustified expenditure to that budget according to the provisions of the REGULATION (EU) no. 2021/1060.
- 2) MA shall show zero tolerance to any cases of fraud and shall take all necessary measures to prevent and correct such cases, according to relevant national and European legislation in force.
- 3) In case of irregularity, the MA shall impose to the Lead Partner all the necessary measures for the elimination or diminishing of the consequences on the implementation of the project.
- 4) MA may suspend or terminate the contract in case the partners fail to take the imposed measures.
- 5) In case an irregularity is committed, the LP is responsible for repaying to the MA the ERDF amount affected by the irregularity, even if the irregularity was committed by one of the project partners. The ERDF amount to be repaid to the MA will be calculated taken into account also all flat rates that were automatically granted according to the Programme rules.
- 6) The MA is entitled to take the decision for suspending/terminating the Subsidy Contract, after verifying the reasons and any relevant documents presented by the LP and/or JS and the related documents.
- 7) In case the Subsidy Contract shall be terminated, the MA notifies the LP regarding this decision and the related financial measures. In this case, within 30 calendar days from receiving such notification, the LP and/or Project Partners shall fully return the ERDF amounts specified in the notification, without deducting any bank charges.
- 8) In case of irregularities committed after the end of the implementation period of the project, during the whole durability period, the Lead Partner has the obligation, in 30 calendar days from the receipt of the notification from the MA, to reimburse the ERDF amounts unduly paid including the bank charges, and interests, if the case.
- 9)) For the irregularities committed by a Project Partner, the LP is entitled to request part of these ERDF amounts from the responsible Project Partner in order to be repaid to the MA. In specific cases, for irregularities discovered after payment of the final project report, the project partners may repay the due ERDF amounts directly to the MA, notifying

the LP about this option.

- 10) If the Lead Partner does not manage to recover the unduly paid ERDF contribution from the project partners, it will inform the MA and will send all necessary documents for the MA to be able to take all necessary measures stipulated by the legislation in force.
- 11) Any extra payment done by the MA is considered unduly paid amount, and the LP has to repay the respective amounts according to the provisions of the Subsidy Contract.
- 12) In case of any ERDF unduly paid amount, and the LP has to repay the respective amounts within 30 calendar days from the receipt date of such notification from the MA.
- 13) In case the irregularity is discovered before the final payment, the MA is entitled to diminish the reimbursed ERDF amount starting with the next payment until the total recovery of the debt.
- 14) In case the irregularity resulting in an unduly paid ERDF amount is discovered after the final payment or the debt was not entirely recovered, the MA shall notify the LP regarding the unduly paid ERDF amount, and the LP has the obligation to return, within 30 calendar days as of the receiving date of the notification, the amount, including bank charges. If the Lead Partner fails to repay that amount, the procedure presented under paragraph 8-10 shall apply.
- 15) In case before the final payment, the MA determines that project indicators/objectives were not fulfilled/were partially fulfilled, proportional financial deductions shall be applied, according to the relevant legal provisions and the provisions of the Project Implementation Manual.
- 16) The final payment will be made only after the recovery of any known ERDF debts from the Lead Partner and/or any other partner of the project.
- 17) Starting with the 31st day as of the expiry of the deadlines stipulated at paragraphs 7, 8, 12 and 15 an interest rate bigger with one and a half points than the rate applied by the European Central Bank as in force on the first working day from the month of the deadline date shall be applied to the owed amounts.
- 18) In case financial corrections are applied by the European Commission to the Programme with regard to the performance framework, the Managing Authority after consultation with the Member States and the Monitoring Committee, may decide to cover the financial correction from the projects' budgets which have not achieved their indicators.
- 19) In case the European Commission applies financial corrections to the Programme on the basis of extrapolation or flat rate, the Managing Authority after consultation with the Member States and the Monitoring Committee, may decide to cover these corrections from the projects' budgets, concerned by the corrections.
- 20) In case of observations and/or reservations raised by the European Commission on the description of the Management and Control System of the Interreg VI-A Romania-Hungary Programme or in case of a system error detected, the MA has the right to temporarily withhold payments to a particular partner (LP or PP) or the project as a whole. Payment suspension(s) shall be lifted as soon as observations and/or reservations raised by the European Commission have been withdrawn and the MA has received sufficient evidence on the solution of the systemic error(s) detected.
- 21) In case of irregularities related to the relevant State aid/de minimis aid EU or national rules, the MA shall ensure the recovery of the aid granted, plus the related interests, calculated in accordance with the European provisions in force. The recovery of unlawful/misused State aid/de minimis aid shall be made according to European and national legislation in force and in compliance with Programme's rules, as well as the provisions of Minister Order No. 1299/2024 and/or Minister Order No. 1201/2023, respectively the provisions of the Memorandum of Implementation in force, where applicable.
- 22) The provisions of the present paragraph apply also in case of unlawful/misused indirect aid, irrespective of the identity and the status of the de minimis / State Aid beneficiaries,
- 23) For all those situations in which the implementation of the aid measure has not yet determined a damage to the market situation and accordingly a recovery is not necessary, the Managing Authority may issue an aid-stopping decision, covering the ERDF part of the aid awarded to LP and/or Project Partners still unpaid.
- 24) If the European Commission issues a decision for the recovery of unlawful and incompatible

aid, the decision of the European Commission to recover the unlawful or incompatible aid will be implemented by the aid provider, within the terms and conditions provided by the relevant national legislation.

12 Disputes between partners

- 1) Should any dispute arise between Lead Partner and/or any other Project Partner, amiable conciliation shall be attempted.
- 2) In case no amicable solution can be reached, the Partners shall justify with supporting documents that they negotiated at least twice on the same subject.
- 3) Any dispute that, for any reason, fails to be solved by the Partners, the applicable law shall apply.

13 Assignment, legal succession

- 1) The Lead Partner and/or any other Project Partner cannot renounce totally or partially the rights and obligations resulted from the present Partnership Agreement unless it has the clear agreement of all partners participating in the project.
- 2) In case of legal succession, e.g. where the LP and/or any other PP changes its legal form, the LP and/or any other PP is obliged to transfer all duties under this contract to the legal successor. The LP and/or any other PP shall notify the MA, via JS, about any change with 15 working days beforehand.

14 Amendment of the Agreement

- 1) Any modification to the present Agreement is made only with the agreement of all parties and takes the form of an addendum to the present Agreement.
- 2) As an exception from the provisions of paragraph 1, the LP/PP may make the following changes, with the timely notification of the other partners participating in the project:
 - i. change of headquarter may be done and shall be forwarded to the MA within 15 calendar days following the change of address;
 - ii. material errors in the text of the agreement notified to the MA immediately upon correction.
- 3) Addenda enter into force the next day after their signing by the last party, except the case when the addendum 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 Termination of the Agreement

- 1) In exceptional and duly justified cases, including “force majeure”, the Lead Partner may decide on terminating the Agreement, by a written notification, the obligations the parties have towards the MA remaining valid until the MA decide to terminate the Subsidy Contract.
- 2) The termination of the Subsidy Contract is possible only with prior approval of the MA. In such case the Partnership Agreement will be also terminated.
- 3) The Partnership Agreement may be terminated, by decision of the LP, in whole or in part, without any other delay or formality, and the PP is obliged to repay to the LP the ERDF amounts already received, in the following cases:
 - a) an inconstancy between the reality and the declarations of the partner in the Application Form is found, regarding the financing of the project from national or

- European public funds, or regarding the financing from other national or European programmes;
- b) the subsidy awarded has been partially or entirely misapplied for other purposes than those agreed upon, including 5 years from 31 December of the year in which the final payment was made to the Lead Partner;
 - c) a Project Partner closes down, unless the project partner activities are taken over by existing partners or a new partner and the project can be continued in accordance with the Programme rules;
 - d) In case of projects comprising investment in infrastructure or productive investment, the MA finds that during the implementation period of the project including 5 years from 31 December of the year in which the final payment was made to the Lead Partner, the LP or any Project Partner are subject to any of the following:
 - i. a cessation or relocation of a productive activity outside the Programme area;
 - ii. a change in ownership of an item of infrastructure which gives to a firm or public body an undue advantage;
 - iii. a substantial change affecting its nature, objectives or implementation conditions which would result in undermining its original objectives.
 - e) the PP fails to observe the provisions of Article 7 part. B of the present Agreement;
 - f) in case the project is no longer eligible, if during its implementation such modifications appear that affect the implementation conditions/ create for a third party an unjustified advantage, or if the modification is the result of a change in the nature of the property/ ceasing/ change of the location of the investment;
 - g) a Project Partner did not notify the Lead Partner in due time on a case of conflict of interests or the necessary measures for ending such a situation were not taken;
 - h) the Project Partner did not start the implementation of the project according to the provisions of the approved Application Form;
- 4) If all Partners decide on termination of this Agreement, all paid subsidy shall be paid back with applicable interest.
- 5) 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 ERDF amounts unduly paid.

16 Force majeure

- 1) Force majeure is any external event, unforeseeable, absolutely invincible and inevitable occurred after the conclusion of this Partnership Agreement and which prevents the execution of all or part of this agreement. Force majeure, established under the law, exonerates the parties in case of failure to execute totally or partially the obligations under this agreement, as long as the force majeure is in force, and only if the other party has been duly notified. It is not considered force majeure an event similar to those above which, without creating an impossibility of execution, makes extremely expensive the fulfilment of the obligations of one of the parties. The party invoking force majeure shall notify the other party regarding the force majeure event, within 5 calendar days from the date of issue of the force majeure. The party invoking force majeure is required to send to the other party, the document stating the existence of force majeure, within 15 calendar days from the date of its communication by the competent entity. The party invoking force majeure has the obligation to communicate the date of termination of the force majeure, within 5 calendar days of the termination.
- 2) The responsible party will support all costs of the notification procedure.
- 3) The parties shall take all measures at their disposal to limit the consequences of Force Majeure.
- 4) If the party claiming force majeure does not notify the commencement and termination of the force majeure, under the terms and conditions laid down, it will not be exempted from responsibility and will pay all damages caused by the lack of notice to the other Party.

- 5) The execution of the Partnership Agreement is suspended from the occurrence of force majeure during the whole period of its action.
- 6) If force majeure and / or its effects lead to the suspension of the execution of the Partnership Agreement for a period longer than 3 months, the Parties will meet within a period not exceeding 10 calendar days from the expiry date of this period in order to agree on how to continue, modify or terminate the Agreement.
- 7) Fortuitous event does not exonerate the parties in case of failure to execute totally or partially the obligations under this Agreement.

17 Protection of personal data

- 1) Personal Data processing, storage and collection shall be performed 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) for the purpose of project implementation and monitoring, fulfilment of its objectives, as well as statistical purpose.
- 2) Personal Data, as classified by Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, shall be processed in accordance with the laws aforementioned throughout the Agreement Term, including during the Agreement objective check and follow-up, to the purpose and legal ground for which/based on which this contract is concluded.
- 3) The parties shall take appropriate technical and organizational actions, according to their respective institutional powers and duties to ensure a proper Personal Data security level, either in their processing and re-processing, or in their transfer to third-parties and publishing on internal or external public sources;
- 4) The parties shall provide, according to their own institutional powers and duties, all the technical and organizational conditions to keep the Personal Data confidentiality, integrity and availability;
- 5) The parties shall inform and notify each-other within maximum 72 hours, on any processing security breaches related to the Personal Data from this Agreement, in order to be urgently adopted the required technical and organizational actions and to be notified the National Supervisory Authority for Personal Data Processing (NSAPDP), according to the obligations arising from the provisions of Regulation (EU) No. 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;
- 6) The parties, by their representatives assigned to process the Personal Data in this Agreement and in the Addendum to it, shall keep records of the processing activities according to Article 30 of the Regulation (EU) No. 2016/679.
- 7) Each beneficiary/ partner has the obligation of obtaining and keeping of the records of the acknowledgments of the persons which are part of the projects' 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 projects' objectives.

18 Correspondence

- 1) The correspondence for the present Agreement shall be submitted to the following addresses:
 - Lead Partner... [Name, address, telephone, fax, email address]
 - Project Partner 2... [Name, address, telephone, fax, email address]
 - Project Partner 3... [Name, address, telephone, fax, email address]
- 2) The partner reports and any other official document submitted for the implementation of

the project must be signed by the legal representative of the Project Partner or by its mandate.

- 3) The entire correspondence regarding the present Agreement shall be done in written form, by mentioning the title of the project, the project code and shall have a registration number (entry and exit).

19 Final provisions

- 1) The parties undertake to comply in good faith with all and every provision hereof according to the binding value of the Agreement entered into by the parties.
- 2) The Agreement is governed by the law of the country of the Lead Partner.
- 3) The working language shall be English.

20 Signatures

- 1) The present Agreement is concluded in ... copies/signed electronically. Each copy/the digital version of this agreement must be countersigned by the Lead Partner and every Project Partner.
- 2) The following Annex shall be deemed to form and be read and constituted as part of this Agreement:
Annex 1: Project Application - the latest online approved version in the Joint Electronic Monitoring System - Jems.
- 3) The Agreement and its annexes are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:
 - a) Partnership Agreement;
 - b) Any subsequent amendments to the Agreement and its annexes made in accordance with the provisions of Article 14.
- 4) All the amendments to this Agreement will be issued in ... original copies, in English language, one for the Lead Partner and one for each Project Partner, unless signed electronically.

Lead Partner
Legal representative:
Name:

Project Partner 2
Legal representative:
Name:

Signature
Date

Signature
Date

Project Partner 3
Legal representative:
Name:

Signature:
Date: