

PROIECT DE HOTARARE

ROMANIA CONSILIUL LOCAL AL MUNICIPIULUI CALAFAT JUDETUL DOLJ

HOTARARE

privind incheierea unui act aditional la Acordul de parteneriat din data de 19.09.2019
aferent proiectului „Noduri secundare si teritiare mai bine conectate la retea
centrala si cuprinzatoare a retelei TEN-T prin masuri comune privind CBC”, cod
proiect ROBG-383 (str.Jiului)

Consiliul Local al municipiului Calafat, intrunit in sedinta extraordinara la data
de 06.11.2023;

Analizand Proiectul de hotarare privind incheierea unui act aditional la Acordul
de parteneriat din data de 19.09.2019 aferent proiectului „Noduri secundare si teritiare
mai bine conectate la retea centrala si cuprinzatoare a retelei TEN-T prin masuri
comune privind CBC”, cod proiect ROBG-383 (str.Jiului), referatul primarului inregistrat
sub nr.7384/02.11.2023 si raportul corespunzator inregistrat la nr.7385/02.11.2023.

Avand in vedere:

- rapoartele comisiilor de specialitate;
- prevederile art.89, alin.(6),(9), art.129, alin.(2), lit.e), alin.(9), lit.c) din
O.U.G.nr.57/2019, privind Codul administrativ; ale Ordonantei nr.29/2015 privind
gestionarea financiara a fondurilor externe nerambursabile si a cofinantarii publice
nationale, pentru obiectivul de investitii „Cooperare teritoriala europeana”in perioada
2014-2020, cu modificarile si completarile ulterioare; ale Ordinului nr.340/2016 pentru
aprobarea normelor metodologice de aplicare a prevederilor OG. Nr.29/2015 privind
gestionarea si utilizarea fondurilor externe nerambursabile si a cofinantarii publice
nationale, pentru obiectivul de investitii „Cooperare teritoriala europeana”in perioada
2014-2020, cu modificarile si completarile ulterioare;

In temeiul art.139,alin.(1), art.196, alin.(1), lit.a) din O.U.G.nr.57/2019, privind
Codul administrativ;

H O T A R A S T E :

Art.1.-Se aproba incheierea unui act aditional la Acordul de parteneriat din data
de 19.09.2019 aferent proiectului „Noduri secundare si teritiare mai bine conectate la
retea centrala si cuprinzatoare a retelei TEN-T prin masuri comune privind CBC”,
cod proiect ROBG-383 (str.Jiului), conform anexei care face parte din prezenta
hotarare.

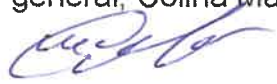
Art.2.- Primarul municipiului Calafat, prin compartimentele aparatului de
specialitate, va aduce la indeplinire prevederile acestei hotarari.

Art.3.-Aceasta hotarare se comunica catre cei mentionati la art.2, Primarul
municipiului Calafat si Institutia Prefectului judetului Dolj.

Primar,
Mituletu Dorel



Vizat pentru legalitate
Secretar general, Colina Maria



MUNICIPIUL CALAFAT

Nr. 7384 / 02.11.2023

Referat

privind incheierea unui act aditional la Acordul de parteneriat din data de 19.09.2019 aferent proiectului "Noduri secundare si teritiare mai bine conectate la reseaua centrala si cuprinzatoare a retelei TEN-T prin masuri comune privind CBC' , cod proiect ROBG-383 (str. Jiului)

Prin HCL 112/11.09.2019 a fost aprobat Acordul de parteneriat cu Municipiul Veliko Tarnovo (Veliko Tarnovo Municipality) si Asociatia Badeshte Dnes (Future Today Association) in vederea implementarii proiectului ,Noduri secundare si teritiare mai bine conectate la reseaua centrala si cuprinzatoare a retelei TEN-T prin masuri comune privind CBC' , cod proiect ROBG-383 (str. Jiului.

Prin adresa mail, inregistrata la Primaria Calafat cu nr. 7382/02.11.2023 , Municipiul Veliko Tarnovo a solicitat incheierea unui act aditional la acordul de parteneriat, acesta fiindu-i necesar pentru prelungirea contractului de finantare. Față de cele prezentate, solicit adoptarea unei hotarari a Consiliului Local privind - aprobarea actului aditional la Acordul de parteneriat din data de 19.09.2019 aferent proiectului "Noduri secundare si teritiare mai bine conectate la reseaua centrala si cuprinzatoare a retelei TEN-T prin masuri comune privind CBC' , cod proiect ROBG-383 (str. Jiului), anexa la hotarare.

Date fiind cele arătate , consider că se impune să se adopte proiectul de hotărâre pe care-l anezex .

Primar,

Mituletu Dorel



MUNICIPIUL CALAFAT
Nr. 7385 / 02.11.2023

Raport

privind încheierea unui act adițional la Acordul de parteneriat din data de 19.09.2019 aferent proiectului "Noduri secundare și terțiare mai bine conectate la rețeaua centrală și cuprinzătoare a rețelei TEN-T prin măsuri comune privind CBC", cod proiect ROBG-383 (str. Jiului)

Cu referatul înregistrat sub numărul 7384 / 02.11.2023 domnul primar propune adoptarea unui proiect de hotărâre prin care să se reglementeze încheierea unui act adițional la Acordul de parteneriat din data de 19.09.2019 aferent proiectului "Noduri secundare și terțiare mai bine conectate la rețeaua centrală și cuprinzătoare a rețelei TEN-T prin măsuri comune privind CBC", cod proiect ROBG-383 (str. Jiului) arătând că :

Prin HCL 112/11.09.2019 a fost aprobat Acordul de parteneriat cu Municipiul Veliko Tarnovo (Veliko Tarnovo Municipality) și Asociația Badeshte Dnes (Future Today Association) în vederea implementării proiectului „Noduri secundare și terțiare mai bine conectate la rețeaua centrală și cuprinzătoare a rețelei TEN-T prin măsuri comune privind CBC”, cod proiect ROBG-383 (str. Jiului).

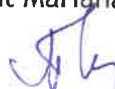
Prin adresa mail, înregistrată la Primăria Calafat cu nr. 7382/02.11.2023, Municipiul Veliko Tarnovo a solicitat încheierea unui act adițional la acordul de parteneriat, acesta fiindu-i necesar pentru prelungirea contractului de finanțare

Date fiind cele menționate mai sus, precum și

- prevederile art. 89, alin (6) și alin (9), art.129 alin.(2) lit.(e), alin.(9) lit. (c) din O.U.G nr. 57/2019, privind Codul administrativ;
- prevederile Ordonanței 29/2015 privind gestionarea financiară a fondurilor externe nerambursabile și a cofinanțării publice naționale, pentru obiectivul "Cooperare teritorială europeană" în perioada 2014 - 2020, cu modificările și completările ulterioare;
- ORDIN 340/2016 pentru aprobarea normelor metodologice de aplicare a prevederilor OG 29/2015 privind gestionarea și utilizarea fondurilor externe nerambursabile și a cofinanțării publice naționale, pentru obiectivul "Cooperare teritorială europeană" în perioada 2014 - 2020, cu modificările și completările ulterioare.

Considerăm că se poate adopta hotărârea corespunzătoare Proiectului anexat referatului 7384 / 02.11.2023

Intocmit,
Mihut Mariana





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GOVERNMENT OF ROMANIA



GOVERNMENT OF BULGARIA



Veliko Tarnovo District, Veliko Tarnovo Municipality, Veliko Tarnovo, 5000, 2 Maika Bulgaria Square,
Telephone: +35962/ 619 203, Fax: +35962/ 627 997, E-mail: mayorvt@vt.bia-bg.com

Project: "Better connected secondary and tertiary nodes to TEN-T core and comprehensive network through joint CBC measures", Subsidy contract No. 161298/ 28.11.2019, e-MS code: ROBG-383

Addendum No. 2

for modification of the Partnership Agreement from 19.09.2019

Having in mind the provisions of article 16 of the Partnership Agreement from 19.09.2019

Veliko Tarnovo Municipality, with headquarters at 2 Maika Bulgaria Square, Veliko Tarnovo Town, Veliko Tarnovo Municipality, Veliko Tarnovo District, Bulgaria, fiscal registration No.: 000133634, represented by Ms. Snezhana Daneva-Ivanova, Deputy Mayor, hereinafter referred to as **Lead Partner**,

Territorial Administrative Unit - Calafat Municipality, with headquarters at 24 Tudor Vladimirescu Avenue, Calafat Town, Dolj County, Romania, fiscal registration No.: 4554424, represented by Mr. Dorel MITULETU, Mayor, hereinafter referred to as **Partner 2**,

and

Future Today Association, with headquarters at 64 Gorazd Street, Vidin Town, Vidin Municipality, Vidin District, Bulgaria, fiscal registration No.: 176799465, represented by Mr. Ivan IVANOV, Head of Management Board, hereinafter referred to as **Partner 3**

for the implementation of the project "Better connected secondary and tertiary nodes to TEN-T core and comprehensive network through joint CBC measures", e-MS code ROBG-383, approved by the Monitoring Committee of the "Interreg V-A Romania-Bulgaria Programme" on 22.03.2018

have concluded the present Addendum and agreed upon the following:

Article 1. The non-eligible value of the project is increased to 4,213,029.79 EUR, and Article 3, paragraph 2 of the Partnership Agreement is modified accordingly:

"Art. 3 (2) "The non-eligible value is in the amount of 4,213,029.79 EUR and represents the total of the non-eligible expenditure supported by the LB."

Article 2. All other terms and conditions of the Partnership Agreement remain unchanged.

Article 3. This Addendum shall enter into force upon signature by the last party.



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GOVERNMENT OF ROMANIA



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Telephone: +35962/ 619 203, Fax: +35962/ 627 997, E-mail: mayorvt@vt.bia-bg.com

Project: "Better connected secondary and tertiary nodes to TEN-T core and comprehensive network through joint CBC measures", Subsidy contract No. 161298/ 28.11.2019, e-MS code: ROBG-383

Article 4. This Addendum is issued in 4 copies in the English language, one for each Partner and one for the Joint Secretariat.

Lead Partner: Veliko Tarnovo Municipality

**Partner 2: Territorial Administrative Unit -
Calafat Municipality**

**Legal representative: Snezhana Daneva-
Ivanova, Deputy Mayor (for the Mayor of
Veliko Tarnovo Municipality, Order No. RD-
22-1875/ 25.09.2023)**

**Legal representative: Dorel MITULETU,
Mayor**

Signature:

Signature:

Partner 3: Future Today Association

**Legal representative: Ivan IVANOV, Head of
Management Board**

Signature:

**Agreement between lead beneficiary and partners
in the project “Better connected secondary and tertiary nodes to TEN-T core and
comprehensive network through joint CBC measures”, Project code ROBG-383,
financed under the Interreg V-A Romania-Bulgaria Programme**

PARTNERSHIP AGREEMENT

Having regard to

The Council Regulation (EU) No 1303/2013 of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006; The Regulation (EU) No 1299/2013 of the European Parliament and of the Council of 17 December 2013 on specific provisions for the support from the European Regional Development Fund to the European territorial cooperation goal;

The Commission Regulation (EU) No 1301/2013 of the European Parliament and of the Council of 17 December 2013 on the European Regional Development Fund and on the specific provisions concerning the Investment for growth and jobs goal and repealing Regulation (EC) No 1080/2006

Interreg V-A Romania-Bulgaria Programme, approved by the European Commission by Decision no. 886/12.02.2015;

the following agreement is concluded between

Veliko Tarnovo Municipality: No. 2 Maika Bulgaria Square, Veliko Tarnovo Town, Veliko Tarnovo District, Bulgaria, fiscal registration number BG000133634, represented by Mr. Daniel PANOV, Mayor (lead partner)

Territorial Administrative Unit - Calafat Municipality: No. 24 Tudor Vladimirescu Avenue, Calafat Town, Dolj County, Romania, fiscal registration number 4554424, represented by Mr. Lucian CIOBANU, Mayor (partner 2)

and

Future Today Association: No. 64 Gorazd Street, Vidin Town, Vidin District, Bulgaria, fiscal registration number 176799465, represented by Mr. Ivan IVANOV, Head of Management Board (partner 3)

for the implementation of the project “Better connected secondary and tertiary nodes to TEN-T core and comprehensive network through joint CBC measures”, project code ROBG-383, approved by the Monitoring Committee of the “Interreg V-A Romania-Bulgaria Programme” - on 22.03.2018.

§ 1 Object

- 1) The object of this agreement is the organisation of a partnership in order to implement the project "Better connected secondary and tertiary nodes to TEN-T core and comprehensive network through joint CBC measures", project code ROBG-383, selected under the Interreg V-A Romania-Bulgaria Programme.
- 2) Through the present agreement, the parties establish their right and duties, the way of achieving their tasks and the relations between partners, which shall apply in order to achieve the goals of the above-mentioned project.
- 3) The terms and conditions herein are acknowledged and accepted by all parties.

§ 2 Duration of the agreement

- 1) The agreement enters into force on the signature date the last party signs. The last party signing has the obligation to note the date.
- 2) The beginning date of the implementation of the project starts the day after the subsidy contract becomes effective.
- 3) The implementation period of the project is 36 months. The implementation period cannot exceed the 31st of December 2023.
- 4) The agreement is valid for 5 years from the final payment.

§ 3 Value of the project

- 1) The total eligible value is 4,769,687.25 EUR (non-refundable financing and the contribution of the partners), out of which:
 - i. 4,054,234.14 EUR ERDF, representing maximum 85%
 - ii. 620,012.84 EUR State Budgets Cofinancing, representing maximum 13%
 - iii. 95,440.27 EUR Partners own contribution
- 2) The non-eligible value is in amount of 1,860,000.00 EUR and represents the total of non-eligible expenditure supported by the LB and partners.
- 3) The total estimated net revenue is in amount of 0.00 EUR. The additional net revenue generated during implementation of the project, resulting from sources of revenue not taken into account in determining the potential net revenue of the project, shall be deducted from the eligible expenditure of the project.
- 4) Where it is objectively not possible to determine the revenue in advance based on the method set out in Article 61 paragraph 3(b) of Regulation 1303/2013, the net revenue generated within three years of the completion of the project, or by the deadline for the submission of documents for programme closure, whichever is the earliest, shall be deducted from the project eligible value.

§ 4 Financing of the project

- 1) MA awards a non-repayable contribution from the ERDF of maximum 4,054,234.14 / four million fifty four thousand two hundred thirty four euro and fourteen eurocents, representing maximum 85% of the total eligible value of the project mentioned at article 3.1 from the present agreement.
- 2) MA/NA awards a non-repayable contribution from the national state budgets of 620,012.84 EUR / six hundred twenty thousand twelve euro and eighty four eurocents,

representing maximum 13% of the total eligible value of the project specified at article 3 paragraph 1 from the present agreement.

3) The partners participate in the project with their own contribution representing 95,440.27 / ninety five thousand four hundred forty euro and twenty seven eurocents, mentioned in article 3 paragraph 1 of the present agreement and support the non-eligible expenditure according to its contribution to the project.

4) The total eligible budget of LB is 3,960,847.77 out of which maximum 85% represents ERDF, maximum 13% represents national cofinancing and minimum 2% represents its own contribution¹.

The total eligible budget of B2 is 691,575.81 out of which maximum 85% represents ERDF, maximum 13% represents national cofinancing and minimum 2% represents its own contribution.

The total eligible budget of B3 is 117,263.67 out of which maximum 85% represents ERDF, maximum 13% represents national cofinancing and minimum 2% represents its own contribution.

5) The Lead Beneficiary is responsible in front of the Managing Authority for the sound financial management of the project.

6) The Lead Beneficiary receives the amounts mentioned at paragraph 1 directly from the MA, and is responsible for transferring the amounts to each partner, according to the subsidy contract.

7) The Romanian partners receive the amounts mentioned at paragraph 2 directly from the MA, according to the cofinancing contract.

8) The Bulgarian partners receive the amounts mentioned at paragraph 2 directly from the NA, according to the cofinancing contract.

9) Any modification of the project has to be agreed by all partners, justified and submitted by the LB to the Joint Secretariat in a written form, as regulated in the Programme's Implementation Manual.

10) The LB has to request the modification of the project by addendum in case of substantial changes in the project, which are the followings:

a) changes in the partnership

b) substantial changes in the content of the project

11) Further detailed rules describing cases of substantial changes in the content of the project are set in the Programme's Implementation Manual, available on the Programme's website www.interregrobg.eu.

12) The last request for modification of the Subsidy Contract should be submitted two months before the end date of the project.

13) Other changes in the project than listed in paragraph 10 will not require subsidy contract modification by addendum, but the LB has to notify the Joint Secretariat in each case at the moment the changes occurs. The JS will verify that the project change does not fall under cases regulated in paragraph 10 and will inform the LB without any delay if it requires subsidy contract modification.

¹ This article shall be completed for each partner.

14) In case that, after the ending of the implementation period of the project, the total eligible value is lower than the eligible value stipulated at article 3 paragraph 1 of the present agreement, the amount granted by the MA/NA shall be reduced accordingly by applying the percentage specified in the subsidy contract/cofinancing contract.

15) In the case of net revenue generating projects, the partners shall respect the provisions of Article 61 of Regulation (EU) No. 1303/2013.

16) The total amount each partner commits to spend and request for first level control by the end of the month marking the half of the implementation period is provided below.

Month of implementation	Amounts ² to be requested for FLC		
	LB	P2	P3
Total of amounts requested for FLC at half of the implementation period (month 18)	94,146	32,706	3,828
Partner's total budget	3,960,848	691,576	117,264

17) The LB and partners have the possibility to ask expenditure for reimbursement to the MA via a project report submitted in the electronic system at any given time in accordance with the defined periods within the electronic system (or with prior modification of the defined periods in the electronic system, provided that the expenditure claimed for reimbursement is not lower than 10,000 euro ERDF. The total amount to be requested for first level control mentioned at the half of the implementation period cannot be changed.

18) In case the total amounts requested for first level control verification are lower compared to the amounts forecasted for the half of the implementation period, the MA is entitled to decommit project funds by reducing the original project budget and the corresponding ERDF contribution, as follows:

- 10% reduction of the budget for the partners who have requested amounts for first level control lower than 75% of the initial amounts included in the schedule for first level control requests
- 25% reduction of the budget for the partners who have requested amounts for first level control lower than 50% of the initial amounts included in the schedule for first level control requests

19) Also, considering the focus on the 2014-2020 period is on results, in case the project contribution to indicators is lower compared to the application form, the MA is entitled to decommit project funds by reducing the original project budget and the corresponding ERDF contribution, as follows:

- 10% decommitment will apply to the budget of the beneficiaries in case the project indicators were reached lower than 75% of the initial project indicators (average at project level considering all indicators)
- 25% decommitment will apply to the budget of the beneficiaries in case the project indicators were reached lower than 50% of the initial project indicators (average at project level, considering all indicators)
- In case the project did not contribute to the result indicators (a non-quantifiable one) a 10% decommitment will apply to the budget of the beneficiaries

² Amounts will be introduced in Euro, rounded, without decimals

If the project goal was not reached, the contract shall be terminated.

20) In case of a decision on the decommitment of the project, the Lead beneficiary shall submit to the MA a revised budget and Application Form, if the case, reflecting the decommitment, within two weeks following the receipt of MA's notification. To this end, the partners affected by the decommitment shall submit their revised budget to the LB within 5 days following the request received from the LB. In case of failure to respect the deadline, the decommitment shall be applied proportionally to all budgetary lines. The modification of the contract in case of decommitment at project level shall take the form of a decision of the representative of the Managing Authority signing the subsidy contract, which will be notified to the partners.

21) In case of decommitment as provided above, the Lead beneficiary together with the partners may decide to give up financing, but in this case all the funds reimbursed shall be recovered by the Managing Authority. The decommitment shall be done without prejudice to partners' obligation to implement all the activities and achieve all the results, according to the approved application form.

22) In case partners decide not to externalize activities, as foreseen in the approved Application Form, and decide to implement them "in house", without requesting the reimbursement of the respective amounts from the Programme, the project budget shall be reduced automatically with the respective amounts. To this end, the partners have the obligation of informing the MA in due time, through the LB, regarding the decision taken and request the reduction of the budget. The reduction of budget shall take the form of a decision of the representative of the Managing Authority signing the contract, which will be notified to the partners.

§ 5 Eligibility of Expenditures

1) The starting date for the eligibility of expenditure is the first day after selection of the project by the Monitoring Committee. Expenditures for the project must be paid at the latest within 2 months after the implementation period, but not later than 31.12.2023. Expenditures committed after the finalization of the implementation period shall not be eligible. In case the project is not finalized during the eligibility period of expenditures, the Lead Beneficiary and its partners shall ensure from their own budget the necessary funds for the finalization of the project, according to the last approved Application Form.

2) The expenditures related to the project are eligible provided that they observe the provisions of the List of eligible expenditures for Interreg V-A Romania-Bulgaria Programme applicable to Priority Axis 1-5, the applicable European and national legislation in force. The rules stated in the Applicant's Guide related to ceilings must be observed.

3) As an exception from the provisions of paragraph 1, preparation costs are eligible if they were incurred between 1st of January, 2014 and the submission of the Application Form.

4) All preparation costs for all partners shall be requested for reimbursement in the first project report, otherwise they will be considered non-eligible expenditures.

§ 6 Reimbursing the expenditures

1) Before requesting the reimbursement, the respective expenditures have to be incurred, paid and controlled. The payment date is considered to be the date of the

bank transfer from the partner's account to the contractor's account.

- 2) The partners have the obligation to make available all supporting documents and to submit partner reports for their share of activities and expenditure in the project based on the conditions provided hereunder, in the Programme Implementation Manual, e-MS manual and in the applicable legislation.
- 3) The partners must present all documents to the controllers in order to be verified before drafting and forwarding the project reports.
- 4) The Lead Beneficiary submits the project reports including both financial and physical progress of the project via the electronic system to the JS in due time.
- 5) The project reports including both financial and physical progress of the project submitted by the LB shall contain only validated expenditure and shall be supported by the First Level Control Report issued by the controllers of the project partners.
- 6) The ERDF contribution shall be paid into the account of the Lead Beneficiary, who is responsible for the administrative and financial management of the project and for the transfer of these amounts to partners according to the expenditures / contribution of each partner to the project. The expenditures resulted from the exchange rate risk are non-eligible expenditures for the project.
- 7) The expenditure incurred in a currency other than the euro shall be converted into euro by using the monthly accounting exchange rate of the Commission in the month during which that expenditure was submitted for verification to the first level controller.
- 8) The Lead Beneficiary will make no deduction, retention or further specific charge from the amounts that must be transferred to the partners.
- 9) In 5 working days from the date of receiving the ERDF amounts, the Lead Beneficiary shall transfer them to the partners, according to the contribution of each partner to the project. If the LB does not send the amounts in due time, partners may charge penalties bigger with one and a half point than the rate applied by the Central European Bank (as in force on the first working day from the month of the deadline date), calculated from the first working day following the due date.
- 10) In case the deadlines for submitting their contribution to the project report to the Lead Beneficiary cannot be observed, the partners have to inform the Lead Beneficiary in 3 working days on the reasons of the delay.
- 11) In case the Declarations on validation of expenditure are not received from each partner for a given reporting period, the LB shall submit the project report on the basis of the Declarations on validation of expenditure available for the reporting deadline.
- 12) The LB must include in a project report both physical and financial progress of the project. The instructions presented in the reporting models must be followed exactly.

§ 7 Rights and duties of the parties

Lead Beneficiary

- 1) The Lead Beneficiary assumes responsibility for ensuring implementation of the entire project.
- 2) The Lead Beneficiary ensures the coordination, management and general

implementation of the entire project.

- 3) The Lead Beneficiary ensures that expenditure presented by all partners has been incurred in implementing the project and corresponds to the activities agreed between all the partners, and is in accordance with the provisions of the subsidy contract;
- 4) The Lead Beneficiary shall receive the ERDF amounts and shall manage them according to the provisions of the present agreement and of the subsidy contract.
- 5) The Lead Beneficiary shall be responsible in front of MA for the implementation of the obligations assumed in the Subsidy Contract and in the Partnership Agreement, for the implementation of the project and for achieving the goals stipulated in the contract and its Annexes.
- 6) The Lead Beneficiary guarantees that itself and all its partners will draft the Technical Projects/Details, will do the utmost to obtain the necessary approvals, agreements and construction authorizations within 6 months from the signing of subsidy contract.
- 7) The Lead Beneficiary ensures that the project starts in due time and that it is entirely implemented in due time and according to the obligations to the MA. The Lead Beneficiary 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 it discovers these events on its own or if other partners inform it on these aspects.
- 8) The Lead Beneficiary is responsible for claiming payments from the MA and for the management of ERDF amounts, especially for the transfer in due time of these amounts to the partners, according to the contribution of each partner to the project and in line with the validated expenditures, in maximum 5 working days.
- 9) The LB remains in contact with the bodies involved in the implementation of the Interreg V-A Romania-Bulgaria Programme.
- 10) The lead beneficiary must request any information and additional documents from the partners, necessary for drafting the documents requested by the MA/JS; the Lead Beneficiary has the obligation to mention in the request the deadline for the partners.
- 11) The Lead Beneficiary and all partners must present their documents to the first level controllers, designated by MA and NA respectively, in order for these documents to be verified before the drafting, elaboration and forwarding the project reports.
- 12) The Lead Beneficiary ensures, through verifications/controls - periodical or ad-hoc, that the partners present their expenditures to the controllers for verifications.
- 13) The Lead Beneficiary keeps track of the project activities, of the amounts received from the MA and of the transfers to the partners.
- 14) The Lead Beneficiary notifies all partners regarding any situation that may lead to the temporary or permanent impossibility or to any other drawback in the implementation of the project.
- 15) For the irregularities committed by a partner, the LB is entitled to turn against in order to obtain the amounts that have to be paid to the MA.
- 16) The Lead Beneficiary shall periodically, inform all partners about the relevant

communications with the implementing bodies of the programme.

- 17) The Lead Beneficiary ensures that all partners implement the measures included in the action plan resulted from the audit missions of the European Commission or of other audit and control bodies, at the stipulated deadlines.
- 18) The Lead Beneficiary coordinates the setting up of the Joint Steering Committee of the Project and the drafting of its rules of procedure.
- 19) The Lead Beneficiary must ensure the correctness of the accounting and financial reports and documents drawn up by the Partners.

Partners (including the Lead Beneficiary where applicable)

- 1) Implements the part of the project for which it is responsible, in due time, according to the descriptions of the (individual components) Application Form approved by the Monitoring Committee and other documents agreed between the MA and the LB.
- 2) The Partner has the responsibility of implementing the project according to the provisions of the present agreement of the national and European legislation in force and of the Programme Implementation Manual, available on the Programme's website, www.interregrobg.eu.
- 3) Notifies the Lead Beneficiary regarding any situation that may lead to the temporary or permanent impossibility or to any other drawback in the implementation of the project in maximum 3 days from the event causing the impossibility.
- 4) Do the utmost to obtain the necessary approvals, agreements and construction authorizations within 6 months from the signing of subsidy contract.
- 5) Observe the national and European legislation in general and especially on public procurement, state aid, equal opportunities, sustainable development, environmental protection.
- 6) Is responsible for its budget up to the amount it participates in the project.
- 7) Shall maintain a proper analytical accounting system and separate bank accounts for the project.
- 8) Supports the lead beneficiary in drawing up project reports and the final report by providing the required data on time; sends all necessary data to the Lead beneficiary in order for the latter to submit project reports.
- 9) The partners have the obligation to respond to any request of the Lead Beneficiary in the deadline stipulated in the respective requests.
- 10) The Partner cannot mortgage or impose any other form of bank guarantee on the goods purchased from the financing throughout the implementation period of the project and 5 years after the final payment.
- 11) By exception from the provisions of the previous paragraph, the partner may mortgage or impose other form of bank guarantee on the capital asset/s that represent/s the subject of financing from the financing throughout the implementation period of the project, provided all other partners agreed and the value of the credit obtained does not exceed the total value of the partner's budget.
- 12) The partner, via the Lead Beneficiary has to inform the Managing Authority and present the following documents in maximum 10 working days from the signing of

the contract:

- a. The evaluation of the asset (if the asset was already delivered), performed by an bank or independent evaluator.
 - b. A copy of the contract or, in case of mortgage a copy of the documents related to the registration of the mortgage in the relevant public registers.
- 13) The Managing Authority reserves the right not to agree with the mortgage or with other form of bank guarantee.
 - 14) In case the bank/institution where the credit was obtained imposes on the partner to use its own account, then all the expenditures related to the project implementation must be performed from the respective account.
 - 15) Each partner must submit to the Lead Beneficiary any documents necessary for drafting specific documents requested by the MA/JS or other implementing bodies of the programme.
 - 16) The partner will produce all documents required for the audit, control or evaluation, provide necessary information and give access to its business premises. The lead beneficiary and the partners are at all times obliged to retain for audit and control purposes all files, documents and data about the project for 3 years after the official closure of Interreg V-A Romania-Bulgaria Programme. The time period shall be interrupted either in the case of legal proceedings or by a duly justified request of the European Commission. The documents must be properly archived. Also, the MA must be informed on the location of these documents.
 - 17) The partners must implement the measures included in the action plan, at the stipulated deadlines, set by the Lead Beneficiary/MA/JS, according to the recommendations resulted from the audit missions of the European Commission, Audit Authority or other empowered audit and control bodies.
 - 18) All partners understand that the Managing Authority (MA) and the National Authority (NA) are entitled to verify and to control the proper use of funds by the LB or by partners. The verifications to be carried out by the Managing Authority/National Authority shall cover administrative, financial, technical and physical aspects of projects, as appropriate. The MA and NA shall be responsible for the control of the proper use of funds by the LB or by partners, by preventing, detecting and correcting irregularities and recovering amounts unduly paid together with interest on late payments where appropriate.
 - 19) The partners understand and agree that the MA has delegated tasks to the JS, therefore JS may act in the name and on behalf of MA.
 - 20) In case an irregularity is discovered, the partner is responsible to reimburse the ERDF amounts affected by the irregularity to the Lead Beneficiary, even if the irregularity was committed by a sub-contractor, in 20 days from notification; starting the 21st day the Lead Beneficiary may request delay penalties bigger with one and a half point than the rate applied by the Central European Bank from the first working day from the month of the deadline date.
 - 21) Any extra payment done by the Lead Beneficiary to a partner is considered unduly paid amount, and the partner has to repay the respective amounts in 30 days from the receiving date of the notification from the Lead Beneficiary.
 - 22) In case the unduly paid amounts are not reimbursed to the Lead Beneficiary in due

time, the partner has to pay delay penalties bigger with one and a half point than the rate applied by the Central European Bank from the first working day from the month of the deadline date. The penalties are calculated to the value that has to be recovered.

- 23) The bank charges resulted from reimbursing the unduly paid amounts are borne exclusively by the partner making the reimbursement.
- 24) Each partner, including the Lead Beneficiary, shall be responsible to the other partners and shall pay for the damages resulted from not observing the tasks and obligations established by the present agreement and its annexes.
- 25) Each partner is responsible for the damages caused to third parties from its own fault during the implementation of the project.
- 26) Participates at the setting up of the Joint Steering Committee of the Project and at drafting its rules of procedure.
- 27) During the implementation period of the project as well as after the end of the implementation period for a 3 years period after the official closure of Interreg V-A Romania-Bulgaria Programme, all partners have the obligation to preserve and to present, to the Joint Secretariat (JS, within the Regional Office for Cross-Border Cooperation Calarasi, Romania), MA (Managing Authority-Ministry of Regional Development and Public Administration from Romania), NA (National Authority-Ministry of Regional Development and Public Works from Bulgaria) Certifying Authority (CA, within the Romanian Ministry of Regional Development and Public Administration), Audit Authority (AA, within the Romanian Court of Accounts), European Commission (EC), European Court of Auditors and any other body designated to perform controls on the use of the financing, all project related documents, including the inventory for the actives gained as a result of using the funds. The time period shall be interrupted either in the case of legal proceedings or by a duly justified request of the Commission.
- 28) In case of remaining funds/economies, each Partner, via the LB must notify the MA within 15 days following the finalization of implementation of the public procurement contracts at project level. The LB must clearly specify in the notification the amounts of the remaining funds and if there is a need of re-using these within the project.

§ 8 Joint Steering Committee of the Project

- 1) The parties shall set up a Joint Steering Committee of the Project, made up of representatives of all partners, which shall supervise the proper implementation of the project and perform any other tasks stipulated in the rules of procedure for this committee.
- 2) The Lead Beneficiary is responsible for setting up the Joint Steering Committee of the Project before the first project report is submitted.
- 3) The tasks of the Joint Steering Committee of the Project shall be established through the Rules of Procedure of this Committee and shall automatically include the tasks stipulated in this agreement:
 - a. settle any dispute between partners;
 - b. preparing the list with members of the arbitration court;

- c. terminating the partnership agreement.

§ 9 Publicity

- 1) The partners shall inform the general public, using the measures laid down in Annex XII of Regulation (EU) no. 1303/2013.

The publications edited within a project financed under Interreg V-A Romania-Bulgaria Programme shall include the name of the project and reference to the EU co-financing of the Programme, on the first and the last cover. The publications shall also contain contacts (persons, institution/organization, phone, fax, email and postal address) for the persons interested in finding out further details. The visual identity elements from all materials developed by partners during the implementation of the project shall be approved by the JS.; the responsibility for the content of materials belongs to the partner.

- 2) The websites created within a project financed under Interreg V-A Romania-Bulgaria Programme shall mention EU co-financing on the home page.
- 3) For all information and publicity actions developed by the partners, they must archive in a single place (hard copy and/or electronically) the documents related to these activities (e.g.: information and publicity materials they produced: printed materials, audio-video materials).
- 4) The rules stipulated in the Visual Identity Manual of the Programme (available at www.interregrobg.eu) are mandatory for all partners.
- 5) The Lead Beneficiary is responsible to inform the JS regarding the information and publicity measures taken in order to promote the projects financed under ERDF.

§ 10 Confidentiality

- 1) The partners undertake to preserve the confidentiality of any document, information or other material communicated to them in confidence until at least five years from the official closure of the programme.
- 2) The documents, papers, data and information used for publicity purposes for informing on and promoting the use of Structural Instruments shall not be declared as having confidential status.
- 3) Releasing any information to persons involved in implementing / verifying / controlling / auditing the Contract shall be performed on confidential basis and shall only cover the information that is necessary for implementing the contract.
- 4) The contracting parties shall bare no responsibility for releasing information on the contract if:
- a. the information was released with the written agreement of the other contracting parties; or
 - b. the contracting party was legally forced to release the information.
- 5) Failing to observe the confidentiality obligation gives the damaged party the right to claim compensations from the damaging party.

§ 11 Conflict of interests

- 1) In the present Agreement, the conflict of interests represents any circumstances defined as such in the national/European legislation.

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- 2) Any conflict of interests that arises during the implementation of the agreement shall be immediately notified by the Lead Beneficiary to the JS and MA/NA, which reserves the right to verify such circumstances and take the necessary measures, where necessary.
- 3) The LB and partners shall observe the provisions of the Guidelines for the beneficiaries regarding the conflict of interest, drafted by the Managing Authority and available on www.interregrobg.eu.

§ 12 Disputes between partners

- 1) Should any dispute arise between partners of the project, each partner shall be obliged to submit the dispute to the Joint Steering Committee of the Project in order to reach a settlement.
- 2) Should the Joint Steering Committee of the Project fail to reach a compromise, each partner shall be obliged to request and accept arbitration carried out by an ad-hoc arbitration court. This will consist of two people of both nationalities, appointed by the Joint Steering Committee of the Project from the list of persons nominated beforehand. Should this committee fail to designate all the expert arbitrators within one month from the Lead Beneficiary's request, the Lead Beneficiary shall have the authority to appoint both expert arbitrators.
- 3) Each partner shall be obliged to accept and apply the decisions of the arbitration court, subject to the applicable law hereby agreed upon and in compliance with the provisions of the Community law.
- 4) Any dispute that, from any reason, fails to be solved by the Joint Steering Committee of the Project and which involves the Lead Beneficiary shall be governed by the law applicable to the Lead Beneficiary, while, if the Lead Beneficiary does not take part in the dispute, the applicable law is the one of the petitioner.

§ 13 Force majeure

- 1) Force majeure is any external event, unforeseeable, absolutely invincible and inevitable occurred after the conclusion of this Partnership Agreement and which prevents the execution of all or part of this agreement. Force majeure, established under the law, exonerates the parties in case of failure to execute totally or partially the obligations under this Agreement, as long as the force majeure is in force, and only if the other party has been duly notified. It is not considered force majeure an event similar to those above which, without creating an impossibility of execution, makes extremely expensive the fulfillment of the obligations of one of the parties. The party invoking force majeure shall notify the other party regarding the force majeure event, within five (5) calendar days from the date of issue of the force majeure. The party invoking force majeure is required to send to the other party, the document stating the existence of force majeure, within 15 (fifteen) calendar days from the date of its communication by the competent entity. The party invoking force majeure has the obligation to communicate the date of termination of the force majeure, within five (5) calendar days of the termination.
- 2) The responsible party will support all costs of the notification procedure.
- 3) The parties shall take all measures at their disposal to limit the consequences of Force Majeure.
- 4) If the party claiming force majeure does not notify the commencement and

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termination of the force majeure, under the terms and conditions laid down, it will not be exempted from responsibility and will pay all damages caused by the lack of notice to the other Party.

5) The execution of the agreement is suspended from the occurrence of force majeure during the whole period of its action.

6) If force majeure and / or its effects lead to the suspension of the execution of this Partnership Agreement for a period longer than 3 (three) months, the Parties will meet within a period not exceeding ten (10) calendar days from the expiry date of this period in order to agree on how to continue, modify or terminate the Agreement.

7) Fortuitous event does not exonerate the parties in case of failure to execute totally or partially the obligations under this Agreement.

§ 14 Assignment, legal succession

- 1) The Lead Beneficiary and other partners are not allowed to give up entirely or partially the rights and duties resulted from the present agreement without the approval of the Monitoring Committee of the Programme.
- 2) In case of legal succession, e.g. when the partner changes its legal form, the partner is obliged to transfer all duties under this agreement to the legal successor. The partner shall notify beforehand the Managing Authority.

§ 15 Working language

- 1) The working language shall be English (according to the decision of the partners).
- 2) Any official internal document of the project shall be made available in the language of the subsidy contract.

§ 16 Amendment of the agreement

- 1) Any modification to the present agreement is made only with the agreement of all parties and takes the form of an addendum to the present agreement.
- 2) As an exception from the provisions of paragraph 1, the Partner may make the following changes, with the notification of the other partners:
 - i. change of headquarter may be done and shall be forwarded to the MA within 15 days following the change of Address.
 - ii. material errors in the text of the agreement
- 2) Addenda become effective the day of their signing by the last party. Modifications incurred in the respective national/European applicable legislation with impact on the implementation of the Partnership Agreement, become effective from the date the respective legal act enters into force without being confirmed through an Addendum.

§ 17 Termination of the agreement

- 1) In exceptional and duly justified cases, including "force majeure", the Lead Beneficiary may decide on terminating the Agreement, by a written notification, the obligations the parties have towards the MA remaining valid until the MA or the Monitoring Committee decide to terminate the subsidy contracts.
- 2) The termination of the subsidy contract is possible only with prior approval of the MA or of the Monitoring Committee, according to each case.

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- 3) The Agreement is terminated, by decision of the Joint Steering Committee of the Project, at the proposal of a partner, without any other delay or formality, the partner being obliged to repay to the Lead Beneficiary the amounts already received, in whole if:
 - a. an inconstancy between the reality and the declarations of the partner in the application form is found, regarding the financing of the project from national or European public funds, or regarding the financing from other national or European programmes;
 - b. the financing awarded has been partially or entirely misapplied for other purposes than those agreed upon, including 5 years after the final payment;
 - c. insolvency proceedings are instituted against the assets of a partner or insolvency proceedings are dismissed due to lack of assets for cost recovery, provided that this appears to prevent or risk the implementation of the project;
 - d. a partner closes down;
 - e. The MA finds that during the implementation period of the project including 5 years after the final payment, the LB or any project partner wholly or partly sells or transfer in any form the right of property of the goods purchased from the financing, including under the conditions of article 71 from Regulation 1303/2013 (change in the nature of ownership of an item of infrastructure or the cessation of a productive activity and which affects the nature or the implementation conditions of the project or gives to a firm or a public body an undue advantage);
 - f. The partners fail to observe the provisions of article 7 (Partner section) paragraphs 10-14 of the present Agreement;
 - g. in case the project is no longer eligible, if during its implementation such modifications appear that affect the implementation conditions/ create for a third party an unjustified advantage, or if the modification is the result of a change in the nature of the property/ ceasing/ change of the location of the investment;
 - h. a partner did not notify the Lead Beneficiary in due time on a case of conflict of interests or the necessary measures for ending such a situation were not taken;
 - i. a partner did not start the implementation of the project according to the provisions of the approved Application Form;
- 4) The Joint Steering Committee of the project, at the proposal of a partner, has the right to terminate this Agreement if:
 - a. the project has not been or cannot be fully implemented by carrying out the planned activities, the planned outputs and results or the project cannot or could not be realized in due time; or
 - b. the partner has failed to submit in the deadlines the required reports or proofs, or to supply necessary information, in the deadline and has not duly justified these delays; or
 - c. the partner has impeded or prevented the auditing; or the recommendations resulted from the audit missions have not been observed; or

- d. a fraud is discovered at a partner level; or
- e. a partner has failed to fulfill any other conditions or requirements stipulated in this agreement.

§ 18 Correspondence

- 1) Any legally binding correspondence and any official notifications can be lawfully served at the following addresses:

Veliko Tarnovo Municipality: No. 2 Maika Bulgaria Square, Veliko Tarnovo Town, Veliko Tarnovo District, Bulgaria, fiscal registration number BG000133634, Post code 5000, telephone +359 62 619 304 / +359 62 619 357, fax no. +359 62 620 206, e-mail addresses: mayorvt@vt.bia-bg.com and euro_vt@abv.bg;

Territorial Administrative Unit - Calafat Municipality: No. 24 Tudor Vladimirescu Avenue, Calafat Town, Dolj County, Romania, fiscal registration number 4554424, Post code 205200, telephone no. +40.251.231424 / +40 730.848.959, fax no. +40.251.232.884, e-mail addresses: janinamitoiu@yahoo.com; primariacalafat@yahoo.com and

Future Today Association: No. 64 Gorazd Street, Vidin Town, Vidin District, Bulgaria, fiscal registration number 176799465, Post code 3700;

Project implementation office: No. 1 Peyo Yavorov Street, Vidin Town, Vidin District, floor 0, telephone / fax no. +359 898 754 111, e-mail address i.zlatkov@mail.bg;

- 2) The reports and project reports, as any other official document submitted for the implementation of the project must be signed by the legal representative of the partner or by its mandate.
- 3) The entire correspondence regarding the present agreement shall be done in written form, by mentioning the title of the project, the project code and shall have a registration number (entry and exit).

§ 19 Applicable law

- 1) The parties undertake to comply in good faith with all and every provision hereof according to the binding value of the agreement entered into by the parties.
- 2) The agreement is governed by the law of the country of the Lead Beneficiary.
- 3) The present agreement forces the parties to observe in all and with good faith every provision, according to the principle of the bindery legal force of the agreement between parties.
- 4) If any provision in this agreement proves to be wholly or partially ineffective, the parties to this agreement undertake to replace it by an effective one which comes as close as possible to the purpose of the ineffective provision

§ 20 Signatures

Partnership Agreement

- 1) The present agreement is concluded in 4 copies. Each copy must be countersigned by every partner.
- 2) The following Annexes shall be deemed to form and be read and construed as part of this agreement:

Annex 1: Budget of the project

Annex 2: Approved Application Form

Lead Partner: Veliko Tarnovo Municipality

Legal representative: Daniel PANOV, Mayor

Signature

Date

19.09.2019



Partner 2: Territorial Administrative Unit - Calafat Municipality

Legal representative: Lucian CIOBANU, Mayor

Signature

Date 17.09.2019



Partner 3: Future Today Association

Legal representative: Ivan IVANOV, Head of Management Board

Signature

Date 18.09.2019

