**Annex VIII**

*<Official letterhead of organisation, if applicable>*

*(To be filled in by* ***ALL partners****, including the project Applicant!)*

### PARTNERSHIP STATEMENT

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| --- | --- |
| **Title and short title of the Project** |  |
| **Name of the legal entity applying for funding as a partner in original and English languages** |  |
| **Partner’s number in the Application Form** |  |

By signing this Partnership Statement, the above named legal entity applying for funding from the Latvia-Russia Cross-Border Cooperation Programme 2014-2020 as a partner (hereinafter referred to as the “organisation”) by agreeing to the principles of good partnership practice set out below hereby declares:

1. Our organisation meets the conditions stated in Section 6.3.2 of the Joint Operational Programme of the Latvia-Russia Cross-Border Cooperation Programme 2014-2020, Articles 45.1, 45.2, 45.3(a) of Commission Implementing Regulation (EU) No. 897/2014, and Articles 106(1) and 107 of Regulation (EU, Euratom) No. 966/2012. Furthermore, we recognise and accept that if we participate in spite of not conforming to the conditions, we may be excluded from participation in the Project.
2. Our organisation has read the Application Form and understood our role in the project before the Application Form was submitted to the Managing Authority. Our organisation commits to fulfil the obligations and responsibilities for implementation of the project as stated in the Application Form.
3. Our organisation is acquainted with the Joint Operational Programme and all applicable legal framework, has read the Guidelines for Direct Award Project Applicants and the Grant Contract, we understand and accept our obligations under this Grant Contract and we commit to implement project activities in accordance with the provisions of the mentioned documents should the grant be awarded.
4. We authorise the Applicant[[1]](#footnote-1) to sign the Grant Contract with the Managing Authority and represent us in all dealings with the Managing Authority in the context of the implementation of the project.
5. Our organisation has sufficient human and administrative capacity to implement activities of the Project that have been assigned to our organisation. Our organisation declares it will be able to maintain sufficient financial liquidity within the committed co-financing to implement the activities of the project. In particular, our organisation will be able to maintain sufficient financial liquidity to finance activities of the Project until receipt of the balance payment.
6. The activities that our organisation will implement in the Project are in line with the European Union and Latvian/Russian legislation and policies and with the rules of the Programme.
7. We are aware of our obligation to sign a Partnership Agreement with *(choose the appropriate)* <the Applicant> <with all the beneficiaries> as a prior condition for the signature of the Grant Contract between the Applicant and the Managing Authority, and we will sign the above agreement, which specifies our obligations in the Project, with *(choose the appropriate)* <the Applicant> <with all the beneficiaries> in due time and comply with the obligations foreseen in the Partnership Agreement.
8. *(for partners)* We are aware of the obligation of the Applicant (Lead Beneficiary) to consult our organisation and other beneficiaries regularly and keep us fully informed of the progress of the Project.

*(for Applicant)* We are aware of our obligation to consult all the beneficiaries regularly and keep them fully informed of the progress of the Project.

1. *(for partners)*We have agreed with the Applicant (Lead Beneficiary) that it is obliged to send us as well as to all the other beneficiaries the copies of the Grant Contract, including all amendments to it, updated Application Forms following the modifications in the Project, and copies of all interim and final reports made to the Managing Authority.

*(for Applicant)* We have agreed that we are obliged to provide all the beneficiaries with the copies of the Grant Contract, including all amendments to it, updated Application Forms following the modifications in the Project, and copies of all interim and final reports made to the Managing Authority.

1. *(for Applicant)* Our organisation will repay the Managing Authority any excess of pre-financing received, in case of underspending.
2. We are aware that the proposals for substantial modifications to the Project should be agreed within the partnership before being submitted to the Managing Authority. Where no such agreement can be reached, the Applicant (Lead Beneficiary) must clearly indicate this when submitting request for modifications to the Managing Authority.
3. Our organisation will inform the public about the funding received from the Programme to implement the Project in compliance with Communication and Visibility Guidelines of the Programme and Communication and Visibility Manual for EU External Actions (available from the following Internet address: <http://ec.europa.eu/europeaid/work/visibility/index_en.htm>) and Practical guidelines for beneficiaries from Russia.
4. We herewith confirm that the Project will be co-financed by our organisation from our own resources, or from sources other than the European Union budget or the European Regional Development Fund, national and regional funds, or from any other sources covering the same activities as foreseen in this Project.
5. Our organisation will assume responsibility in the event of any irregularity in the expenditure, which our organisation has declared within the Project, and will repay the Lead Beneficiary/Managing Authority any amount unduly paid.
6. Our organisation will keep available all documents related to the Project in accordance with the Programme requirements on the availability of documents.
7. We herewith confirm that the Project activities attributed to our organisation will not – fully or partially – be competitive in the meaning of State Aid rules.
8. Our organisation is aware that any relevant data will be processed solely for the purposes of the performance, management and monitoring of the contract by the Managing Authority and may also be passed to the bodies charged with monitoring or inspection tasks within the Programme.
9. Our organisation will ensure that the representatives in the project management team are available throughout the entire project execution period, and remain available to answer questions during the years after project closure when the project shall be open to control by EU institutions.
10. Our organisation can hold a dedicated bank account for the project and it has the legal capacity to receive/transfer funds from/to foreign countries.
11. Our organisation is in the position to deliver upon request the supporting documents concerning project implementation.
12. The total indicative budget of our organisation within the Project amounts to EUR <amount>. In the event the mentioned Project is granted funding from the Programme, we hereby declare to participate in the Project and to provide the minimum EUR <amount> as *(choose the appropriate)* the <beneficiary> <Lead Beneficiary> co-financing to the budget of the Project. In case of change of total costs of the Project, it shall be agreed within the partnership taking into account that total minimum of requested contribution (in percentage) shall be ensured.

*Please tick, if relevant:*

* our organisation is not entitled to recover any paid Value Added Tax (VAT) by whatever means, and therefore all the expenditure related to the Project to be reported will include VAT.

I have read and approved the contents of the Application Form submitted to the Managing Authority. I undertake to comply with the principles of good partnership practice listed above.

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| --- | --- |
| **Name and position of the signatory** |  |
| **Location** |  |
| **Date of signature** |  |
| **Signature and**  **stamp (if applicable)** |  |

1. According ENI Implementing Rules, the body, which signs a grant contract with the Managing Authority and which assumes full legal and financial responsibility for project implementation vis-à-vis that authority is called “Lead Beneficiary”. Until the Grant Contract is signed, any body that submits a proposal is called “Applicant”. [↑](#footnote-ref-1)