

PARTNER STATEMENT

I, the undersigned <name of the legal representative/ assignee, as indicated in the identity documents>, holder of the identity document series <.....> no. <.....>, issued by <.....>, Personal Identification Number <.....>, in my capacity of <position> of <name of the organization>, as Partner in the project <project title>, being aware of the fact that false statements are sanctioned by the criminal law, hereby **declare** the following:

I. STATEMENT REGARDING PROJECT APPLICATION DOSSIER SUBMISSION AND PROJECT IMPLEMENTATION

1.	I have read and acquired the provisions of the Applicant's Guide and <i>De minimis Aid</i> Scheme and I understand and accept the rights and obligations of the Partner following the selection of the project for funding.
2.	The information provided in the application form and the supporting documents related to the Partner are real and correct.
3.	I understand that if the project application dossier does not include all requested details and aspects, the project may be rejected.
4.	I understand and accept that the deliberate provision of false, incorrect or incomplete statements leads to the exclusion from the evaluation and selection process for receiving funding and may be subject to criminal liability according to legislation in force.
5.	I understand and accept that failure to meet all the eligibility requirements foreseen by the Applicant's Guide leads to the rejection of the project, except for those situations where it is possible to exclude only the ineligible activities/ expenses from funding.
6.	I confirm that I don't know any reason why the project could not be implemented or delayed and I undertake to inform the Programme Operator immediately of any such situation.
7.	The grant foreseen for the Partner is necessary to implement the activities described in the application form.
8.	I understand that in case the project is selected for funding, the Partner has the obligation to conclude a partnership agreement with the applicant and other partner entities, if any, before signing the grant contract.
9.	I understand and accept that any personal data will be processed by the Programme Operator solely for the purposes of fulfilling its obligations related to project evaluation and selection, as well as monitoring and control of project implementation/ sustainability. I understand and accept that any personal data provided in the project

	<p>application dossier, contracting and implementation dossiers can be passed to other structures with control/ verification/ audit competencies within the EAA Financial Mechanism, government authorities and/or law enforcement bodies, if required by applicable law or if necessary to exercise the Programme Operator's rights, including conditions of use, or to protect the legitimate interests of the Programme Operator in accordance with applicable laws.</p> <p>I agree on the duration of processing and storage of personal data, as follows:</p> <ul style="list-style-type: none"> ➤ three years after the approval of the final report of the RO-CULTURE Programme by the Financial Mechanism Committee, if the project has not been funded; ➤ three years after approval of the final report of the RO-CULTURE Programme by the Financial Mechanism Committee or ten years since the date of the last project payment, if the project has been funded.
10.	I undertake to inform without delay the Programme Operator if the project or related activities are approved for funding from other public funds/ non-reimbursable external funds following its submission under this call for proposals.
11.	I undertake to inform without delay the applicant and/or the Programme Operator of any potential or certain situation of conflict of interest.
12.	I certify, by applying the qualified electronic signature, the conformity of the documents submitted to the originals (if the case may be).
13.	I certify that the translations of documents uploaded into the Programme's electronic management system, are correct and the translation did not change the content of the original text and/or did not change the meaning of certain words or phrases (if the case may be).

II. PARTNER'S ELIGIBILITY STATEMENT

1.	The partner is a legal entity established in the state of origin in accordance with the applicable law.
2.	<p>The Partner falls into one of the following eligible categories: <i>[the applicable option below will be selected]</i></p> <p>A. Project partners from Romania:</p> <p><input type="checkbox"/> public cultural institution –<i>[fill in the type of institution: e.g. museum, theatre, opera etc.].</i></p> <p><input type="checkbox"/> public institution whose main activity promotes Roma inclusion/culture;</p> <p><input type="checkbox"/> public research and/or education institution –<i>[fill in the type of</i></p>

	<p><i>institution: research institution, education institution, research and education institution</i>];</p> <p><input type="checkbox"/> private research and/or education institution –[fill in the type of institution: research institution, education institution, research and education institution];</p> <p><input type="checkbox"/> non-governmental organisation active in CCS, which cumulatively fulfills the following conditions:</p> <ul style="list-style-type: none"> ✓ is established on the basis of Law no. 21/1924 for legal entities (Associations and Foundations) or Government Ordinance no. 26/2000 on associations and foundations, approved by Law no. 246/2005, with subsequent amendments and additions, ✓ is an NGO within the meaning of the definition in Chapter 5 of the Applicant's Guide, ✓ was established for at least 2 years (compared to the launch date of the call for proposals), ✓ its activity is, according to statutory documents, <i>inter alia</i>, in the cultural and creative sectors as defined in EU Regulation no. 1295/2013, ✓ can carry out the activities proposed by the project according to its statutory documents. <p><input type="checkbox"/> non-governmental organisation active in the education/social/advocacy field –[fill in the field of activity: social, educational and/or advocacy], which cumulatively fulfills the following conditions:</p> <ul style="list-style-type: none"> ✓ is established on the basis of Law no. 21/1924 for legal entities (Associations and Foundations) or Government Ordinance no. 26/2000 on associations and foundations, approved by Law no. 246/2005, with subsequent amendments and additions, ✓ is an NGO within the meaning of the definition in Chapter 5 of the Applicant's Guide, ✓ its activity is in the education/social/advocacy field, ✓ can carry out the activities proposed by the project according to its statutory documents. <p><input type="checkbox"/> enterprise, which cumulatively fulfills the following conditions:</p> <ul style="list-style-type: none"> ✓ is established on the basis of Law no. 31/1990 on societies (republished), with subsequent amendments and additions; ✓ was established for at least 2 years (compared to the launch date of the call for proposals), ✓ its activity is, according to statutory documents, <i>inter alia</i>, in the cultural and creative sectors as defined in EU Regulation no. 1295/2013. <p><input type="checkbox"/> cooperative enterprise, which cumulatively fulfills the following conditions:</p> <ul style="list-style-type: none"> ✓ is established on the basis of Law no. 1/2005 on the
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	<p>organisation and functioning of cooperation (republished), with subsequent amendments and additions;</p> <ul style="list-style-type: none"> ✓ was established for at least 2 years (compared to the launch date of the call for proposals), ✓ its activity is, according to statutory documents, <i>inter alia</i>, in the cultural and creative sectors as defined in EU Regulation no. 1295/2013. <p>B. Project partners from Donor States:</p> <p><input type="checkbox"/> commercial public entity, established as a legal entity in one of the Donor States.</p> <p><input type="checkbox"/> non-commercial public entity, established as a legal entity in one of the Donor States.</p> <p><input type="checkbox"/> commercial private entity, established as a legal entity in one of the Donor States.</p> <p><input type="checkbox"/> non-commercial private entity, established as a legal entity in one of the Donor States.</p>
3.	The partner is not bankrupt, is not subject of insolvency or winding-up proceedings, is not having its affairs administered by the courts, is not subject to preventive conciliation, ad hoc mandate or other arrangement with creditors, has not suspended its business activity, is not the subject of proceedings concerning those matters and is not in any analogous situation arising from a similar procedure under European or national legislation or regulations
4.	The Partner has fulfilled its obligations relating to the payment of social security contributions, taxes and fees to the local and the state budget in accordance with the legal provisions in force or benefits, according to the law, from their deferment or other facilities for their payment, including, where appropriate, any interest or penalties for late payment or fines or, when the entity is a legal entity established in Romania, the amount of the net payment obligations is less than 1/12 of the total liabilities due to the state budget in the last 12 months, and the amount of payment obligations is less than 1/6 of the total obligations due to the local budget in the last semester.
5.	The Partner or the legal representative have not been subject of a judgment which has the force of <i>res judicata</i> for fraud, corruption, involvement in a criminal organization, money laundering, terrorist financing, terrorist offences or offences linked to terrorist activities, child exploitation or other forms of trafficking in human beings or any other illegal activity affecting the financial interests of the European Union or the international public donors, including final convictions in cases relating to the obtaining and use of non-reimbursable funds (European and/or international public donors) and the corresponding national public funds.

6.	The Partner or the legal representative have not been convicted by a final judgment (<i>res judicata</i>) for an offence concerning their professional conduct.
7.	The Partner or the legal representative have not been subject of a judgment or administrative decisions that are final (<i>res judicata</i>) in respect of grave professional misconduct because they have violated the laws, regulations or ethical standards of the profession to which the applicant belongs or because they are guilty of any abusive conduct affecting their professional credibility when this behavior betrays a fraudulent intent or serious negligence.
8.	The Partner or the legal representative have not attempted, either directly or through interference, to obtain confidential information or to influence the Programme Operator's evaluators during the process of evaluating applications for funding under this call for proposals or other calls for proposals under the RO-CULTURE Programme.
9.	The Partner or the legal representative have not provided false information to the Programme Operator, don't fail to provide or are able to provide the requested information/ supporting documents for the selection of the project for funding.
10.	The Partner or the legal representative are not in any situation of conflict of interest, defined in accordance with applicable national/ European provisions, which may arise in connection with this call for proposals.
11.	The Partner or the legal representative have not informed with delay the Programme Operator of any situation that would constitute a conflict of interest or could give rise to a conflict of interest.
12.	The partner is not the subject of a decision to recover <i>de minimis</i> / state aid where the claim has not been fully recovered.
13.	The partner is not a political party, religious institution or religious cult recognized by the state, as the case may be, regardless of the form of organization.
14.	The partner is actively involved and contributes to project implementation.
15.	The partner has sufficient and stable sources of financing, as well as the professional skills and qualifications required to carry out its responsibilities under the project (including in the sustainability period, if applicable).
16.	The Partner has the necessary financial resources to secure its own contribution to the eligible project costs, if any.
17.	The Partner has the necessary resources to finance ineligible costs (including associated costs) related to the activities carried out and to cover any financial corrections resulting from their implementation, if any.

18.	The Partner did not and does not benefit from or receive financial support from public funds/ non-reimbursable external funds for the implementation of the project submitted under this call for proposals (same objectives, results, activities, etc.) or project activities.
19.	The partner is not a beneficiary of any advantage as defined by the <i>de minimis aid</i> rules and project implementation does not envisage any advantages for the partner.

III. STATEMENT OF COMMITMENT

1.	The Partner will comply with the legal framework of the EEA Financial Mechanism 2014-2021, European and national legislation applicable to all phases of project implementation (including but not limited to legislation on the environment, public procurement and state aid), the partnership agreement and the guidelines, instructions, documents and procedures issued by the Programme Operator for the implementation of RO-CULTURE Programme and the funded projects.
2.	The Partner will ensure the co-financing/ own contribution to the eligible project costs, if any, and the funds needed to implement the project until receiving the grant payments from the project promoter.
3.	The Partner will ensure the necessary financial resources to cover all ineligible costs (including related costs) corresponding to its own project activities, as well as any financial corrections resulting from their implementation, if any.
4.	The partner will provide the necessary resources (human, technological, etc.) to implement its own project activities.
5.	The partner undertakes to transfer to the project promoter any advantages obtained as a result of project implementation (e.g. fees obtained from the sale of tickets to different events, fees charged for participating in various activities organized by the partner, etc.).
6.	The partner will ensure that there is no identity of tasks/ responsibilities between the project team members and the economic operators in case of outsourced activities.
7.	<i>[applicable only to project partners from Romania]</i> The Partner will open dedicated bank accounts for the project at either the State Treasury or commercial banks, according to the provisions of GEO no. 34/2017 and its methodological norms approved by Order no. 2840/2017, for the management of the grant and co-financing/ own contribution (if any).
8.	The Partner undertakes to reimburse unused or improperly justified payments received in advance, as well as the amounts declared ineligible by the Programme Operator, the amounts resulting from irregularities/ frauds or

	the amounts resulting from percentage reductions/ financial corrections applied as a result of non-compliance with the applicable law or project contract, or the amounts resulting from the <i>de minimis aid</i> recovery decisions, including related interest.
9.	The Partner undertakes to carry out the processing of personal data related to project implementation in line with the provisions of EU Regulation no. 679 of 2016 on the protection of individuals 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). The Partner will make sure that it has the explicit consent of the members of the target groups/ end beneficiaries regarding the processing of their personal data, including those belonging to the Roma community, if applicable.

IV. FINANCIAL INFORMATION STATEMENT FOR THE LAST 3 CONCLUDED FISCAL YEARS

Fiscal year
Total revenue or turnover, as the case may be			