**Partnership Agreement**

**between**

*….name, full address* …………………, represented by ………………, hereafter referred to as the **“Promoter”;**

and

*….name, full address* …………, represented by **……………….,** hereafter referred to as the **“Partner”**

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

**for the implementation of the bilateral initiative**

**“………………..”**

IT IS AGREED AS FOLLOWS:

**Article 1 – Scope and objectives**

1. This Partnership Agreement (hereinafter referred to as the “Agreement”) defines the rights and obligations of the Parties and sets forth the terms and conditions of their cooperation in the implementation of the bilateral initiative titled ........., as set out in the Bilateral Initiative proposal submitted. The objectives of the bilateral initiative are, in summary, the following:

*- …………………..*

*- ………………….*

2. The Parties shall act in accordance with the legal framework of the EEA/Norwegian Financial Mechanisms 2014-2021, namely with the Regulation on the implementation of the EEA/Norwegian Financial Mechanism 2014-2021 (hereinafter referred to as the “Regulation”). The Parties expressly acknowledge to have access to and to be familiar with the content of the Regulation.

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

**Article 2 – Entry into force and duration**

1. This Agreement shall enter into force on the date of the last signature by the Parties. It shall remain in force until the Partner has discharged in full its obligations towards the Promoter as defined in this Agreement.

**Article 3 – Obligations of the Promoter**

1. The Promoter is responsible for the overall coordination, management and implementation of the bilateral initiative in accordance with the regulatory and contractual framework specified herein.

2. The Promoter undertakes to, *inter alia*:

1. ensure the correct and timely implementation of the activities;
2. promptly inform the Partner or the National Focal Point on all circumstances that may have a negative impact on the correct and timely implementation of any of the activities, and of any event that could lead to a temporary or final discontinuation or any other deviation;
3. provide the Partner with access to all available documents, data, and information in its possession that may be necessary or useful for the Partner to fulfil its obligations;
4. provide the Partner with a copy of the signed financing contract, including any subsequent amendments thereof as of their entry into force;
5. prepare and submit requests for payment, implementation reports/the final report and supporting documents, as well as requests for modification of the contract, to the National Focal Point;
6. transfer to the Partner’s nominated bank account all payments, in euro, in maximum 15 working days of its request;
7. consult the Partner before submission of any request for amendment of the Financing Contract to the National Focal Point that may affect or be of interest for the Partner’s role, rights and obligations hereunder;

[*list other obligations, if applicable*].

**Article 4 – Obligations of the Partner**

1. The Partner is responsible for carrying out the specific bilateral initiative activities in the manner described in the bilateral initiative application and in accordance with this Agreement.

2. In addition to the above obligations, the Partner shall:

1. promptly inform the Promoter on relevant circumstances that may have an impact on the correctness, timeliness and completeness of its performance;
2. take all necessary steps enabling the Promoter to comply with its responsibilities as set out in the Financing Contract;
3. provide the Promoter with all information necessary for the preparation of any reports due by the Promoter to the National Focal Point within the deadlines and according to the reporting forms set by the Promoter;
4. provide the Promoter with the proof of expenditure in accordance with article 6 of the Agreement;
5. immediately inform the Promoter of any cases of suspected or actual fraud, corruption or other illegal activity that come to its attention, at any level or any stage of implementation;
6. keep all supporting documents regarding the bilateral initiative, including the incurred expenditure, either in the form of originals or in versions certified to be in conformity with the originals on commonly accepted data carriers, for at least three years from the approval of the final report related to the Fund for Bilateral Relations;
7. provide any bodies carrying out mid-term or ex-post evaluations of the Fund for Bilateral Relations, as well as any monitoring, audits and on the spot verifications on behalf of the EEA and Norwegian Financial Mechanisms any document or information necessary to assist with the evaluation;
8. effectively participate in promoting the objectives, activities and results of the bilateral initiative.

[*list other obligations, if applicable*].

**Article 5 – Budget and activities**

1. The detailed total budget, the budget share of each Party, as well as the allocation of the budget amongst the activities to be performed by each Party is the following:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Type of expenditure\***  (the budget shall be elaborated in a single currency, Lei or Euro) | **Unit** | **Number of units** | **Unit cost** | **Total cost**  **(VAT included)** |
| **Promoter** |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| **Partner/s** |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| **TOTAL COST** | | | |  |

2. Expenditures incurred by the Partner must be in line with the general rules on eligibility of expenditure contained in the Regulation, specifically Articles 8.1 and 8.8 thereto.

3. The Partner’s bank account is:

Bank name: …………………….

SWIFT/BIC: ……………………………

IBAN: ..........................................

4. The tasks of *Promoter* are the following:

* *……………………………………*
* *…………………………………….*
* *…………………………………….*
* *……………………………………..*

5. The tasks of the *Partner* are the following:

* …………………………………
* ………………………………………
* ………………………………………..
* ……………………………………………..

**Article 6 – Proof of expenditure**

1. Costs incurred by the Partner shall be supported by receipted invoices or alternatively by accounting documents of equivalent probative value.

2. Proof of expenditure shall be provided by the Partner to the Promoter as necessary for the Promoter to comply with its obligations to the National Focal Point.

3. For the Partner from the Donor States, a report by an independent and certified auditor, certifying that the claimed costs are incurred in accordance with the Regulations for the implementation of the EEA and Norwegian Financial Mechanism, the national law and accounting practices of the Partner’s country, shall be seen as sufficient proof of costs incurred. Donor States entities may also opt for a competent public officer to provide a report, certifying that the claimed costs are incurred in accordance with the Regulations for the implementation of the EEA and Norway Grants, the national law and accounting practices of the promotor/partner’s country, provided that the relevant national authorities have established the legal capacity of that competent public officer to audit that entity and that the independence of that officer, in particular regarding the preparation of the financial statements, can be ensured. The auditor’s report shall follow the format provided in the Annex 6 to the Bilateral Guideline.

**Article 7 – Procurement**

1. National and EU law on public procurement shall be complied with by the Parties at any level in the implementation of the bilateral initiative.

2. The applicable procurement law is the law of the country in which the procurement is being carried out.

**Article 8 – Financial control and audits**

1. The Parties shall make all the necessary arrangements and grant the necessary access to ensure that any audits or financial controls notified can be carried out.

**Article 9 - Intellectual property rights**

*[Provisions on the ownership of work, materials or other results produced under the Agreement and the use thereof by the other Party should be included here.]*

**Article 10 – Co-operation with Third Parties**

1. In case of cooperation with third parties including subcontractors, the Partner concerned shall remain solely responsible to the Promoter concerning compliance with its obligations as set out in this Partnership Agreement.

2. Co-operation with third parties including subcontractors shall be undertaken in accordance with procedures set out in EU and national public procurement legislation, if applicable.

**Article 11 - Communication**

The Promoter and the Partner shall implement the communication and publicity measures in accordance with the bilateral initiative application.

**Article 12 – Confidentiality**

The Promoter and the Partner agree that any information that they obtain during the execution of this Partnership Agreement are confidential, provided that the Promoter or the Partner explicitly requests such. The same applies, without the express request, to all documentation classified as “confidential”.

**Article 13 – Modifications, withdrawals and disputes**

1. Any modification to the present Partnership Agreement shall form the subject of an amendment to this contract, which shall be submitted to the National Focal Point.

2. The Promoter and the Partner agree not to withdraw from the bilateral initiative unless there are unavoidable reasons for it.

3. In case of any disputes among themselves, the partners to this agreement are obliged to work towards an amicable settlement.

4. Each and any legal disputes that may result from or in connection with this present Partnership Agreement will be finally decided in accordance with the jurisdiction of the country where the Promoter is located.

**Article 14 – Non-execution of obligations and reimbursement**

1. In the event of total or partial incompletion of the obligations of the Parties or in the event of material errors in the effective execution of bilateral initiative activities, each party to the present Partnership Agreement undertakes to reimburse any funds that have been unduly received, within the month following notification.

**Article 15 – Irregularities**

1. Irregularities are defined in accordance with Article 12.2 of the Regulation.

2. In case an irregularity has come to the attention of one Party, that Party shall immediately inform the other Party thereof in writing.

3. In cases where measures to remedy any such irregularity are taken by the competent bodies referred to in Chapter 12 of the Regulation, including measures to recover funds, the Party concerned shall be solely responsible for complying with such measures and returning such funds to the Programme. The Project Partner shall, in such cases, return the recovered funds through the Promoter.

**Article 16 – Working language**

The working language of this Partnership shall be English.

**Article 17 – Termination**

1. Either Party may terminate this Agreement in the event of a breach by the other Party of its obligations.

2. Furthermore, in case of termination of the Project Contract for any reason whatsoever, the Promoter may terminate this Agreement with immediate effect.

**Article 18 – Legislation and force majeure**

1. This Partnership Agreement is governed by the law of the country of the Promoter.

2. No party shall be held liable for not complying with obligations ensuing from this Partnership Agreement should the non-compliance be caused by force majeure.

**Article 19 – Final provisions**

This Partnership Agreement can only be changed by means of a written amendment that is signed by the Promoter and all the Partners. The amended agreement is subject to prior approval by National Focal Point.

|  |  |
| --- | --- |
| Promoter  …………………………….  …………………………………  [Signature] | Partner  …………………………….  ………………………………….  [Signature] |