Interreg NEXT Romania - Republic of Moldova | Co-funded by the European Union

Agreement between Lead Partner and Partners

Interreg NEXT Programme Romania-Republic of Moldova

PARTNERSHIP AGREEMENT[1]

This Partnership Agreement is a legal document which formalizes the relationship between the Lead Partner and the Partners stating mutual right, duties and responsibilities, provisions for sound technical and financial management and implementation of the project, as well as recovery of funds.

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) 2021/947 of the European Parliament and of the Council of 9 June 2021 establishing the Neighbourhood, Development and International Cooperation Instrument – Global Europe, amending and repealing Decision No 466/2014/EU and repealing Regulation (EU) 2017/1601 and Council Regulation (EC, Euratom) No 480/2009;
- the Interreg NEXT Programme Romania-Republic of Moldova approved by the Commission Implementing Decision of 30 November 2022 including all subsequent modifications and additions;
- Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union18 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, including all subsequent modifications and additions;
- REGULATION (EU) 2016/679 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

[1]This formal document may be modified and adjusted to the individual needs, the legal and administrative framework of the Beneficiaries to the project, however without any contradiction to the defined legal base set out below and to the call for proposals' documents.

Before the signature of the Grant Contract, the Partnership Agreement has to be signed by the Lead Partner and the Partners and provided to the Joint Secretariat. Failure to submit the PA within the above-mentioned deadline may cause the delay of the contract signature.

As this Partnership Agreement serves only as a model, there is no guarantee and no liability for completeness, correctness, up-to-datedness and full compatibility with EU and national law.

and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) including all subsequent modifications and additions;

- Financing Agreement concluded between the Government of Republic of Moldova and the European Commission as;
- Guidelines for the grant applicants for regular projects and any subsequent corrigenda, approved by the Monitoring Committee.
- Grant contract for implementation of the project [Enhancing disaster risk prevention through cooperation and joint development in Aroneanu Commune and Cubolta Commune]

the following agreement is concluded between:

CUBOLTA COMMUNE – LP1, address Cubolta Commune, Singerei, Street Stefan cel Mare si Sfant, no 58, Moldova, Postal code 6221 hereinafter referred to as the "Lead Partner", represented by Sirbu Alexandru

and

ARONEANU COMMUNE – PP2, address Aroneanu Commune, Street Aron Voda, no 47, Iasi, Nord-Est, Romania, Postal code 707020, hereinafter referred to as the "Partner 2", represented by Benoni Moruzi

and

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for the implementation of the project *Enhancing disaster risk prevention through cooperation and joint development in Aroneanu Commune and Cubolta Commune*, approved through Decision no 25/27.02.2025 of by the Monitoring Committee of the Interreg NEXT Programme Romania-Republic of Moldova.

§ 1 Subject of the agreement

1.1 The subject of this agreement is the set-up of a partnership in order to implement the project financed by the Interreg NEXT Programme Romania-Republic of Moldova, *Enhancing disaster risk prevention through cooperation and joint development in Aroneanu Commune and Cubolta Commune* and to define the rules of procedure for the joint implementation of this project.

1.2 Through the present agreement, the parties establish their right and duties, the way of achieving their tasks and the relations between the Lead Partner and the Partners, which shall apply in order to achieve the specific objectives, results and outputs of the above-mentioned project, including its contribution to the programme Results and Output.

1.3 The terms and conditions of the present express of will, which is constituted by the present agreement, are known and accepted by the Lead Partner and all the Partners.

1.4 By means of this agreement, the parties acknowledged and agreed with the grant contract provisions and annexes, as communicated by the Lead Partner, as well as with the grant amount and percentage from the total eligible costs of the project to be financed by the Managing Authority.

1.5 In case the project is not finalized during the implementation period as defined by Article 2.3 of the grant contract and depending on the category of non-achieved indicators (i.e. contributing directly to the Programme indicators), the Lead Partner and the Partners shall ensure funds from their own resources outside the project budget to finalize the project within a timeframe established between the Parties. The decision regarding the closure of the project will be taken in accordance with the relevant instructions/guidelines/manuals, which the Lead Partner and Partners are obliged to observe.

§ 2 Duration of the agreement

2.1 The Partnership Agreement enters into force on the day the Grant contract enters to force and shall have the same validity period as the grant contract, namely five years from 31st December of the year in which the last payment by the Managing Authority to the Lead Partner is made or request for recovery, whichever occurs later. If the case, the time period shall be extended until any on-going audit, verification, appeal, litigation or pursuit of claim is disposed of.

2.2 The Partnership Agreement shall continue until all obligations of the Lead Partner and Partners as written in the Grant Contract are fulfilled.

§ 3 Division of tasks between the Partners

3.1 Activities to be implemented by the Lead Partner and the Partners outputs, results and specific objectives to be achieved by the project, as well as management and information and communication arrangements are specified in the project Application form.

§ 4 Value of the project

4.1 The total value of the project is of 1,661,436.74 EUR, 100%, out of which:

- the total eligible value of the project is of 1,661,436.74 EUR
- INTERREG contribution is of 1,495,293.06 EUR and 90%
- the own contribution of the Lead Partner and Partners is of 166,143.68 EUR and 10%

Flat rates

4.2 The following percentages are to be applied in the individual budgets of the Lead Partner and each Partner as flat rates to be used during project implementation:

[For regular projects]

Staff costs (to be applied to the amount of eligible costs other than staff costs of the Lead Partner and each Partner)

LP1 [4%]

PP2 [4%]

Office and administrative costs (to be applied to the amount of direct eligible costs of the Lead Partner and each Partner)

LP1 [0%]

PP2 [0%]

Expenditure commitment

The minimum amount each partner commits to spend and submit for control until half of the implementation period has elapsed is provided below:

Month of implementation	Amounts to be submitted for control			
	LP1	PP2	PP3	PP4
Amount submitted for control until half of the implementation period has elapsed (month 12)	55,188.19	54,523.88		
Partner's total budget	841.903,77	819,532.97		

4.3 In case the amounts submitted for verification are lower when compared to the amounts forecasted for the half of the implementation period, as mentioned in art. 5.12 of the contract, the MA is entitled to decommit project funds, by reducing the original project budget and the corresponding Interreg contribution, as follows:

-5% reduction of the budget for the partners who have submitted for control an amount lower than 75% of the amount mentioned in art 5.12 of the contract;

-10% reduction of the budget for the partners who have submitted for control an amount lower than 50% of the amount mentioned in art 5.12 of the contract.

4.4 In case of a decision to reduce the project budget, the Lead Partner shall submit to the MA a revised budget, reflecting the decommitment, within 10 days following the receipt of MA's notification. In case of failure to respect the deadline, the reduction shall be applied proportionally to all budgetary lines. The modification of the contract in case of reduction at project level shall take the form of a decision of the representative of the MA signing the contract, which will be notified to the Lead Partner and which becomes part of the contract.

4.5 The reduction shall be done without prejudice to the partners' obligation to implement all the activities and achieve all the results, according to the approved project.

§ 5 Payments

5.1 Financial Identifications for the project special accounts

a) In order to receive and make payments for the project implementation, the Lead Partner shall provide to the Joint Secretariat with the financial identifications of the accounts in EUR and in the national currency, opened by all the Partners, to be used for the financial management of their part of the project budget.

b) The financial identifications must be provided as originals.

c) All payments shall be done in EUR.

5.2 Transfer of the advance

5.2.1 An advance payment shall be granted from INTERREG funds, representing 20% for regular projects of the value of the contract, subject to availability of INTERREG funds. In order to receive the advance payment, the Lead Partner must send an advance payment request to the MA, stipulating the amount and the bank account.

5.2.2 The transfer of the advance payment shall be made by the Lead Partner to the Partners no later than 10 calendar days from the day when the advance is paid by the Managing Authority (MA) in the account of the Lead Partner.

5.2.3 The advance will be recovered by deducting 20% for regular projects from the eligible value of the next payment requests until the amount is recovered. If the advance is not recovered from the interim payment requests, the amount will be cleared from the final balance.

5.3 Further transfers of funds

a) Following the individual payment requests submitted by the Partners, the Lead Partner is responsible for transferring funds to the accounts of the Partners in an appropriate amount, according to the request for payment approved by the Managing Authority.

b) In this respect, the Lead Partner must inform the Partners that he has the intention to submit a collective request for payment to the Managing Authority/JS, in due time to allow them to prepare their individual requests for payment.

c) The basis to submit to the Managing Authority any collective (interim/ final) request for payment is that every individual payment request submitted by the Partners to the Lead Partner is accompanied by the corresponding control report issued after the verification of the Partner's on expenditure, conforming to the instructions of the MA, issued by a controller appointed in accordance with the control system established at national level.

d) In this respect, the Lead Partner and all Partners must present their documents to the controllers. Based on the technical and financial reports drafted by the Lead Partner and the Partners, and the corresponding evidence, each controller verifies whether the costs declared are eligible, as well as the interest from the grant and issues a control report conforming to the instructions of the MA.

e) The Lead Partner and the Partners grant the controllers all access rights necessary for the verification.

f) The control report accompanying a request for payment of the final balance covers all expenditures not covered by any previous control report.

g) In case the Lead Partner does not receive from one or more Partners the individual payment request(s) accompanied by the corresponding control report(s), it may nevertheless submit the interim payment request provided that there is proper justification analysed and approved ex-ante by the MA. In such situation, MA will reduce the interim payment with the corresponding share(s) of grant pertaining to the Partner(s) who failed to submit the individual payment request(s).

h) Payment requests accompanied by a control reports shall be submitted by the Lead Partner, at any given time for one or more partners, provided that the amount claimed for reimbursement is not lower than 5,000 euro. Exceptions can be made in cases where the beneficiaries require an additional reimbursement to be able to ensure the cash flow, but in this case they must provide sufficient justifications, as well as in cases where the failure to submit a payment application with a value of less than 5000 EURO can have the effect of decommitment at the programme level. The reports shall be submitted not later than every 4 months of the implementation period, in maximum 45 days after the respective 4 months have elapsed.

i) The Partner(s) must submit to the Lead Partner within 6 months from the start date of implementation, the feasibility study(ies) or equivalent, the building permit(s) and any other execution details, consents, approvals, authorizations and agreements requested by the national laws of the respective country and mandatory to begin execution of the infrastructure, certified by the legal representative. In the absence of the above mentioned documents or in case of their incompliance with the application form including its annexes, the grant Contract may be terminated by the MA.

j) The transfer of funds to the Partners must be done without any delay, in due time to allow smooth implementation of the project, only in the EUR accounts indicated in the Financial Identifications provided by the Partners, no later than 10 calendar days from the day the payment is made by the Managing Authority (MA) in the account of the Lead Partner. If the Lead Partner considers that the transfer should not be done to one or more Partners, either because the EU funds could be jeopardized, or because the contract was/is breached by the Partner/Partners concerned, it shall consult the MA accordingly.

k) If exceptional circumstances occur, the MA may retain the payment to the Lead Partner or request the Lead Partner to retain the payment to the Partner(s). The MA shall make each payment under the condition of availability of funds.

l) In the case of contracts signed based on virtual pre-contracting site visits, the correctness and conformity of the information and documents presented by the Lead Partner and Partners during the virtual pre-contracting visits shall be verified during the first monitoring on-site visit performed by the JS. If it is concluded that the information or the documents provided by the Partners during the virtual pre-contracting visits are inaccurate or are misrepresented, further payments will not be made and the Contract may be terminated in accordance with Article 17 of the grant contract.

m) The Lead Partner is responsible to check with the Partners and periodically inform the MA that co-financing for the project is provided as it was committed within the present agreement.

§ 6 Rights and obligations of the Lead Partner

6.1 Communication with the management structures of the programme

a) The Lead Partner is the intermediary for all communications between the Partners and the MA/JS. Notwithstanding this provision, the MA/JS may address directly any of the Partners if the circumstances so require, with copy to the Lead Partner.

b) The Lead Partner is obliged to make available to the other Partners, either in paper and/or electronic form, as the case may be, all documents, information, instructions, recommendations etc. received from the MA/JS that are relevant and necessary for the implementation of their activities or the execution of the grant contract.

c) At any time, the Partners may request the Lead Partner to contact the MA/JS for clarifications or information necessary for correct implementation of their part of the Project. In such cases, the Partners must transmit to the Lead Partner all relevant information and documents necessary to support the request, and the Lead Partner must pass on this request to the MA/JS without any delay.

d) The Lead Partner shall inform the Partners without delay about any audits, checks, monitoring or evaluation missions, including about documents, accounts, evidence etc. required to be available for the respective verifications

6.2 The grant contract

a) The Lead Partner must obtain the agreement of the Partners before initiating any modification of the grant contract.

b) The agreement of every Partner must be expressed in writing and attached to any request for modification of the grant contract, forwarded by the Lead Partner to the MA/JS.

c) Partners' agreement is not necessary in case the Lead Partner or a Partner requests to change of the contact person or of the legal representative of the Lead Partner/Partners, change of the bank account, or address.

6.3 Implementation of the grant contract

a) The Lead Partner may not delegate any, or part of, his tasks to the Partners or other entities.

b) The Lead Partner assumes responsibility for ensuring implementation of the entire project, respectively monitor and ensure that the entire project is implemented in accordance with the grant Contract, the Guidelines for Grant Applicants, the Programme and the applicable EU and national legislation, and ensure coordination with all Partners in its implementation.

c) The Lead Partner is responsible for the correct management of INTERREG amounts, according to the provisions of the grant contract and of the present agreement. To this end, it shall have access to all the relevant places/documentation, which it shall use exclusively to verify the conformity of the implementation with the grant contract/the correct management of the project budget.

d) The Lead Partner ensures the timely start of the project implementation and that it is entirely implemented in due time and according to the obligations provided by the grant contract.

e) Before the grant contract signature, until the pre-contracting visit takes place, the Lead Partner must verify by any means that the information provided by the Partners within the grant application form is real and accurate (e.g. availability of material, human and financial inputs to be provided to the project), as well as any other information concerning the Partners and mentioned within the grant application form.

f) The Lead Partner is responsible to monitor and verify the progress of Project outputs, results and specific objectives during implementation including its stated contribution to programme Results and Output indicators. Also, it is responsible to monitor and verify during implementation or after the payment of the final balance as required, the durability arrangements described in the project and imposed by the contract and promptly inform the MA on any deviation.

g) The Lead Partner is responsible to implement the activities established with the Partners, necessary for full technical and financial implementation of project targets, as foreseen in the grant contract.

h) The Lead Partner is the sole recipient, on behalf of all of the Partners, of the payments from the MA. The Lead Partner shall ensure that the appropriate payments are then made to the Partners without delay and in full accordance with the arrangements laid down in this Agreement. No amount shall be deducted or withheld and no specific charge with equivalent effect shall be levied that would reduce those amounts for the Partners. Notwithstanding the provisions of this paragraph, the provisions of Article 4.6, 4.12, 4.13, 5.14, 18.5, 18.6 of the Grant contract shall apply.

i) The Lead Partner notifies the MA/JS of any change in the legal, financial, technical, organisational or ownership situation of the Lead Partner or of any of the Partners affecting project's implementation, as well as, of any change in the name, address or legal representative of the Lead Partner or of any of the Partners.

j) The Lead Partner shall notify the MA regarding any events that may result in delays in the implementation of the project and/or that may affect the budget, regardless if he discovers these events on its own or if other Partners inform him on these aspects.

k) The Lead Partner is responsible together with all the Partners for supplying and uploading into JeMS all the documents and information related to project's implementation according to MA/JS instructions, in particular reports, modification requests and the requests for payment. Where information from the Partners is required, the Lead Partner shall be responsible for obtaining, verifying and consolidating this information before passing it on to the MA/ JS.

6.4 Reporting

a) The Lead Partner collects all documents from the Partners in order to complete the technical and financial interim / final implementation report, no later than every 4 months, requests for payments, and all other necessary documents, and notifies the Partners about the deadlines for submitting them to JS/MA.

b) The Lead Partner requests any information and additional documents from the Partners, necessary for drafting the documents requested by the MA/JS. The Lead Partner has the obligation to mention in the request the deadline for the Partners.

c) The Lead Partner shall send periodically, to each Partner, copies of the reports submitted to the JS/MA, and also the action plans and recommendations following analysis of these reports by the JS/MA, and shall inform them regarding the relevant communications with the implementing bodies of the programme.

d) The Lead Partner ensures the correctness of the technical and financial interim / final implementation report, requests for payment, and all documents drawn up by the Partners and verifies that the expenditure presented by the Partners has been examined by the controllers.

e) The Lead Partner ensures that the expenditure presented by the Partners has been incurred for the purpose of implementing the project and corresponds to the activities set in the grant contract.

f) The Lead Partner informs all the Partners regarding the approval of the technical and financial interim report / final implementation report and payment requests.

g) For a project with an infrastructure component, the Lead Partner together with the Partners shall submit annually reports on ensuring the durability aspects as indicated in the Application form and/or as recommended by any monitoring missions for a period of five years starting from the first year following the payment date of the final balance to the project. The annual deadline for submission of the above mentioned reports is of maximum 30 days from the day and month of the payment of the final balance to the project.

h) For a project contributing to programme result indicator/s to be completed within 12 months after the end of the implementation period, the Lead Partner and Partners shall provide the MA/JS with a durability report on the achievement of the respective programme result indicator/s and the relevant supporting evidence within 30 days after the 12 months period has elapsed.

i) Only at the request of the MA, the Lead Partner together with the Partners of projects that do not include an infrastructure component shall sustainability reports for the five years following the project closure, having as deadline maximum 30 days from the day and month of the payment of the final balance to the project;

j) The Lead Partner is responsible for keep track of the project activities, of the amounts received from the MA and of the transfers to the Partners, and is also responsible for ensuring that measures recommended by JS/MA to improve project implementation are executed within the deadlines.

k) The Lead Partner must notify all Partners regarding any situation that may lead to the temporary or permanent impossibility or to any other drawback in the implementation of the action.

6.5 Monitoring on-site visits

a) The Lead Partner shall centralize evidence of the activities performed by all the Partners to be presented during monitoring on-site visits, as requested.

b) Following the on-site visits, the Lead Partner shall send to each Partner copies of the site-visit reports, and is responsible for ensuring that measures recommended by JS/MA to improve project implementation are executed within the deadlines.

6.6 Irregularities

a) In case an irregularity is discovered, the Lead Partner shall communicate in maximum 3 working days from the date of discovering the irregularity, to all Partners, to take all the necessary measures for eliminating or diminishing the consequences on the implementation of the project.

b) For the irregularities committed by a Partner, the Lead Partner is entitled to turn against the Partner, through any legal means of action.

§ 7 Rights and obligations of the Partners

7.1 Communication with the Lead Partner

a) The Partners have the obligation to respond to any request of the Lead Partner in the deadline stipulated in the respective request.

b) The Partners ensure that all information to be provided and requests made are sent via the Lead Partner to the MA/JS, except for the cases where the MA/JS sends requests directly to the Partners; in these cases, the Partners shall address directly to the MA/JS, with copy to the Lead Partner;

c) The Partners agree upon appropriate internal arrangements for the internal coordination for any matter concerning the grant Contract and this Agreement, consistent with the provisions of the grant Contract and of this Agreement and in compliance with the applicable legislation(s);

d) The Partners shall inform the Lead Partner on the upcoming major project events with sufficient time before, but not less than 12 days prior to carrying out the event;

e) Each Partner agrees upon the processing of their personal data for monitoring, control, promotion and evaluation of the Programme purposes.

7.2 Implementation of the grant contract

a) The Partners carry out the project jointly and severally vis-a-vis the MA taking all necessary measures to ensure that the project is implemented in accordance with the grant Contract, including the Description of the project in Annex I of the Contract, the Guidelines for Grant Applicants, the Programme and the EU and national legislation applicable and this Agreement. To this purpose, the Partners shall implement the project with due care, transparency and diligence, in line with the principle of sound financial management and shall involve all the financial, human and material resources required for implementation of their part of the project as specified in the Description of the project;

b) The Partners understand and agree that, for the sound implementation of the project, the MA, either directly or through the JS, may issue mandatory instructions, guidelines, and manuals.

c) The Partners are responsible for complying with any obligation incumbent on them from the grant Contract and this Agreement jointly or individually. In this respect, the Partners shall be legally and financially responsible for the activities that they are implementing and for the share of the Union funds that they receive.

d) The Partners commit themselves to ensure 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 between the payments from the programme.

e) The Partners must periodically inform the Lead Partner about the co-financing provided and spent during the project implementation if it not automatically calculated by JeMS.

f) The Partners shall comply with the national and European legislation in general and especially on procurement rules, state aid, equal opportunities, sustainable development, and environmental protection.

g) The Partners must notify 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 action in maximum 3 working days from the event.

h) The Partners shall ensure that they have all rights to use any pre-existing intellectual property rights necessary to implement the grant Contract.

i) The Partners shall grant the MA/ JS, the National Authorities of the countries participating in the Programme and the European Commission the right to use freely and as they see fit, and in particular, to store, modify, translate, display, reproduce by any technical procedure, publish or communicate by any medium all documents deriving from the project whatever their form, provided it does not thereby breach existing industrial and intellectual property rights.

j) The Partners shall allow verifications to be carried out by the Audit Authority, the European Commission, the European Anti-Fraud Office, the European Court of Auditors, the national authorities in the countries participating in the Programme, the MA/ JS and any bodies / entities authorised by the MA or the above mentioned institutions and bodies that may exercise their power of control concerning premises, documents and information irrespective of the medium in which they are stored. The Partners have to take all steps to facilitate their work.

k) The verifications described above shall also apply to the activities of contractors, subcontractors and any recipient of financial support who have received Union financing. To this end, each Partner shall ensure, through contractual provisions and any other means at their disposal, that these persons are legally bound by the same obligations as the Partners toward the Audit Authority, the European Commission, the European Anti-Fraud Office, the European Court of Auditors, the national authorities in the countries participating in the Programme/control contact point, the MA/ JS and any bodies / entities authorised by the MA or the above mentioned institutions and bodies, and that its own documentation can remedy any shortcoming to the effective enforcement of the said obligations.

l) The Partners shall allow (subject to the observance of the grant contract provisions) the entities mentioned above to:

a) access the sites and locations at which the project is implemented;

b) examine its accounting and information systems, documents and databases concerning the technical and financial management of the project;

c) take copies of documents;

d) carry out on the-spot-checks;

e) conduct a full audit on the basis of all accounting documents and any other document relevant to the financing of the project. Additionally, the European Anti-Fraud Office shall be allowed to carry out on-the-spot checks and inspections in accordance with the procedures laid down by the European Union legislation for the protection of the financial interests of the European Union against fraud and other irregularities.

m) The Partners shall participate to the programme events and mandatorily to the trainings organized by the programme bodies.

7.3 Procurement rules

a) If the Lead Partner and the Partners have to conclude procurement contracts with contractors in order to carry out certain project activities, they shall respect the procurement rules set out in Regulation (EU) no 1059/2021.

b) Contracting authorities or contracting entities within the meaning of the Union legislation applicable to procurement procedures located in the Member States, shall apply national laws, regulations and administrative provisions adopted in connection with Union legislation, as laid down in Article 58.1(a) of the Regulation (EU) no 1059/2021.

c) In all other cases, the public or private Partners shall apply the provisions set out in Articles 58.2 of the Regulation no 2021/1059, the provisions of Regulation no 2509/2024 and *Annex II Public Procurement* of the Financing Agreement between Republic of Moldova, Romania and the European Commission.

d) The Lead Partners and the Partners shall ensure that the conditions applicable to them under Articles 7, 10, 11, 13, 14, 20, 21 and 23 of this Contract are also applicable to contractors awarded a procurement contract.

e) If it is not foreseen otherwise in the national legislation of the Lead Partner and/or of the Partners, procedures to award contracts may have been initiated and contracts may be concluded by the Lead Partner and/or the Partners before the start of the implementation period of the project, provided the provisions of this Article have been respected.

7.4 Reporting

a) Each Partner must submit to the Lead Partner all the data and documents necessary for drafting specific documents requested by the MA/JS or other implementing bodies of the programme. Therefore, the Partners must forward to the Lead Partner the data needed to draw up the reports, financial statements and other information or documents required by the grant Contract and the Annexes thereto and this Agreement, as well as any information needed in the event of audits, checks, monitoring missions or evaluations within the deadline requested by the Lead Partner;

b) The Partners support the Lead Partner in drawing up technical and financial interim / final implementation report, submit the payment requests and provide any necessary data, documents and evidences within the deadline established by the Lead Partner.

c) The Partners must send to the Lead Partner in due time the corresponding reports for their share of the project, according to the calendar agreed with the Lead Partner. The reports must be issued in English. Reports shall be submitted in euro. For the purpose of reporting, conversion into euro shall be made automatically by JeMS using the monthly accounting exchange rate of the European Commission of the month during which the expenditure was submitted for control.

d) The Partners must present the original documents related to the expenditures incurred and paid during the reporting period, and bearing the project code to the controller and then inform the Lead Partner about the technical and financial reports and the control verification report uploaded in JeMS, no later than 5 working days before the deadline for submitting the requests for payments to the JS.

e) The Partners shall ensure the necessary IT equipment and proper internet connection in order to communicate with the Programme in a proper manner.

f) The Partners must upload data into the JeMS electronic system of the Programme in accordance with the MA/JS instructions.

g) The Partners shall provide to the MA/JS, via the Lead Partner, all required information related to ensuring the durability aspects as indicated in the Application form and/or as recommended by any monitoring missions within the deadline set by the Lead Partner.

h) The MA/JS may request additional information at any time. The Lead Partner shall provide this information within the deadline stipulated by the request, but not later than 15 days of the request. The Partners undertake to provide the Lead Partner with all required information within the deadline stipulated by the request of the Lead Partner. Moreover, the Partners shall facilitate meetings, interviews, surveys etc. with or within the project target groups/final Partners/main stakeholders at the request of the MA/JS.

i) The Partners shall implement with due care and within the deadlines the measures recommended by JS/MA in the action plans.

7.5 Monitoring on-site visits

a) The Partners shall make available all documents required for the audit, control or evaluation, provide necessary information and give access to their premises. Partners shall keep all records, accounting and supporting documents related to the grant Contract for five years following the payment of the balance of the project, and in any case until any on-going audit, verification, appeal, litigation or pursuit of claim has been disposed of. They shall be easily accessible and filed so as to facilitate their examination and the Partners shall inform the MA/JS, via the Lead Partner, of their precise location upon request. All the supporting documents shall be available in the original form and in electronic form if so requested.

b) In case one of the Partners drops out of the partnership, all the documents related to the project must be sent in original to the Lead Partner, for future controls.

c) The Partners must implement the measures included in the action plan, at the stipulated deadlines, as set by the Lead Partner/MA/JS, according to the recommendations resulted from the audit missions of the European Commission, the European Anti-Fraud Office, the European Court of Auditors, the Managing Authority, Joint Secretariat, and any controller or external auditor.

d) The Partners are responsible to provide the Lead Partner with evidence of the activities performed, to be presented during monitoring on-site visits, as requested.

e) The Partners shall ensure access to their premises and documents if they are notified that monitoring on-site visit will take place at the locations where the project is implemented.

f) The Partners shall support the JS/MA and EC in performing any monitoring and evaluation missions, including, but not limited to, by providing/ensuring the provision of all the information required within the deadlines requested.

7.6 Irregularities and administrative and financial penalties

a) All Partners understand that the MA is entitled to verify and to control the proper use of funds by the Lead Partner or by the Partners. The verifications to be carried out by JS/MA shall cover administrative, financial, technical and physical aspects of the project, as appropriate. The JS/MA shall be responsible for the control of the proper use of funds by the Lead Partner or by the Partners, by preventing, detecting and correcting irregularities and recovering amounts unduly paid, together with interest on late payments where appropriate.

b) Each Partner is liable for any irregularities found in implementation of the Project tasks specified for a given Partner in the Application Form and for any administrative sanctions and/or financial penalties imposed by the MA in connection with individual or systemic irregularities detected in the project.

c) Any unduly paid amount to the Partner, has to be repaid to the Lead Partner in 30 days from the receiving date of the notification from the Lead Partner. The bank charges resulted from reimbursing the unduly paid amounts are borne exclusively by the Partner.

d) Each Partner, including the Lead Partner, shall be responsible to the other Partners and shall pay for the damages resulted from not respecting the tasks and obligations established by the present agreement.

e) Each Partner, including the Lead Partner, is responsible for the damages caused to third parties from its own fault during the implementation of the project.

f) In specific cases, for irregularities discovered after payment of the final balance, the Partners may repay the due amounts directly to the MA, notifying the Lead Partner about this option.

g) In case the project includes an infrastructure component if, and within 5 (five) years from the project closure, the Lead Partner or Partners responsible to execute the respective infrastructure make substantial changes affecting the project nature, objectives or implementation conditions which would result in undermining its original objectives, shall repay to the MA the share of grant received according to the grant contract , in proportion to the period for which the requirement has not been fulfilled. The repayment will be made *mutatis mutandis* in the same way foreseen at Art. 8. Recovery of funds.

h) In case the project is not finalized during the implementation period as defined by Article 2.3 of the grant contract, and depending on the category of non-achieved indicators (ie. contributing to Programme indicators), the decision regarding the closure of the project will be taken in accordance with the relevant instructions/guidelines/manuals, which the Lead

Partner and Partners are obliged to observe. The MA may apply financial corrections if the Lead Partner and/or Partners do not/ only partially achieve the project indicators depending on their category (i.e. indicators contributing to the Programme indicators).

i) The MA shall make also financial corrections required in connection with individual or systemic irregularities detected in the project. The financial corrections shall consist of cancelling all or part of the Union contribution to the project and will be proportionate with the nature and gravity of the irregularities and the financial loss.

j) The criteria for establishing the level of financial correction to be applied mentioned in Article 18.4 and the criteria for applying flat rates or extrapolated financial correction are those adopted in accordance with Regulation (EU) No 1060/2021, in particular Article 104 and annex XXV;

k) If the Lead Partner / Partner fails to provide any report or fails to provide any additional information requested by the MA within the set deadline without an acceptable and sufficient written explanation of the reasons, the MA may apply measures, taking into account the principle of proportionality, by cancelling up to 5 % of the support from the Programme to the Lead Partner / Partner concerned or may terminate this Contract according to Article 17.2 a).

l) Where the Lead Partner/Partner does not comply with its obligations under art. 10.2 and art.10.3 and where remedial actions have not been put into place, the MA shall apply measures, taking into account the principle of proportionality, by cancelling up to 2 % of the support from the Programme to the Lead Partner/Partner concerned.

m) The MA shall formally notify the Lead Partner and/or the Partners concerned of any decision to apply such corrections.

n) In case the European Commission applies individual financial corrections to the Programme according to Article 104 of Regulation no 1060/2021, the MA shall cancel part of the grant in order to cover these corrections from the projects' budgets, concerned by the corrections.

o) In case the European Commission applies financial corrections to the Programme according to Article 104 of Regulation no 1060/2021 and the financial corrections concerning systemic deficiencies in the programme management and control system, in relation with irregularities at projects level, the MA may decide to cancel part of the grant in order to cover these corrections from the project' budgets, as follows:

    i. if the systemic deficiency concerns one specific country, the Lead Partner and/or the Partners established in the respective country shall be responsible for reimbursing to the Programme accounts the amount identified as a result of the financial correction;

    ii. if the systemic deficiency concerns the whole system, the Lead Partner and each Partner shall be responsible for reimbursing to the Programme accounts the amount representing the percentage of the financial correction applied to the expenditure incurred by the Lead Partner and the Partners and declared by the MA to the European Commission at the date of the decision to apply the financial correction.

p) In case the European Commission decommits any amount in the programme according to Article 105 of Regulation (EU) 2021/1060, when the beneficiaries fail to submit their payment requests according to their calendar set up at the project level and the delays generate decommitment at the Programme level, the MA may decide to cancel part of the grant, pending a MC decision in this respect.

q) In case of a decision to cancel a part of the grant, the Lead Partner shall submit to the MA a revised budget, within 14 days following the receipt of MA's notification. In case of failure to respect the deadline, the cancellation shall be applied proportionally to all the budgetary lines. The modification of the grant contract in case of cancellation at project level shall take the form of a decision of the representative of the Managing Authority signing the contract, which will be notified to the Lead Partner, and which becomes part of the Contract.

r) Subject to Article 97 of Regulation no 1060/2021, the MA has the right to temporarily withhold payments to a particular Partner (Lead Partner or Partner) or the project as a whole. Payment suspension(s) shall be lifted as soon as observations and/or reservations raised by the Commission have been withdrawn and the MA has received sufficient evidence on the solution of the systemic error(s) detected.

s) Where the grant Contract is vitiated by substantial errors or irregularities, or by fraud, or by breach of obligations attributable to the Lead Partner and/or the Partners, the Managing Authority may refuse to make payments or may recover amounts already paid, in proportion to the seriousness of the errors, irregularities or fraud.

t) In addition, and without prejudice to its right to terminate the grant contract pursuant to Article 17 of the grant contract, if the project is implemented poorly or partially - and therefore not in accordance with the Description of the project - or late, the MA may, by a duly reasoned decision and after allowing the Lead Partner to submit its observations, reduce the initial grant in line with the actual implementation of the project and in accordance with the terms of the grant Contract.

7.7 Accounts

a) The Partners shall keep accurate and regular accounts of the implementation of the project using an appropriate accounting and double-entry book-keeping system. The accounts:

   i) may be an integrated part of or an adjunct to the Partners' regular system;

   ii) shall comply with the accounting and book-keeping policies and rules that apply in the country concerned;

   iii) shall enable revenue and expenditure relating to the project to be easily traced, identified and verified.

b) The Partners shall ensure that any financial report can be properly and easily reconciled to the accounting and book-keeping system and to the underlying accounting and other relevant records. For this purpose, the Partners shall prepare and keep appropriate reconciliations, supporting schedules, analyses and breakdowns for inspection and verification.

7.8 Record keeping

a) The Partners shall keep all records, accounting and supporting documents related to this Contract for five years following the payment of the balance of the project, and in any case until any on-going audit, verification, appeal, litigation or pursuit of claim has been disposed of. They shall be easily accessible and filed so as to facilitate their examination and the Lead Partner and the Partners shall inform the MA/ JS of their precise location upon request.

b) All the supporting documents shall be available in the original form and in electronic form if so requested and in JeMS.

c) The documents referred to in this paragraph include, inter alia:

i) Accounting records (computerised or manual) from the Lead Partner and the Partners' accounting system such as general ledger, sub-ledgers and analytical accounting sheet, cash flow statement and payroll accounts, fixed assets registers and other relevant accounting information;

ii) Proof of procurement procedures such as tendering documents, bids from tenderers and evaluation reports;

iii) Proof of commitments such as contracts and order forms;

iv) Proof of delivery of services such as approved reports, time sheets, transport tickets, proof of attending seminars, conferences and training courses (including relevant documentation and material obtained, certificates) etc, documents proving the organization of meetings, invitations, agenda, minutes, list of participants;

v) Proof of receipt of goods such as delivery slips from suppliers;

vi) Proof of completion of works, such as acceptance certificates, tangible results of services, studies, publications;

vii) Proof of purchase such as invoices and receipts, proof of delivery of services or good;

viii) Proof of payment such as bank statements, debit notices, proof of settlement by the contractor;

ix) Proof that taxes and/or VAT that have been paid cannot actually be reclaimed (only for projects the total cost of which is over EUR 5 000 000 (including VAT);

x) For fuel and oil expenses, a summary list of the distance covered, the average consumption of the vehicles used, fuel costs and maintenance costs;

§ 8 Recovery of funds

8.1 If recovery is justified under the terms of the contract and this agreement, including where the award procedure or performance of the project is vitiated by substantial errors or irregularities or by fraud or corruption attributable to the Partners or if any amount is unduly paid to the Partners or if any amount paid by to the Partner falls under the state aid rules, the Partners undertake to reimburse these funds to the Lead Partner, including bank charges incurred by the MA for the payment to the Lead Partner of the amounts corresponding to the Partner's budget, which become due to the MA, together with interest, on terms and in the deadlines and the account indicated by the Lead Partner.

8.2 For amounts due by a Partner (previously established as "unduly paid amounts"), the Lead Partner shall request these amounts from that affected Partner in order to repay the MA. The affected Partners may also repay the amounts due directly to the MA, notifying the Lead Partner about this decision. If the Lead Partner does not manage to recover the amounts due from the affected Partner despite having carried out its obligations, it will inform the MA.

8.3 If recovery is justified under the terms of this Contract as mentioned in article 8.1, the MA is entitled to offset the amount to be reimbursed against the affected Partner in the next payment.

8.4 If there are no additional payments linked to expenditure of the affected Partner and the MA did not recover the amounts due following Articles 8.1 and 8.2 the participating country on whose territory the affected partner is located shall reimburse the MA in accordance with Article 52(3) of the Interreg Regulation. The participating country is then entitled to claim the amounts due from the affected partner, pursuant to its national law.

8.5 Payments made do not preclude the possibility for the MA to issue a debit note to the Lead

Partner following an expenditure verification report, an audit or further verification of the payment request or any other type of verifications. In this case, the affected Partner undertakes to repay the Lead Partner the amounts due, in accordance with Article 8.1.

8.6 If a verification reveals that an amount corresponding to real costs has been unduly paid and has to be recovered, the MA shall be entitled to recover proportionately the amount corresponding to flat rate financing.

8.7 Without prejudice to the prerogative of the MA, if necessary, the Member State or the partner country where the Partner is established may proceed itself to the recovery by any means from the respective Partner.

8.8 Any amount paid as a result of an irregularity is recovered from the Lead Partner. Partners shall repay to the Lead Partner any amounts unduly paid. Notwithstanding, the above, the provisions of Art. 52 of Regulation no. 1059/2021 and the provisions of the Financing Agreement signed between the Republic of Moldova, Romania and the European Commission shall apply.

8.9 The interest referred to in point 8.1 shall be calculated as those for tax liabilities and charged the day the grant transfer referred in point 8.1 was transferred to the Partner's account.

§ 9 Visibility and Communication

9.1 The Lead Partner and the Partners shall acknowledge financial support from the European Union by using the visual identity provided by the MA for the programme, on all information and communication materials created for the project. Furthermore, the Lead Partner and the Partners shall implement the appropriate transparency and communication actions foreseen by Regulation no 1059/2021, corresponding to the Union contribution.

9.2 Each Lead Partner/Partner shall acknowledge the support from the Programme by:

a. providing on the Lead Partner / Partner's official website or social media sites, where such sites exist, a short description of the operation, proportionate to the level of support provided by the Programme, including its aims and results, and highlighting the financial support from the Programme;

b. providing a statement highlighting the support from the Programme in a visible manner on documents and communication material relating to the implementation of the operation, intended for the general public or for participants;

c. organize a communication activity, at project level, to publicize the launching and the closure of the operation, including a short description of the project, its aims and results, and the EU support. This may be a media information material, a conference etc., which will be promoted on the online channels of the project partners.

d. keep a record of the investment for promotion purposes, in the form of video materials (at least 10 qualitative photos and/or 2 short videos etc.) at the project location, where physical implementation or purchase of equipment is involved, at different stages of implementation. Where events are being organized (other than those dedicated to project team meetings), such video materials will also be prepared, in order to be used for project promotion;

e. displaying durable plaques or billboards clearly visible to the public, presenting the flag of the EU in accordance with the technical characteristics laid down in Annex IX of Regulation EU/2021/1060, as soon as the physical implementation of an operation involving physical investment or the purchase of equipment starts or purchased equipment is installed;

f. for Interreg operations not falling under para e), publicly display at least one poster of a minimum size A3 or equivalent electronic display with information about the Interreg operation highlighting the support from an Interreg fund.

g. or operations of strategic importance and operations whose total cost exceed EUR 5,000,000, the Lead Partner/Partner shall organise, in a timely manner, a distinct communication event, involving the Commission and the Managing Authority, in order to promote the strategic impact of the project.

9.3 The Lead Partner on behalf of all Partners must request JS ex-ante verification on the compliance with the provisions of Interreg Visibility Manual for any communication, promotion or visibility material drawn up during project implementation before producing, posting or publishing it.

§ 10 Confidentiality

10.1 The Lead Partner and the Partners undertake to preserve the confidentiality of any information, notwithstanding its form, disclosed in writing or orally in relation to the implementation of this Agreement and communicated to them in confidence until the end of the validity period of the Agreement and the grant contract. 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.

10.2 As an exception from the rule provided in the previous paragraph, the data used for visibility purposes, for informing on and promoting the use of INTERREG funds, or for the purpose of the visibility requirements in accordance with Article 46 of the Regulation EU/2021/1060, shall not be considered as having confidential status.

10.3 Notwithstanding the obligations set forth by this Contract and its Annexes concerning 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).

10.4 The Lead Partner and the Partners shall not use confidential information for any aim other than fulfilling their obligations under this Agreement and the grant Contract unless otherwise agreed with the MA.

§ 11 Conflict of interests

11.1 In the present agreement, the conflict of interest shall mean any situation where there is a divergence between the fulfilment of responsibilities under this Agreement and the grant Contract by the Lead Partner and the Partners and the private interest of the persons involved in the project, which may adversely affect the impartial and objective exercise of the functions of any person involved in the implementation/verification/control/audit of the project, for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with another person.

11.2 The Lead Partner and the Partners undertake to take all necessary precautions to avoid conflicts of interests and shall inform the Lead Partner without delay of any situation constituting or likely to lead to any such conflict, in up to 5 (five) days from finding out, on any circumstances that have generated or may generate such a conflict. The respective Partner shall solve the conflict of interest within 30 days from the notification of any such situation without requiring any compensation from the Lead Partner. Any conflict of interests that arises during the implementation of the project shall be immediately notified by the Lead Partner to the JS and MA, which reserves the right to verify such circumstances and take the necessary measures, where necessary.

11.3 The Lead Partner and the Partners shall ensure that their staffs, including their management, are not placed in a situation which could give rise to conflict of interests. The Lead Partner and the Partners shall replace, immediately and without compensation from the MA, any member of their staff in such a situation.

11.4 The Lead Partner and the Partners shall respect human rights and applicable environmental legislation including multilateral environmental agreements, as well as internationally agreed core labour standards.

§ 12 Applicable Law and Dispute Settlement

12.1 The governing law for this Agreement is the national law of the Lead Partner.

12.2 The Lead Partner and the Partners shall do everything possible to settle amicably any dispute arising between them during implementation of this Agreement. To that end, they shall communicate their positions and any solution that they consider possible in writing, and meet each other at either's request.

12.3 In the event of failure to reach an amicable agreement, the dispute may by common agreement of the Parties be submitted to the conciliation of a commonly agreed arbitrator.

12.4 In the event of failure of the above procedures, each Party may submit the dispute to the courts competent for the office of the Lead Partner.

§ 13 Force majeure

13.1 According to the present agreement, the "force majeure" represents any unforeseeable events, not within the control of either party to this Contract and which by the exercise of due diligence neither party is able to overcome such as strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosion. A decision of the European Union to suspend the cooperation with the partner country is considered to be a case of force majeure when it implies suspending funding under the grant Contract.

13.2 The Partner that invokes "force majeure" has the obligation to notify the other Partners within 5 days from the date the case of "force majeure" is installed and to prove the existence of this situation within 15 days. In case the "force majeure" stops, the event must be notified to the other parties within 5 days stating the nature, probable duration and foreseeable effects of the problem, and take any measure to minimise possible damage.

13.3 If the notification procedure is not respected, the responsible Partner shall cover all costs.

13.4 The execution of the grant contract is suspended during the period of "force majeure".

§ 14 Protection of personal data

14.1 The Lead Partner and the Partners will have the right of access to their personal data and the right to rectify any such data. If the Lead Partner and the Partners have any queries concerning the processing of personal data, they shall address them to the MA.

14.2 The Lead Partner and the Partners shall limit access and use of personal data to that strictly necessary for the performance, management and monitoring of the Contract and shall adopt all appropriate technical and organizational security measures necessary to preserve the strictest confidentiality and limit access to this data.

14.3 Personal Data collection, processing and storage shall be performed according to the provisions of the Regulation No 679/2016 for the purpose of project implementation and monitoring, fulfilment of its objectives, as well as statistical purpose.

14.4 Personal Data collection, processing and storage shall be performed according to the provisions of the Regulation No 679/2016 for the purpose of project implementation and monitoring, fulfilment of its objectives, as well as statistical purpose.

14.5 The Partners shall take appropriate technical and organizational actions, according to their own responsibilities and institutional competencies, in order to ensure a proper Personal Data security level, during their processing and re-processing, their transfer to third-parties and publishing on internal or external public sources.

14.6 The Partners shall ensure, according to their own responsibilities and institutional competencies, all the technical and organizational conditions to preserve the confidentiality, integrity and availability of Personal Data.

14.7 The Partners shall inform and notify each other about any security breaches regarding the processing of Personal Data related to this contract, in order to be urgently adopted the required technical and organizational actions and to be notified the Romanian National Supervisory Authority for Personal Data Processing (ANSPCDCP), according to the obligations arising from the provisions of Regulation No 679/2016.

14.8 The Partners, through their representatives assigned to process the Personal Data related to this contract and its possible addenda, shall keep records of the processing activities according to Article 30 of the Regulation No 679/2016.

14.9 In order to maintain security and to prevent processing in infringement of the Regulation No 679/2016, the Lead Partner and the Partners shall evaluate the risks related to Personal Data collection, processing and storage and implement measures to mitigate those risks. When a high-risk results, it is necessary to carry out an assessment of the impact of the envisaged processing operations on the protection of personal data, as foreseen by art 35 of Regulation No 679/2016.

14.10 Each Partner has the obligation of obtaining and keeping the records of the acknowledgements of the persons which are part of the project's 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 project's objectives.

§ 15 Amendment of the agreement

15.1 Any modification to this Partnership Agreement can be made only with the agreement of all parties.

15.2 Any intent to modify the Partnership Agreement will be notified in writing to the Lead Partner. As the Partnership Agreement is an annex to the grant contract, the Lead Partner is responsible to inform the JS/MA about the intended modifications and seek for its prior approval. The Lead Partner will also be informed about the applicable procedure to follow (notification or addendum to the grant contract).

15.3 Any addendum enters into force the next day after signature by the last party, except the case when it 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.

15.4 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 amounts unduly paid.

§ 16 Other Provisions

It is not necessary

§ 17 Final Provisions

17.1 The agreement is made in 2 copies in English. Each party receives one copy of the Partnership Agreement.

Lead Partner - Cubolta Commune

Represented by Sirbu Alexandru - Mayor

Digitally signed by Sîrbu Alexandru
Date: 2025.03.25 11:07:17 EET
Reason: MoldSign Signature
Location: Moldova
MOLDOVA EUROPEANĂ

Partner 2 – Aroneanu Commune

Represented by Benoni Moruzi- Mayor

Benoni Moruzi

Digitally signed by Benoni Moruzi
Date: 2025.03.25 11:15:29 +02'00'