Anexa nr. 4 la OMC nr….....…/…....…..... 2024

**PARTNER STATEMENT**

I, the undersigned <*full 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 bilateral initiative < *title*>, being aware of the fact that false statements are sanctioned by the criminal law, hereby **declare** the following:

1. **STATEMENT REGARDING BILATERAL INITIATIVE APPLICATION, SUBMISSION AND IMPLEMENTATION**

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|  | I have read and acquired the provisions of the Applicant’s Guide and I understand and accept the rights and obligations of the Partner following the selection of the bilateral initiative for funding. |
|  | The information provided in the supporting documents related to the Partner are real and correct. |
|  | I understand that if the bilateral initiative application does not include all requested details and aspects, the bilateral initiative may be rejected. |
|  | I understand and accept that the deliberate provision of false, incorrect or incomplete statements leads to the exclusion from the evaluation, selection and contracting process for receiving funding and may be subject to criminal liability according to legislation in force. |
|  | I understand and accept that failure to meet all the eligibility requirements foreseen by the Applicant's Guide leads to the rejection of the bilateral initiative, except for those situations where it is possible to exclude only the ineligible activities or expenses from funding. |
|  | I confirm that I don’t know any reason why the bilateral initiative could not be implemented or delayed and I undertake to inform the Applicant/Project Promoter immediately of any such situation. |
|  | The grant foreseen for the Partner is necessary to implement the activities described in the application form. |
|  | I understand that in case the bilateral initiative is selected for funding, the Programme Operator might ask for a revision of the Partnership Agreement before signing the grant contract. |
|  | 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 the bilateral initiative’s evaluation and selection, as well as its monitoring and control of implementation.  I understand and accept that any personal data provided in the bilateral initiative application, as well as contracting and implementation process 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.  I agree on the duration of processing and storage of personal data for three years after the approval of the Final Strategical Report by the SEE Financial Mechanism Committee. |
|  | I certify that the Partnership Agreement is signed by[[1]](#footnote-1):  ☐ the legal representative of the Partner designated according to the statutory documents;  ☐ a person empowered by the legal representative or the decision board according to the statutory documents. |
|  | I certify, by applying the signature on Partner’s supporting documents, that they conform to the originals. |
|  | I certify that the translations of documents submitted 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). |

1. **PARTNER’ ELIGIBILITY STATEMENT**

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|  | The Partner cumulatively meets the following criteria:   * is a legal entity registered in the state of origin according to applicable law; * is a public or private entity, commercial or non-commercial, including a non-governmental organization, as defined in chapter 4 of the Applicant's Guide, established in one of the Donor States; * its activities are, among others, in the cultural and creative sectors (as defined in EU Regulation no. 1295/2013), with the exception of video, film, television and video games areas, according to the statutory/ constituent / founding documents. |
|  | The Partner is not in bankruptcy, insolvency or liquidation, its activities are not under judicial administration, is not subject to a preventive concordat, ad-hoc mandate or other agreement concluded with creditors, it has not suspended its commercial activity, is not subject to procedures related to these aspects and is not in any other similar situation arising from a similar procedure provided by European and national legislation or regulations; |
|  | At the date of signing the financing contract, the Partner will have been fulfilled its obligations regarding the payment of taxes and fees to local budgets and the state budget in accordance with current laws and does benefit, under the law, from their staggering or other facilities for their payment, including, as the case may be, any accrued late interest or penalties or fines. |
|  | The Partner or the legal representative have not been the subject of a final court decision (*res judicata*) for fraud, corruption, participation in a criminal organization, money laundering or financing of terrorism, terrorist-related offenses or offenses related to terrorist activities, child labor exploitation or other forms of human trafficking or any other illegal activity that harms the financial interests of the European Union or international public donors, including final convictions in cases related to obtaining and using non-reimbursable European funds and/or funds from international public donors and the related national public funds. |
|  | The Partner or the legal representative have not been convicted by a final court decision (*res judicata*) for an offence related to their professional conduct. |
|  | The Partner or the legal representative have not been the subject of a final court decision or administrative decision (*res judicata*) regarding a serious professional misconduct, because they 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 conduct betrays a fraudulent intention or serious negligence. |
|  | The Partner or the legal representative will not attempt, either directly or through intermediaries, to obtain confidential information or to influence the Programme Operator's evaluators during the evaluation process within this Call. |
|  | The Partner or the legal representative have not provided and will not provide 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 bilateral initiative for funding. |
|  | The Partner or the legal representative are not in any situation of conflict of interest, defined in accordance with the national/European provisions in force, which could arise in connection with this Call; a conflict of interest could arise especially as a result of economic interests, political or national affinities, family or emotional ties, any other relevant connection or any other common interest. |
|  | The Partner or the legal representative assumes the obligation to inform without delay the Programme Operator about any situation that would constitute a conflict of interest or could give rise to a conflict of interest. |
|  | The Partner is not the subject of any recovery decision for a financial funds that has not been already executed and the claim has not been fully recovered. |
|  | The Partner is not a political party, religious institution or state-recognized religious cult, regardless of the form of organization. |
|  | The Partner is actively involved in and contributes to the implementation of the bilateral initiative. |
|  | The Partner has sufficient and stable financial resources, as well as the professional skills and qualifications necessary to fulfill its responsibilities within the bilateral initiative. |
|  | The Partner has the necessary resources to finance ineligible costs, including related costs, related to the activities carried out, as well as to cover any financial corrections resulting from their implementation, if applicable. |
|  | The Partner has not benefited and does not benefit from financial support from other public funds (national or European/external grants) for the implementation of the bilateral initiative or some of its activities (identity of objectives, results, activities etc., including related expenses). |
|  | The Partner assumes the obligation to immediately inform the Program Operator in the situation where the bilateral initiative/activities from the bilateral initiative are approved for financing from other public funds after submitting it under the present call. |
|  | The Partner is not a tax resident or registered under the laws of jurisdictions listed on the European Union's list of non-cooperative jurisdictions for tax purposes. |
|  | The Partner is not controlled, directly or indirectly, by shareholders from jurisdictions listed on the European Union's list of non-cooperative jurisdictions, depending on the real beneficiary, as defined in Art. 3 point 6 of Directive 2015/849 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, amending Regulation (EU) No. 648/2012 of the European Parliament and of the Council and repealing Directive 2005/60/EC of the European Parliament and of the Council and Directive 2006/70/EC of the Commission, with subsequent amendments and additions. |
|  | The Partner does not control, directly or indirectly, subsidiaries or does not own permanent units in jurisdictions listed on the European Union's list of non-cooperative jurisdictions for tax purposes. |
|  | The Partner does not share the property right with enterprises from jurisdictions listed on the European Union's list of non-cooperative jurisdictions for tax purposes. |

1. **STATEMENT OF COMMITMENT**

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|  | The Partner will comply with the legal framework of the EEA Financial Mechanism 2014-2021, the European and national legislation applicable to all phases of bilateral initiative implementation (including but not limited to legislation on state aid/de minimis, environment and public procurement), the Applicant’s Guide, the Partnership Agreement and the guidelines, instructions, documents and procedures issued by the Programme Operator. |

1. The Partner will check one of the two options. [↑](#footnote-ref-1)