

ROMANIA

Partnership agreement as proposed for project application

- Partnership Agreement for the establishment of the Operational Group -
.....
- Recommended model -

The signatory parties

-, based in, street....., no....., having the capacity of Partnership Leader
-, , based in, street, no....., having the capacity of Partner
-

Have agreed the following:

Art.1 The partnership agreement

- 1.1. By signing this partnership agreement, the parties have agreed to implement the following project in association It is agreed by the parties that this partnership is an agreement for the cooperation of the parties in achieving common goals, not the provision of services between partners and not to create a new legal entity constituted by / between partners.

Art.2 Scope

2.1 The scope of this partnership is to establish the responsibilities of each partner in order to implement the project to be submitted in the call for projects

2.2 The provisions of the request for financing including its annexes are directly applicable to this Partnership Agreement. It will be understood that in the event of discrepancies between the provisions of this Partnership Agreement and of the request for financing , the latter shall prevail.

Art.3 Good practice principles of the partnership

- 3.1. All partners should contribute to the project in the manner specified in the request for financing and this partnership agreement.
- 3.2. Parties shall consult regularly and report to each other on the progress of the project.

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

3.4. The partners are obliged to respect the rules on conflict of interest and incompatibilities, and, in the event of a such conflict, to take measures that lead to avoidance or termination of such conflict. Otherwise, the signatories of this agreement acknowledge that the financing agreement may be terminated by decision of the Paying Agency, without formal notice, without the intervention of an arbitral tribunal / a court and without further formalities, except submission to the beneficiary (Partnership Leader) of a simple termination notice.

3.5. The Signatories of this Partnership Agreement understand and accept that culpable failure of this Partnership Agreement, in particular in relation to the Paying Agency, may result in termination of funding and, where appropriate, in exclusion of the Partnership Leader, to either partner or all members of the partnership from the award of grants from the EAFRD for a period of 2 years, under the terms of the applicant's guide.

3.6. The signatories to this agreement understand and accept that the roles and responsibilities set out in art. 6.1 incumbent upon each of the parties will be satisfied by using their own human resources and / or outsourcing of activities. Outsourcing of activities is accepted if it has been explicitly described in the request for financing, the appropriate subsection and if it follows the requirements provided by the applicant.

Art. 4 Duration of the agreement

4.1. The Partnership Agreement duration shall not exceed 36 months from the date of commencement of the implementation period of the project. The extension of the project implementation automatically will lead to extension of this Agreement.

Art. 5 Rights and obligations of the partners

5.1. Rights and obligations of the partners

a) The Partnership leader will submit the request for financing and its annexes, in the format and modalities set out in the applicant's guide, and will sign the financing contract giving him in relation with the MA/ PA the ultimate responsibility to implement the project in accordance with the financing agreement.

b) The Partnership leader will consult with its partners regularly and shall inform them regularly on the progress of the action and shall provide them copies of the reports of implementation and to all documents having impact on the smooth running of the project implementation.

c) The Partnership leader will disseminate the relevant information on the project, under the terms of the applicant's guide.

d) Proposals for changes to the project (eg activities, partners, etc.) should be agreed by the partners before being submitted to the PA for approval. When an agreement on the amendments is not reached, the leader of this partnership will indicate this when it will seek approval from the PA. Replacing the partners without their written consent is only possible in the event of culpable failure by them, proved to the PA, to implement the activities undertaken, in the event of non-compliance with the procedures set for the

proper implementation of the project or in the event of opening of insolvency proceedings against them.

e) The signatories to this Partnership Agreement understand and accept that it is forbidden to remove the partners in the project without replacing them with other entities that meet the conditions covered by the applicant's guide, take at least the obligations of the partner who is to be replaced and make proof of technical, operational and financial capacity, at least similar of the partner that is replaced. The signatories can not remove project partners by taking over their obligations by existing partners.

f) The costs incurred by the partners are eligible in the same way as those incurred by the Partnership Leader, in accordance with the responsibilities assumed in the project.

g) The signatories to this agreement understand and agree to cooperate and to support the project development, including through information and publicity activities throughout the implementation of the project.

h) To comply with the deadlines of the project's implementation as well as the deadlines for reimbursement.

i) To fulfill the objectives set out in the request for financing and under the contract.

j) To make available or provide human resources or expertise as assumed, including those needed to ensure the proper conduct of the activities for which they are responsible, according to the request for financing.

k) To inform the partners and provide them the necessary documents confirming the implementation of activities undertaken and of the expenses incurred.

l) To maintain accounting records, using analytical accounts to reflect all operations relating to the implementation of activities incumbent in accordance with the legal provisions in force.

Art. 6 Responsibilities of the parties implementing the project

6.1. The responsibilities of the partners are described in the table below and correspond to the provisions of the request for financing - which is the main document setting these aspects of the partnership.

Partener	Role and responsibilities in the project
Partnership Leader	Project Coordinator, will manage the allocated funds, responsible for project implementation. Designate the structure of the team project including specialized experts and administrative staff. Coordinate / manage technical and financial implementation of the overall project. Management of the budget of the project and allocation of financial resources to the project partners and collaborators. Ensure effective communication between all partners involved, to enable successful implementation of the project. Receives and analyzes the narrative and financial reports received from partners and collaborators. Develop technical and financial periodic reports on the progress of

	<p>implementation, activities performed, indicators achieved, the results obtained at the time of reporting and enables communication with MA/ PA. Disseminate to the target group under the conditions specified in the applicant's guide information on project results. Ensure visibility of the project and donor. </p>
Partener 1	<p>Designate a member of the organization as representative in the project. Conduct activities agreed with the Partnership leader for a better implementation of the project. Develop technical and financial periodic reports on the progress of implementation, activities performed, indicators achieved, the results obtained at the time of reporting. Ensure compulsory contribution of the applicant (Lead Partner). </p>
Partener 2
Partener 3

Art. 7 Financial commitments between partners

7.1. For activities performed in accordance with Art. 6, the partners will employ the following expenses as follows:

Partener	Estimated value of the eligible expenditures committed during the implementation of the project (lei, VAT excluded)
Partnership leader
Partener 1
Partener 2
Total

7.2. The expenditure incurred by partners will be reimbursed by PA based on documents submitted, established in the financing agreement.

7.3. If the Partnership leader will request from PA pre-financing on its behalf or for a partner, the parties agree that the amount received as pre-financing will be allocated among the partners as follows:

Partener	% received from pre-financing
Partnership leader	
Partener 1	
Partener 2	

In order to recover the amounts granted as pre-financing the partners are jointly liable pursuant to the recovery mechanism established by the PA through the financing contract.

7.5. The partners agree to provide the contribution to the project according to the request for financing and this Partnership Agreement. Thus, the partners agree to contribute to the financing of the project as follows (add as many partners as the Partnership Agreement):

Partener	Contribution to the project (lei)
Partnership leader	
Partener 1	
Partener 2	
.....

Art. 8 Public procurement

8.1. The purchases under the project will be made by the leader of partnership or any partner, in compliance with the terms of the financing agreement and of the guidelines issued by the PA.

Art. 9 Disbursements between partners

9.1. For reimbursement of expenses incurred under the project by the PA, each partner on the basis of the activities performed and according to the time allotted, will issue a request for refund / invoice (according to the law) to the Partnership leader within
.....

9.2. If opting for invoices, they shall cover:

- a) the work done according to the project
- b) the line from the project budget, corresponding to the reimbursement of the activity undertaken.

9.3. The parties agree that the issuance of the request for refund / invoice to be made together with the supporting documents certifying the expenditures required for reimbursement activities according to the application and requirements of the PA. The signatories to this Partnership Agreement understand and accept to make available all documents necessary to prove the activities and expenditure requested by the PA.

9.4. The pre-financing amounts required and reimbursement of costs incurred by the partnership in the project will be received in the account / accounts dedicated, opened on behalf of the Partnership leader in accordance with the legal provisions in force.

9.5. The partnership leader has the obligation to transfer to the partners, within 3 working days from the date of receipt, the amounts referred to in art. 9.4. owed to each entity within the partnership.

9.6. The partnership leader has the obligation to send a written notification to both partners and PA, regarding the transfer of the amounts in the partners' accounts.

9.7. In the case that the Partnership leader and / or its partners benefit from amounts granted as pre-financing, the interest accrued on pre-financing accounts opened in the name of each entity shall be reported and shall be deducted by the PA.

Art. 10 Property rights

10.1. Property, securities and intellectual and industrial property rights on project results, reports and other documents related to it will remain to the Partnership leader.

10.2. Without prejudice to intellectual and industrial property rights, the project leader has an obligation to disseminate relevant information on the outcome of the project under the conditions specified in the applicant's guide.

10.3. The project leader will provide to the MARD a non-exclusive and free license with the results of the project in order to ensure full dissemination of the results that may occur after the project.

Art 11 Confidentiality

11.1. The parties to this Agreement agree to keep strictly confidential the information received during the implementation of the project and agree to prevent any unauthorized use or disclosure of such information. The parties understand to use confidential information only in order to fulfill the obligations of this Partnership Agreement.

Art 12 Notifications

12.1. Any communication between partners in connection with this Agreement shall be in writing.

12.2 Any written document must be registered both when sent or received.

12.3. Communications between parties that do not relate to data and confidential information will be made also by telephone, telegram, telex, fax or e-mail, provided the reception of communication is confirmed and can be proven.

Art. 13 Applicable law

13.1. This Agreement will be applied and interpreted in accordance with Romanian law.

13.2. Throughout this Agreement, the parties shall have the right to agree in writing to amend certain clauses by an addendum, anytime their interests require this or when these circumstances occur and could not have been foreseen when they signed this Partnership Agreement.

Art. 14 Litigation

14.1. Any dispute which may arise out of or in connection with this Agreement shall be resolved by negotiation between the parties, and in case they do not reach any agreement

on the settlement of this dispute, they will be resolved by the competent courts in accordance with the provisions of the applicable law.

Art. 16 Final provisions

16.1. Parties shall ensure that appointed representatives whose signatures appear below have been invested at the time of signing / execution of this Partnership Agreement, with all legal powers to sign and execute this Partnership Agreement.

16.2. If the project of the Operational Group must be stopped due to a non compliance with the project plan, all expenses incurred up to that point will be refunded to the paying agency.

16.3. If the Operational Group has complied with the project plan but given the innovative nature of the project it has not resulted in concrete results, expenses incurred up to that point will not be refunded to the paying agency, except for investments in infrastructure / processing capabilities that will be reimbursed .

This Partnership Agreement was drawn up and signed today on in originals, in Romanian, one for each party and one for the PA, all having the same legal value.

SIGNATORIES,

Partnership leader	Name/Surname	Signature	Date and place
Partener 1			
Partener 2			
Partener 3			