**Project Partner Statement[[1]](#footnote-1)**

A Partnership is a relationship of substance involving shared responsibilities in undertaking the project to be funded by the Interreg VI-A NEXT Romania- Republic of Moldova Programme.

1. **The Partner**, [*name of the organization - in national language*], represented by the undersigned, […………...], as legal representative**[[2]](#footnote-2)**, in the context of the present Call for proposals, hereby declares that principles of good partnership will be followed, and also that:
2. We have read the project proposal and understood what our role in the project will be before the project proposal is submitted for evaluation.
3. The information in the application form is accurate and true to the best of my knowledge.
4. We designated and authorise the lead partner [insert the name of the lead partner - in English and in national language] represent the partner during the selection process in the context of this Call for proposals and further on, to sign the contract with the Managing Authority and represent it during project implementation.
5. Is aware of the lead partner’s obligation to consult the partnership regularly and keep it fully informed of the progress of the project implementation.
6. Has got acquainted with the Interreg VI-A NEXT Romania-Republic of Moldova Programme, read the Guidelines for grant applicants and the draft version of the grant contract, and understood what our respective obligations under the contract will be, if the grant is awarded.
7. Has the sources of financing and the professional competence and qualifications required to implement its share of project activities, as described in the application form.
8. Commits itself to the project and the activities laid down in the application form, and intends to provide the total amount of EUR [insert amount] as contribution to the project’s budget.
9. Is aware of the programme rules on reimbursement and de-commitment, and confirms the availability of own resources for pre-financing the activities and understands what its role will be in the project;
10. Have stable and sufficient sources of finance to ensure the continuity of the organisations throughout the project duration, to play a part in co-financing it and to ensure the needed cash flow.
11. Confirms that no expenditure related to the above-mentioned project has been, is or will be funded, in part or in whole, by any other EU-funded programme or by any other national/international funds;
12. Declares to accept all obligations as a project partner deriving from the grant contract, which will be signed by the lead partner of the project after the approval, as well as the project partnership agreement which will be concluded between all partners participating in the project;
13. Commits itself in complying with the relevant, public procurement rules (internal, national, European and programme specific rules if existing) and in making the results available to the public.
14. Is able to open a dedicated bank account in a state-owned bank and to transfer/ receive funds to/ from foreign countries.
15. Is aware that, in case of contracting, proposals for substantial changes to the project (e.g. activities, Partners, etc.) should be agreed by the Partners before being submitted to the Managing Authority.
16. Have agreed with the lead partner that he is obliged to send us copies of the reports made to the Managing Authority.
17. Is aware of the obligation to sign a Partnership Agreement specifying the Partners’ tasks and obligations in the project, before the signing of the grant contract with the Managing Authority.
18. Will keep available all documents related to the project in accordance with the programme requirements on the availability of documents.
19. Will assume responsibility in the event of any irregularity in its own declared expenditures, and will repay the lead partner the amounts unduly received/ paid.
20. Will inform the public about European Communities’ assistance received from the Programme to implement the project in compliance with the visibility rules of the Interreg VI-A NEXT Romania-Republic of Moldova Programme.
21. The costs presented in the own budget include VAT[[3]](#footnote-3) [select] 🞏 YES 🞏 NO
22. Is directly responsible for the preparation, management and implementation of the project, and is not acting as an intermediary.
23. Each entity partner in the project or person with attributions of representation, decision-making or control over it does not fall into any of the situations listed below (according to Art. 138 of Regulation (EU, Euratom) 2024/2509) :
* A person or entity, will be excluded from financing if that person or entity is in one or more of the following exclusion situations:

(a) the person or entity is bankrupt, subject to insolvency or winding-up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended, or it is in any analogous situation arising from a similar procedure provided for under Union or national law;

(b) it has been established by a final judgment or a final administrative decision that the person or entity is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;

(c) it has been established by a final judgment or a final administrative decision that the person or entity is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person or entity belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:

(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of eligibility or selection criteria or in the implementation of the legal commitment;

(ii) entering into agreement with other persons or entities with the aim of distorting competition;

(iii) violating intellectual property rights;

(iv) unduly influencing or attempting to unduly influence the decision-making process to obtain Union funds by taking advantage, through misrepresentation, of a conflict of interests involving any financial actors or other persons referred to in Article 61(1);

(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;

(vi) incitement to discrimination, hatred or violence against a group of persons or a member of a group or similar activities that are contrary to the values on which the Union is founded enshrined in Article 2 TEU, where such misconduct has an impact on the person or entity’s integrity which negatively affects or concretely risks affecting the performance of the legal commitment;

(d) it has been established by a final judgment that the person or entity is guilty of any of the following:

(i) fraud, within the meaning of Article 3 of Directive (EU) 2017/1371 of the European Parliament and of the Council and Article 1 of the Convention on the protection of the European Communities’ financial interests, drawn up by the Council Act of 26 July 1995 ;

(ii) corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 or active corruption within the meaning of Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997 (51), or conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA (52), or corruption as defined in other applicable laws;

(iii) conduct related to a criminal organisation as referred to in Article 2 of Council Framework Decision 2008/841/JHA (53);

(iv) money laundering or terrorist financing within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament and of the Council (54);

(v) terrorist offences or offences related to terrorist activities, as defined in Articles 3 to 12 of Directive (EU) 2017/541 of the European Parliament and of the Council (55), or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 14 of that Directive;

(vi) child labour or other offences concerning trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council (56);

(e) the person or entity has shown significant deficiencies in complying with main obligations in the implementation of a legal commitment financed by the budget which has:

(i) led to the early termination of a legal commitment;

(ii) led to the application of liquidated damages or other contractual penalties; or

(iii) been discovered by an authorising officer, OLAF, the Court of Auditors, or the EPPO following checks, audits or investigations;

(f) it has been established by a final judgment or final administrative decision that the person or entity has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95 (4);

(g) it has been established by a final judgment or final administrative decision that the person or entity has created an entity in a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations, including those related to working rights, employment and labour conditions, in the jurisdiction of its registered office, central administration or principal place of business;

(h) it has been established by a final judgment or final administrative decision that an entity has been created with the intent referred to in point (g);

(i) the entity or person has intentionally and without proper justification resisted an investigation, check or audit carried out by an authorising officer or its representative or auditor, OLAF, the EPPO, or the Court of Auditors. It shall be considered that the person or entity resists an investigation, check or audit when it carries out actions with the goal or effect of preventing, hindering or delaying the conduct of any of the activities needed to perform the investigation, check or audit. Such actions shall include, in particular, refusing to grant the necessary access to its premises or any other areas used for business purposes, concealing or refusing to disclose information or providing false information.

**II.** **I also declare that** all documents annexed to the Application Form, or which will be uploaded into JEMS during the contracting phase as well as throughout the implementation, and also during the durability period, on behalf of the institution:

1. Are the original documents electronically signed with the qualified electronic signature or scans of the original documents

 or of an authenticated copy

1. . All the originals are available to be provided whenever is necessary.
2. The English translations of the documents provided in national language are accurate and correct.

**III.** As legal representative, **I also declare that**:

1. The organisation/institution has fulfilled its obligations related to the payment of debt to the consolidated state budget[[4]](#footnote-4)/national public budget[[5]](#footnote-5), in accordance with the legal provisions of the country in which it is established.
2. The organisation/institution has fulfilled its obligations related to the payment of debt to the local budget[[6]](#footnote-6) in accordance with the legal provisions of the country in which it is established.

**IV.** [if equipment with installation is to be purchased by the Partner] **I also declare that**:

1. Each location (building/space) where the equipment is to be installed is free of any encumbrances, is not the object of a pending litigation, is not the object of a claim according to the relevant national legislation.
2. Documents proving the ownership rights over the respective location/s (building/space) and registration in the public registers are available and will be provided before the signature of the grant contract.

**V.** **I also declare that** Ms./Mr. [……….] is hereby authorized:

1. To fill in the annexes to the Application Form: Financial Capacity Self-Assessment and State Aid Self-Assessment on behalf of the institution,
2. To submit all the annexes required by Interreg NEXT Romania-Republic of Moldova 2021-2021 Programme,
3. To ensure communication with the contact person appointed by the Lead Partner during the evaluation stage, including to answer to any request of clarifications, within the deadlines required.

Legal representative [name/surname]

Signature

1. Each partner (except for the Lead partner, who will sign the Project statement) shall issue a project partner statement, signed by the legal representative of the entity. [↑](#footnote-ref-1)
2. In case the legal representative of the institution is not available to sign, an official mandate in required to be provided by the person signing the Project Statement. [↑](#footnote-ref-2)
3. Only for evaluation purposes. See section 4.2.2 Taxes and VAT of the Guidelines for the applicants [↑](#footnote-ref-3)
4. For Romanian partners [↑](#footnote-ref-4)
5. For Moldovan partners [↑](#footnote-ref-5)
6. For Romanian partners [↑](#footnote-ref-6)