# Project Statement

**The Lead Partner**, [*name of the organization - in English and in national language*], represented by the undersigned, [name/surname of the legal representative], as legal representative[[1]](#footnote-1), in the context of the present Call for proposals,

1. **Hereby certifies that with this statement, the lead partner on behalf of all partners confirms that:**
2. The project respects the EU requirements for joint development, joint implementation, joint staffing and joint financing;
3. Has got acquainted with the Interreg VI-A NEXT Romania-Ukraine Programme, read the Guidelines for grant applicants and the draft version of the grant contract, and understood what our respective obligations under the contract will be, if the grant is awarded.
4. Commits itself to the project and the activities laid down in the application form, and intends to provide the total amount of EUR [insert amount] as contribution to the project’s budget.
5. Is aware of the programme rules on reimbursement and de-commitment, and confirms the availability of own resources for pre-financing the activities and understands what its role will be in the project;
6. Has stable and sufficient sources of finance to ensure the continuity of the organisations throughout the project duration, to play a part in co-financing it and to ensure the needed cash flow.
7. Confirms that no expenditure related to the above-mentioned project has been, is or will be funded, in part or in whole, by any other EU-funded programme or any other national/international funds;
8. The project, neither in whole nor in part, has benefited from a financing support from public funds for the same project proposal (in terms of objectives, activities, deliverables and results) in the past 5 years before the deadline for submitting the application, or will receive any other additional EU funds (except for the funds indicated in this application form) for the activities indicated in the application form during the duration of the project;
9. The project has not been physically completed or fully implemented before the submission of this application;
10. Is aware of the obligation to sign a Partnership Agreement specifying the Partners’ tasks and obligations in the project, before the signing of the grant contract with the Managing Authority.
11. Will keep available all documents related to the project in accordance with the programme requirements on the availability of documents.
12. The project partners listed in the application form are committed to take part in the project’s activities and financing and have the sources of financing and the professional competence and qualifications required to implement the project, as described in the application form.
13. The project is in line with the relevant EU and national/regional legislation and policies of the regions and countries involved;
14. The lead partner and the project partners will act according to the provisions of the relevant EU regulations, the specific provisions of the programme and national rules, especially regarding structural funds, public procurement, State Aid, equal opportunities and non-discrimination and sustainable development, and has no significant harmful impact on the environment;
15. The information in the application form is accurate and true to the best knowledge of the lead partner.
16. The lead partner and the partners will ensure that all natural persons participating in the project and project activities will be requested to give their prior consent to the collection, recording, storage and transfer of their personal data in databases of the programme authorities and management bodies, as well as data transfer to third parties identified in [Interreg VI-A NEXT Romania-Ukraine Programme] 's privacy policy (e.g., European Commission), in accordance with the provisions for data transfer and data processing described in Regulation 2016/ 679 (General Data Protection Regulation/ GDPR).
17. Is eligible in accordance with the criteria set out in the Guidelines for grant applicants.
18. If recommended to be awarded a grant, it accepts the contractual conditions as laid down in the grant contract (draft version) annexed to the Guidelines for grant applicants.
19. (For Ukrainian entities) Is able to open a dedicated bank account in a state-owned bank and to transfer/ receive funds to/ from foreign countries.
20. Is aware that, for the purposes of safeguarding the financial interests of the EU, the personal data may be transferred to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel or to the European Anti-Fraud Office.
21. The lead partner is fully aware of the obligation to inform without delay the JS if the same proposal for funding made to other donor institutions has been approved by them after the submission of this application undertakes to comply with the obligations foreseen in the Partnership Agreement and with the principles of good partnership.
22. Is directly responsible for the preparation, management and implementation of the project together with its Partners, and is not acting as an intermediary.
23. The costs presented in the own budget include VAT [select] 🞏 YES 🞏 NO

II. A  person or entity, will be excluded from financing if that person or entity is in one or more of the following exclusion situations:

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

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

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

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

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

(iii) violating intellectual property rights;

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

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

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

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

(i) fraud, within the meaning of Article 3 of Directive (EU) 2017/1371 of the European Parliament and of the Council (49) and Article 1 of the Convention on the protection of the European Communities’ financial interests, drawn up by the Council Act of 26 July 1995 (50);

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

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

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

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

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

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

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

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

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

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

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

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

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

Furthermore, it is recognised and accepted that if it will participate in spite of being in any of these situations, it may be excluded from other procedures in accordance with Article 143 of Regulation (EU, Euratom) no. 2509/ 2024.

III. The lead partner is aware that the partnership is a relationship of substance involving shared responsibilities in undertaking the project to be funded by the Interreg VI-A NEXT Romania-Ukraine.

In this respect, the principles of good partnership practice set out below are acknowledged and agreed and, as lead partner, **I hereby state that**:

1. I understood what the role in the project will be before the proposal is submitted for evaluation.
2. I read the grant contract (draft version) and understood what the respective obligations under the contract will be if the grant is awarded.
3. I shall consult with the project Partners regularly and keep them fully informed of the progress of the project.
4. Proposals for substantial changes to the action (e.g. activities, partners, etc.) will be previously agreed with all the project Partners before being submitted to the Managing Authority.
5. I am aware of the obligation to sign the Partnership Agreement stating the tasks and obligations in the project, before the signature of the grant contract with the Managing Authority.
6. I will inform the public about European Communities’ assistance received from the Programme to implement the project in compliance with the visibility rules of the Interreg VI-A NEXT Romania- Programme.

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

1. Are the original documents electronically signed or scans of the original documents handwritten signed or of an authenticated copy. The latter is available at the headquarters and can be provided whenever is requested.
2. The English translations of the documents provided in national language are accurate and correct.

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

1. The organisation/institution has fulfilled its obligations related to the payment of debt to the consolidated state budget[[2]](#footnote-2) / national public budget[[3]](#footnote-3) in accordance with the legal provisions of the country in which it is established.
2. The organisation/institution has fulfilled its obligations related to the payment of debt to the local budget[[4]](#footnote-4) in accordance with the legal provisions of the country in which it is established.

VI. [if equipment with installation is to be purchased by the Lead partner] I also declare that:

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

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

1. To open a user account into the Joint Electronic Monitoring System of Interreg NEXT Romania-Ukraine 2021-2021 Programme,
2. To fill in the Application Form,
3. To submit the Application Form and all the supporting documents required for this call for proposals,
4. To ensure communication with the Programme during the evaluation stage on behalf of the Lead Partner, including to answers to any request of clarifications, within the deadlines required.

Legal representative [name/surname]

Signature

1. In case the legal representative of the institution is not available to sign, an official mandate in required to be provided by the person signing the Project Statement. [↑](#footnote-ref-1)
2. For romanian partners [↑](#footnote-ref-2)
3. For ukrainian partners [↑](#footnote-ref-3)
4. For romanian partners [↑](#footnote-ref-4)