ANNEX 12

<To be filled on the official letterhead of the organisation>

<Is to be filled by all partner organizations participating in the project, including the Applicant>

Delete the grey highlighted lines after filling!

## Partner statement

|  |  |
| --- | --- |
| **Title of the project** |  |
| **Name of the legal entity applying for funding as a partner in original and English languages** |  |
|  |

A partnership is a relationship of substance between two or more organisations involving shared responsibilities in undertaking the above indicated project funded by the Managing Authority of the Estonia - Russia Cross Border Cooperation Programme within the European Neighbourhood Instrument (hereinafter referred to as the “Programme”).

By signing this Partner Statement, the above named legal entity applying for funding from the Programme 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 is not in any of the situations excluding us from participation in contracts which are listed in Article106(1) and 107 of REGULATION (EU, EURATOM) No 966/2012 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 25 October 2012 (available from the following Internet address <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2012:298:0001:0096:en:PDF> )
2. Our organisation has read the Project Application and understood our role in the project before the Project Application was submitted to the Managing Authority.
3. Our organisation got acquainted with the Programme, and we understand and accept what our obligations will be if the grant is awarded. We authorise the Applicant[[1]](#footnote-1) to sign the contract with the Managing Authority and represent us in all dealings with the Managing Authority in the context of the implementation of the project.
4. Our organisation has sufficient human and administrative capacity to implement activities of the project that have been assigned to our organisation. If partner’s co-financing is foreseen in the Project Application, our organisation declares it will be able to maintain sufficient financial liquidity 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.
5. The activities that our organisation will carry out in the project are in line with the European Union and national legislation and policies and with the rules of the Programme.
6. We are aware of our obligation to sign a Partnership Agreement with the Applicant 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 the Applicant in due time.
7. We are aware of the Applicant/Lead Beneficiary’s obligation to consult our organisation and other partners regularly and keep us fully informed of the progress of the project.
8. We have agreed with the Applicant/Lead Beneficiary that it is obliged grant us rights for using eMS environment in order to ensure smooth project implementation including reporting.
9. We are aware that the proposals for substantial changes 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/Beneficiary must clearly indicate this when submitting changes for approval to the Managing Authority.
10. Our organisation will inform the public about the funding received from the Programme to implement the project in compliance with 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 Manual designed by the ministry of the Economic development of the Russian Federation in order to insure adequate visibility of Russian contribution to the programme.
11. The project will be co-financed by the Beneficiary and partners from their resources or from sources other than the European Union budget or the European Development Fund.
12. Our organisation will assume responsibility in the event of any irregularity in the expenditure which our organisation has declared, and will repay the Managing Authority any amount unduly paid.
13. Our organisation will keep available all documents related to the project in accordance with the Programme requirements on the availability of documents.
14. The total indicative budget of our organisation within the project amounts to EUR <...>., in the event the mentioned project is granted funding from the Programme, we hereby declare to participate in the project and to provide minimum EUR<...> as total partner 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 Project Application submitted to the Managing Authority. I undertake to comply with the principles of good partnership practice listed above.

|  |  |
| --- | --- |
| **Name and position of the signatory** |  |
| **Location** |  |
| **Date of signature** |  |
| **Signature and stamp** |  |

1. According with 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, the body that submits a proposal is called ‘Applicant’. [↑](#footnote-ref-1)