Anexa la HCJ nr.210/24.06.2026

PARTNERSHIP AGREEMENT
for the implementation of the project
GreenSHIFT Europe
Piloting a Skills Guarantee for Automotive Workers' Transition to the Green and Circular Economy

Application No.: ESF-SI-2025-SKILLS GUARANTEE-01-0004
Call: ESF-SI-2025-SKILLS GUARANTEE-01
Programme: ESF+ Social Innovation Initiative

Project duration: 24 months

PREAMBLE

This Partnership Agreement (hereinafter referred to as the "Agreement") is concluded for the implementation of the project **GreenSHIFT Europe – Piloting a Skills Guarantee for Automotive Workers' Transition to the Green and Circular Economy**.
The purpose of this Agreement is to establish the legal, administrative, financial and operational framework governing cooperation between all project Partners for the proper implementation of the Project.
This Agreement defines the rights, obligations and responsibilities of each Partner and establishes the governance structure, financial arrangements, reporting obligations, cooperation mechanisms and procedures applicable throughout the implementation period.
This Agreement is concluded in accordance with the Grant Agreement signed with the Granting Authority, the approved Application Form, all annexes and supporting documents, as well as applicable European Union and national legislation.

PARTIES

Article 1 – Coordinator
Timiș County through Timiș County Council
(Romanian: **Județul Timiș prin Consiliul Județean Timiș**)
Legal status: Public Authority
Address: Bd. Revoluției din 1989 nr. 17, 300034, Timișoara, Romania
Represented by its authorized legal representative, in accordance with applicable legislation.
Hereinafter referred to as the **Coordinator**.
Article 2 – Beneficiaries
CENTRUL PENTRU PROMOVAREA ÎNVĂȚĂRII PERMANENTE (CPIP)
Legal status: Non-Governmental Organization
Address: Aleea Inului nr. 2, Timișoara, Romania
AKMI MONOPROSOPI ANONIMI EKPAIDEFTIKI ETAIRIA (AKMI)
Legal status: Private Entity
Address: 16 Kodriktonos Str., Athens, Greece
ECO SERV TIMIȘ S.R.L. (EST)
Legal status: Private Entity
Address: Cireșilor nr. 62, Sânovița, Ghizela, Timiș, Romania
Hereinafter jointly referred to as the **Beneficiaries**.
Article 3 – Associated Partner

Agenția Județeană pentru Ocuparea Forței de Muncă Timiș (AJOFM Timiș)
Legal status: Public Institution
Address: Timișoara, Timiș County, Romania
Represented by its authorized legal representative.
Hereinafter referred to as the **Associated Partner**.

The Associated Partner participates in the implementation of the Project in an institutional cooperation and advisory capacity and shall not receive direct financial contributions from the Project budget unless otherwise expressly approved under the Grant Agreement.
The Coordinator, Beneficiaries and Associated Partner shall collectively be referred to as the **Partners**.

CHAPTER 1. DEFINITIONS AND INTERPRETATION

Article 4 – Definitions

For the purposes of this Agreement, the term **Grant Agreement** refers to the funding contract concluded between the Coordinator and the Granting Authority.
The term **Project** refers to GreenSHIFT Europe.
The term **Partner** refers to any entity participating under this Agreement.
The term **Associated Partner** refers to a non-beneficiary entity participating in project implementation through institutional support, expertise and cooperation.
The term **Deliverables** includes all outputs, methodologies, reports, tools, documents and project results generated during implementation.
The term **Work Package (WP)** refers to a defined component of project implementation consisting of related activities and outputs.
The term **Steering Committee** refers to the governance body responsible for strategic oversight and operational decision-making.
The term **Eligible Costs** refers to expenditures accepted under the Grant Agreement and applicable financial rules.
The term **Force Majeure** refers to unforeseeable and unavoidable events beyond the reasonable control of the Partners that prevent or significantly hinder implementation.

Article 5 – Interpretation

The titles and headings contained in this Agreement are included solely for ease of reference and shall not affect interpretation.
In the event of any inconsistency between this Agreement and the Grant Agreement, the provisions of the Grant Agreement shall prevail.
All annexes attached to this Agreement form an integral part thereof and shall have equal legal force.

CHAPTER 2. GENERAL PROVISIONS

Article 6 – Subject of the Agreement

1. This Agreement sets out the rights and obligations and terms and conditions applicable to the Grant awarded for the implementation of the project set out in Chapter 2.
2. This Agreement is concluded based on the following documents which constitute the legal framework applicable to the rights and obligations of the parties and the parties agree to comply with the applicable terms set out therein:
   2.1. Regulation (EU) 2021/1057 of the European Parliament and of the Council of 24 June 2021 on the European Social Fund Plus and repealing Regulation (EU) No 1296/2013,
   2.2. Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union,

2.3. National rules applicable to the Beneficiaries, in the absence of Regulations or fund-specific rules or Initiative rules. In case of amendment to any of the above documents, the latest version shall apply.

3. This Agreement enters into force on the date of signature by the last of both participating parties to the Agreement and terminates at the moment of payment of the balance of the agreement, as mentioned in Chapter 7 – Payments.

This Agreement establishes the legal, financial, administrative and operational framework for the implementation of the GreenSHIFT Europe Project.

It regulates project implementation arrangements, governance mechanisms, financial management principles, reporting obligations, communication procedures, risk management measures and dispute resolution rules.

The Agreement aims to ensure effective cooperation, sound project management and full compliance with all contractual obligations throughout the Project lifecycle.

Article 7 – Duration

This Agreement shall enter into force on the date of signature by all Partners.

The duration of the Project is twenty-four (24) months in accordance with the approved Grant Agreement.

The Project implementation period, which also constitutes the eligibility period for costs, runs from 1 September 2026 to 1 September 2028 (24 months), in accordance with the Grant Agreement.

This Agreement shall remain valid until all obligations related to implementation, reporting, audits and project closure have been fully fulfilled.

CHAPTER 3. PROJECT DESCRIPTION

Article 8 – General Objective

The general objective of GreenSHIFT Europe is to pilot and validate an innovative Skills Guarantee model supporting workers employed in the automotive sector and related supply chains who are exposed to employment risks caused by industrial restructuring and the green transition.

The Project aims to facilitate sustainable job-to-job transitions toward strategic sectors in the green and circular economy by improving employability, validating transferable competences and supporting labour mobility.

Article 9 – Specific Objectives

The Project pursues specific objectives aimed at supporting workers affected by industrial transformation through an integrated pathway of identification, assessment, validation and labour market transition.

These objectives include identifying workers at risk of unemployment, mapping transferable competences, implementing Recognition of Prior Learning mechanisms, validating skills and competences, issuing micro-credentials and facilitating effective matching between participants and receiving employers.

Through these actions, the Project seeks to support sustainable employment transitions and strengthen workforce resilience.

Article 10 – Target Groups

The Project addresses several categories of stakeholders essential for achieving its objectives.

The primary target group consists of workers employed in the automotive sector and related supply chains affected by industrial transformation.

The Project also targets employers operating in green and circular economy sectors, labour market stakeholders involved in workforce transition processes, public employment services and institutional actors supporting workforce transition mechanisms, including AJOFM Timiș.

CHAPTER 4. GOVERNANCE STRUCTURE

Article 11 – Governance Bodies

The governance structure of the Project is designed to ensure effective coordination, implementation and decision-making.

The governance framework consists of the Coordinator, the Beneficiaries, the Associated Partner, the Steering Committee and the designated Work Package Leaders.

Each body shall exercise its responsibilities in accordance with this Agreement and the Grant Agreement.

Article 12 – Steering Committee

The Steering Committee represents the main strategic and operational decision-making body of the Project.

It shall be composed of one representative from Timiș County through Timiș County Council, CPIP, AKMI and EST.

AJOFM Timiș may participate in Steering Committee meetings in an advisory capacity, without voting rights, whenever matters related to labour market integration, workforce transition or institutional cooperation are discussed.

The Steering Committee shall provide strategic oversight, supervise implementation progress, approve major deliverables, review risks and mitigation measures, validate corrective actions and approve amendments affecting project implementation.

Article 13 – Meetings

The Partners shall ensure regular coordination through periodic meetings held throughout implementation. Monthly coordination meetings shall support operational management and implementation monitoring.

Quarterly Steering Committee meetings shall focus on strategic review, performance monitoring and decision-making. Additional ad-hoc meetings may be organized whenever necessary. Minutes shall be prepared for all meetings and retained for monitoring, reporting and audit purposes.

CHAPTER 5. ROLES AND RESPONSIBILITIES

Article 14 – Coordinator Responsibilities

The Coordinator shall be responsible for the overall strategic, administrative, financial and operational management of the Project.

Its responsibilities include ensuring effective project implementation, maintaining communication with the Granting Authority, coordinating reporting processes, monitoring project performance, distributing funds to Beneficiaries in accordance with approved financial procedures and ensuring timely identification and mitigation of risks.

The Coordinator shall also ensure compliance with the Grant Agreement and facilitate cooperation among all Partners.

Within the project structure, **Timiș County through Timiș County Council** shall act as lead Partner.

In operational terms, the Coordinator (CJT) acts as lead beneficiary for the following work packages and tasks:

- **WP1 – Project coordination and start-up:** governance set-up, kick-off meeting, the financial and lump-sum management framework, and the quality-assurance and risk-management framework.
- **WP4 – Employment support and job-to-job transition (lead):** identification and engagement of host employers (A4.1), oversight of participant–job matching (A4.2), contractual integration and early employment monitoring (A4.3), and validation of employment results and sustainability planning (A4.5).
- **WP6 – Evaluation, sustainability and long-term uptake (lead):** evaluation framework (A6.1), data consolidation (A6.2), the Interim Report – Annex 11 (A6.3), the final project

meeting (A6.6), the Final Report – Annex 7 (A6.7), and project closure and archiving (A6.8).

- **WP2, WP3 and WP5 contributions:** regional employer outreach (A2.3), WP2 coordination and quality assurance (A2.5), the Mapping, Awareness and Matching Report – Annex 10 (A2.7), transition-readiness alignment with employer requirements (A3.5), and hosting of the Final European Conference (A5.6).

Article 15 – Beneficiary Responsibilities

Each Beneficiary shall be responsible for implementing the activities assigned to it in accordance with the approved Application Form, the Grant Agreement and the provisions of this Agreement.

Beneficiaries shall ensure full compliance with technical, financial, administrative and reporting obligations and shall actively contribute to the achievement of project objectives and expected results.

Each Beneficiary shall provide timely and accurate information required for implementation, monitoring and reporting purposes.

Article 16 – CPIP Responsibilities

CPIP shall act as lead Partner for Work Package 2 and Work Package 3 and shall play a central role in the technical implementation of the Project.

Its responsibilities include coordinating competence mapping activities, developing methodologies and implementation tools, supporting Recognition of Prior Learning processes and contributing to quality assurance activities.

CPIP shall also support cooperation between project Partners in ensuring effective implementation of technical activities and deliverables.

As lead beneficiary for Work Package 2 and Work Package 3, CPIP is specifically responsible for the following tasks:

- **WP2 (lead):** mapping of target groups and at-risk occupations (A2.1) and design of the matching and transition mechanism (A2.4).
- **WP3 (lead):** the validation and Recognition of Prior Learning framework (A3.1), individual competence validation and portfolios (A3.2), issuance of micro-credentials and recognition documentation (A3.4), and consolidation of WP3 results (A3.7).
- **WP4:** design and coordination of participant–employer matching (A4.2).
- **WP6 and WP1:** sustainability and continuation pathway analysis (A6.4), valorisation of WP5 results for evaluation (A6.5), and the start-up quality-assurance and risk-management tools (A1.5).

Article 17 – AKMI Responsibilities

AKMI shall contribute to the implementation of activities within the Greek cluster and support the transnational dimension of the Project.

Its role includes supporting competence mapping, skills validation, employer outreach and quality assurance activities.

AKMI shall contribute to ensuring the relevance, transferability and sustainability of project results at transnational level.

AKMI acts as lead beneficiary for Work Package 5 (Communication, Dissemination, Mutual Learning and Valorisation) and is responsible for the following tasks:

- **WP5 (lead):** communication and dissemination strategy and tools (A5.1), ongoing dissemination and stakeholder engagement (A5.2), National Awareness Days (A5.3), participation in ECCSI mutual-learning activities (A5.4), valorisation of project results (A5.5), and documentation of dissemination and mutual-learning outcomes (A5.7).
- **Quality assurance:** lead for quality assurance of WP2 results (A2.6) and of WP3 validation and recognition processes (A3.6).

- **Greek cluster:** implementation of all mapping, validation, recognition, matching and employment-support activities in Greece, applying the common project methodology.
- **Employer engagement (Greece):** identification and engagement of beneficiary (host) employers in Greece in green and circular economy sectors, mobilising AKMI's national networks, chambers of commerce and sector stakeholders, so that participants in the Greek cluster secure subsidised employment of at least six (6) months, contributing to the project's overall employment target of 60 workers in transition. This mirrors the employer-engagement role carried out by the Coordinator in Romania (A4.1).

AKMI is responsible for identifying and engaging these employers. Once identified, the beneficiary employers are formally added to the Project as partners through an amendment to the Grant Agreement and receive their allocated budget directly, in the same way as any other partner.

Article 18 – EST Responsibilities

EST shall support the Project by facilitating engagement with employers and validating labour market demand in sectors relevant to the green and circular economy.

EST shall contribute to identifying workforce needs, supporting sector integration and strengthening cooperation with receiving employers to facilitate sustainable employment pathways for project participants.

EST participates as a host employer and is responsible for the following tasks:

- **WP4 (lead of A4.4):** workplace support, monitoring and retention measures; and contribution to the identification and engagement of host employers (A4.1) and to participant–job matching from the employer side (A4.2).
- **WP2:** employer outreach and identification of skills demand in green and circular economy activities (A2.3), and contribution to the Mapping, Awareness and Matching Report – Annex 10 (A2.7).
- **WP5 and WP6:** employer-perspective inputs to the valorisation of results (A5.5) and to the sustainability and continuation analysis (A6.4).

Article 19 – Associated Partner Responsibilities

AJOFM Timiș shall participate in the Project as an Associated Partner and shall contribute to achieving project objectives through institutional cooperation, technical support and labour market expertise.

Its responsibilities include supporting the identification of workers at risk of unemployment, contributing to labour market analysis and workforce transition assessments, facilitating outreach to job seekers and employers, supporting job matching activities and contributing to the long-term sustainability of employment transition pathways developed under the Project.

AJOFM Timiș shall further support cooperation between project Partners and labour market institutions in order to strengthen the relevance and impact of project results.

In an advisory capacity and without any project budget, AJOFM Timiș contributes to the following tasks:

- **Mapping and outreach:** supporting the identification of workers at risk and labour-market analysis (A2.1, A2.3).
- **Employment support:** advising on employability conditions and contract types during matching and contractual integration (A4.2, A4.3), and on retention risks and mitigation (A4.4).
- **Role limits:** AJOFM Timiș acts strictly in an advisory capacity and does not assume implementation, evaluation or decision-making roles.

The Associated Partner shall not bear financial responsibility for project budget implementation unless otherwise expressly agreed in writing.

CHAPTER 6. FINANCIAL PROVISIONS

Article 20 – Total Project Budget
The total budget allocated for the implementation of the Project amounts to **EUR 957,738.00.**
This amount consists of a European Union Grant Contribution of **EUR 766,172.00** and a co-financing contribution of **EUR 191,566.00**, in accordance with the approved Application Form and Grant Agreement.
Article 21 – Budget Allocation per Partner
The project budget shall be allocated among the Partners in accordance with the approved Application Form and the financial provisions of the Grant Agreement.
Each Beneficiary shall receive a specific allocation corresponding to its assigned responsibilities, activities and deliverables.
The detailed budget allocation per Partner:

Partner	Grant (€)	Co-financing (€)	Total (€)
CJT	349,749.00	87,443.00	437,192.00
CPIP	169,313.00	42,333.00	211,646.00
AKMI	133,760.00	33,447.00	167,207.00
EST	113,350.00	28,343.00	141,693.00
TOTAL	**766,172.00**	**191,566.00**	**957,738.00**

The Associated Partner shall not receive direct financial allocations unless otherwise expressly approved.
Article 22 – Financial Responsibility
Each Beneficiary shall bear sole responsibility for the sound financial management of its allocated budget and for ensuring that all expenditures incurred are lawful, eligible and properly documented.
Each Beneficiary shall maintain accurate accounting records and ensure that all costs are necessary for project implementation, directly linked to approved activities and supported by appropriate financial and administrative documentation in accordance with the Grant Agreement and applicable legislation.
The Coordinator shall supervise overall financial implementation and ensure sound financial management at project level.
Article 23 – Budget Modifications
Any budget reallocation between budget categories or Partners shall require prior written approval from the Coordinator and shall comply with the provisions of the Grant Agreement.
Any major budget modification requiring formal amendment shall be submitted to the Granting Authority for approval in accordance with applicable contractual procedures.
No Partner shall unilaterally modify or reallocate budget allocations outside approved limits.

CHAPTER 7. PAYMENTS
Article 24 – Payment Principles
Payments made by the Coordinator to Beneficiaries shall be directly linked to the actual progress of project implementation and shall be conditioned by the timely completion of activities, achievement of milestones, submission of deliverables and compliance with reporting obligations.
The Coordinator shall ensure that payments are made in accordance with the financial provisions established under the Grant Agreement and based on the verified implementation status of each Beneficiary.
All transfers remain subject to the effective receipt of funds from the Granting Authority.
Article 25 – Payment Structure

The financial implementation of the Project may include pre-financing, interim payments and final payment.
Pre-financing represents the initial transfer made after the entry into force of the Grant Agreement and is intended to support the operational start of project activities.
Interim payments shall be made periodically during implementation based on approved deliverables, milestone completion and validated reporting documentation.
The final payment shall be made after completion of all project activities and following final approval of the Project by the Granting Authority.

The reporting periods and the corresponding payment schedule applicable to the Project, as established under the Grant Agreement, are set out in the table below:

Reporting					Payments				
RP No	Month from	Month to	Type	Date of submission	Type	Amount (€)	Guarantee amount	Guarantee receipt date	Deadline (time to pay)
					An initial pre-financing payment	383 086,00	n/a		30 days from receiving the Accession Form for Beneficiaries (Annex 3) of all beneficiaries or submission of the financial guarantee (if required) – whichever is the latest
1	1	12	Periodic report	01/10/2027 (30 days after end of reporting period)	A second pre-financing payment	229 851,60	n/a		90 days from receiving periodic report or additional financial guarantee (if required) – whichever is the latest. The full amount will be available on the precondition set in Article 21.3.1
2	13	24	Periodic report	01/10/2028 (30 days after end of reporting period)	The final payment (payment of the balance)	153 234,40			90 days from receiving periodic report

The pre-financing and final payments set out above together correspond to the European Union grant contribution of EUR 766,172.00. All payments to Beneficiaries shall follow this schedule and remain subject to the effective receipt of the corresponding funds from the Granting Authority.

Article 26 – Payment Suspension

The Coordinator may suspend payments to any Beneficiary in cases where implementation delays, incomplete reporting, financial irregularities, non-compliance with contractual obligations or ineligible expenditures are identified.
Payment suspension shall remain in force until the identified issues have been adequately addressed and corrective measures have been fully implemented.
Such suspension shall not release the concerned Beneficiary from its obligations under this Agreement.

CHAPTER 8. REPORTING

Article 27 – Technical Reporting

Each Partner shall submit regular technical reports covering the implementation status of assigned activities and deliverables.

Technical reporting shall include a clear description of activities performed, progress achieved, completed deliverables, identified deviations, risks encountered and corrective measures undertaken to ensure successful implementation.

All reports shall be prepared using templates and procedures established by the Coordinator to ensure consistency, comparability and compliance with project reporting requirements.

Article 28 – Financial Reporting

Each Beneficiary shall submit financial reports covering all expenditures incurred in relation to project implementation.

Financial reporting shall include expenditure statements, supporting financial evidence, accounting documentation and confirmation of cost eligibility in accordance with the Grant Agreement.

Each Beneficiary remains fully responsible for the legality, accuracy and completeness of the financial information submitted.

Article 29 – Reporting Deadlines

Reporting deadlines shall be established by the Coordinator and detailed in the relevant annexes to this Agreement.

Reporting shall include periodic internal monitoring, regular technical reporting, interim reporting and final reporting, depending on project requirements and obligations arising from the Grant Agreement.

Failure to comply with reporting deadlines may affect financial transfers and may trigger corrective measures.

CHAPTER 9. MONITORING AND QUALITY ASSURANCE

Article 30 – Monitoring Framework

The Partners shall implement a common monitoring framework designed to ensure effective supervision of project implementation and achievement of expected results.

The monitoring framework shall cover implementation progress, performance indicators, deliverables, identified risks and budget execution.

All Partners shall actively contribute to monitoring activities and provide timely and accurate information required for implementation oversight.

Article 31 – Quality Assurance

The Partners shall implement quality assurance measures aimed at ensuring the relevance, consistency, accuracy and reliability of all project outputs and deliverables.

Quality assurance activities shall include internal reviews, validation procedures, deliverable verification and corrective actions where necessary.

Each Partner shall actively support quality assurance activities and ensure compliance with agreed standards.

CHAPTER 10. AUDIT AND RECORD KEEPING

Article 32 – Audit Rights

The Coordinator and the Granting Authority shall retain the right to conduct audits, verifications, evaluations and inspections related to project implementation.

All Partners shall provide full cooperation during such procedures and shall ensure timely access to all requested information, documentation and supporting evidence.

Failure to cooperate may constitute a breach of contractual obligations.

Article 33 – Record Keeping

Each Partner shall retain all project-related documentation for the period required under the Grant Agreement and applicable legislation.

Project documentation includes all financial records, contracts, invoices, deliverables, communication records, meeting minutes and any other relevant evidence supporting implementation and expenditure.

All records shall be maintained in an accessible, complete and auditable manner.

CHAPTER 11. PROCUREMENT AND SUBCONTRACTING

Article 34 – Procurement

Each Partner shall ensure that procurement procedures related to project implementation comply fully with applicable European Union rules, national legislation and the principles of transparency, equal treatment and sound financial management.

All procurement activities shall be conducted in a manner ensuring fairness, efficiency and proper use of project resources.

Article 35 – Subcontracting

Subcontracting may be permitted only where strictly necessary for project implementation and where fully justified in accordance with the Grant Agreement.

Any subcontracting arrangement must comply with all applicable contractual and legal requirements.

The Partner engaging subcontractors shall remain fully responsible for the performance, quality and compliance of all subcontracted tasks.

CHAPTER 12. CONFIDENTIALITY AND DATA PROTECTION

Article 36 – Confidentiality

All Partners agree to treat as confidential all information, documents, records and materials exchanged during project implementation unless such information is explicitly designated as public.

Confidential information includes financial data, internal reports, methodologies not intended for public dissemination, business-sensitive information and personal data.

No confidential information shall be disclosed to third parties without prior written consent of the concerned Partner, except where disclosure is required by law or by contractual obligations toward the Granting Authority.

Confidentiality obligations shall remain valid for a period of five years after project closure.

Article 37 – Data Protection

All Partners shall comply with applicable data protection legislation, including the General Data Protection Regulation (GDPR), where applicable.

Any personal data processed in connection with project implementation shall be processed lawfully, fairly and solely for legitimate project-related purposes.

Partners shall ensure that personal data is securely stored, protected against unauthorized access and accessed only by authorized personnel.

Each Partner shall implement appropriate internal procedures to ensure full compliance with data protection obligations.

CHAPTER 13. INTELLECTUAL PROPERTY RIGHTS

Article 38 – Ownership

Intellectual Property Rights generated during project implementation shall belong to the Partner that creates them, unless otherwise agreed in writing between the concerned Partners.

Where outputs are jointly developed by multiple Partners, ownership shall be shared among the contributing Partners in proportion to their contribution, unless otherwise agreed.

Article 39 – Project Outputs

Project outputs generated under this Agreement may include methodologies, mapping frameworks, Recognition of Prior Learning tools, matching mechanisms, micro-credential methodologies, reports, digital tools, communication materials and training resources.

All outputs shall be developed and used in accordance with project objectives, contractual obligations and applicable intellectual property rules.

Article 40 – Access Rights

Each Partner shall grant the other Partners access rights to project outputs where necessary for implementation, reporting, dissemination and sustainability purposes.
Access rights shall be granted under fair and reasonable conditions and shall respect the ownership rights established under this Agreement.

CHAPTER 14. ETHICS, COMPLIANCE AND CONFLICT OF INTEREST

Article 41 – Ethics and Compliance

All Partners shall ensure full compliance with applicable legal, ethical and contractual requirements throughout project implementation.
This includes compliance with European Union values, anti-fraud principles, anti-corruption rules, equal opportunities, non-discrimination and transparency principles.
The Partners shall implement all necessary internal measures to prevent misconduct, conflicts and irregularities and to ensure ethical project management throughout the entire implementation period.

Article 42 – Conflict of Interest

All Partners shall take all necessary measures to prevent conflicts of interest in project implementation.
Any actual, potential or perceived conflict of interest that may affect impartiality, independence or objectivity in decision-making or implementation must be immediately reported to the Coordinator.
Appropriate corrective measures shall be implemented without delay to eliminate or mitigate the conflict and ensure continued compliance with project governance principles.

CHAPTER 15. LIABILITY

Article 43 – Liability

Each Partner shall remain fully responsible for its own acts, omissions and obligations arising from project implementation.
Each Partner shall be liable for implementation failures, financial irregularities and non-compliance attributable to its actions or omissions.
Any financial corrections, recoveries, penalties or losses attributable to one Partner shall be borne exclusively by that Partner, unless otherwise agreed in writing by all Partners.

CHAPTER 16. FORCE MAJEURE

Article 44 – Force Majeure

Force majeure refers to unforeseeable, exceptional and unavoidable circumstances beyond the reasonable control of the Partners that prevent or significantly delay project implementation.
Such circumstances may include natural disasters, war, armed conflict, pandemics, major governmental restrictions or other extraordinary events beyond the control of the affected Partner.
The affected Partner shall notify the Coordinator without delay and provide all relevant supporting information regarding the nature, duration and expected impact of the event.
All Partners shall take all reasonable steps to minimize the impact of force majeure on project implementation and ensure continuity wherever possible.

CHAPTER 17. NON-PERFORMANCE AND CORRECTIVE ACTIONS

Article 45 – Non-Performance

Non-performance refers to any failure by a Partner to properly fulfill its obligations under this Agreement.
This includes implementation delays, failure to deliver assigned activities, poor quality outputs, financial irregularities, reporting failures or any other significant breach of contractual obligations.
Any case of non-performance shall be assessed by the Coordinator and, where necessary, escalated to the Steering Committee for review and decision.

Article 46 – Corrective Measures

Where non-performance is identified, appropriate corrective measures may be imposed to protect project implementation and ensure contractual compliance.

Corrective measures may include formal warnings, corrective action plans, payment suspension, temporary limitation of responsibilities, budget reallocation or escalation to the Steering Committee for further decision.

All corrective measures shall be proportionate to the severity and impact of the identified issue.

CHAPTER 18. TERMINATION AND WITHDRAWAL

Article 47 – Withdrawal

A Partner may withdraw from the Partnership only with prior written approval of the other Partners and in compliance with the provisions of the Grant Agreement.

Any withdrawal must not jeopardize project implementation, deliverables or contractual obligations.

The withdrawing Partner shall remain responsible for all obligations and liabilities arising prior to withdrawal.

Article 48 – Exclusion

A Partner may be excluded from the Partnership in cases of serious breach of obligations, persistent non-performance, fraud, financial misconduct or legal ineligibility.

Any exclusion decision shall be made in accordance with this Agreement and, where required, subject to approval by the Granting Authority.

The exclusion of a Partner shall not affect obligations already incurred prior to exclusion.

CHAPTER 19. DISPUTE RESOLUTION

Article 49 – Amicable Settlement

The Partners shall make all reasonable efforts to resolve any dispute arising from the implementation, interpretation or application of this Agreement through amicable consultation, cooperation and good-faith negotiation.

Any dispute shall first be addressed internally within the Partnership through dialogue and constructive engagement between the concerned Partners and, where necessary, through mediation by the Coordinator and review by the Steering Committee.

The Partners undertake to prioritize collaborative solutions aimed at ensuring continuity of project implementation and preserving the objectives of the Project.

Article 50 – Applicable Law

This Agreement shall be governed by and interpreted in accordance with the applicable provisions of European Union law, the Grant Agreement and, where relevant, the national legislation applicable to the Partners and the Project.

Any dispute that cannot be resolved amicably shall be settled in accordance with the applicable legal procedures and competent jurisdiction as determined by relevant legislation and contractual provisions.

CHAPTER 20. FINAL PROVISIONS

Article 51 – Amendments

Any amendment to this Agreement shall be made exclusively in writing and shall require prior approval by all Partners.

All amendments must comply with the provisions of the Grant Agreement and applicable legal requirements.

No verbal agreement, informal arrangement or unilateral decision shall modify the provisions of this Agreement unless formally documented and signed by all Partners.

SIGNATURES

Signed in original or by legally valid electronic signature by all Partners.

For Timiș County through Timiș County Council (Coordinator)
Name: ___________________________
Title: ___________________________
Date: ___________________________
Signature: ______________________

For CPIP (Beneficiary)
Name: ___________________________
Title: ___________________________
Date: ___________________________
Signature: ______________________

For AKMI (Beneficiary)
Name: ___________________________
Title: ___________________________
Date: ___________________________
Signature: ______________________

For ECO SERV TIMIȘ S.R.L. (Beneficiary)
Name: ___________________________
Title: ___________________________
Date: ___________________________
Signature: ______________________

For AJOFM Timiș (Associated Partner)
Name: ___________________________
Title: ___________________________
Date: ___________________________
Signature: ______________________