

**Instruction for the Beneficiaries
of the Interreg IPA Romania -Serbia**

Ref: The obligation of partners to notify the MA regarding deviations from the applicable legal framework within the financed projects and any undue amounts identified following their own checks or of audits and controls carried out by entities outside the programme management structures, in relation to the expenditures incurred under the financed projects

Considering that, according to relevant provisions of the subsidy contract art. 11, para. 3), *in case of irregularity, the MA shall impose to the Lead Partner all the necessary measures for the elimination or diminishing of the consequences on the implementation of the project.*

Taking into account the relevant provisions of the subsidy contract art. 11, para. 11), of the subsidy contract, *in case the irregularity is discovered before the final payment, the MA is entitled to diminish the amount to be reimbursed to the responsible Lead Partner and/or Partner with the debt of the concerned Lead Partner and/or Partner, starting with the next payment until the total recovery of the debt, to which the bank charges are added, if the case and of art. 11, para. 12), of the subsidy contract, if the irregularity resulting in an unduly paid amount is discovered after the final payment or if the debt was not entirely recovered, the MA shall notify the LP regarding the unduly paid amount, and the LP is obliged to repay the amount, within 30 days as of the receipt of the notification.*

Having in view the necessity of corroborating all the relevant contract provisions in the process of systematical interpretation, especially with regard to the sound financial management related to the implementation of projects,

The present INSTRUCTION has been adopted in accordance with the art. 11, Irregularities and recovery of the funding para. 3, 11, 12) of the subsidy contract:

➤ **Partners are obliged to notify the MA without delay of any deviations from the applicable legal framework within the financed projects and any undue amounts identified following their own checks or of audits and controls carried out by entities outside the programme management structures, in relation to the expenditures incurred and paid within the financed projects from the Programme. This obligation shall apply both during the implementation period and throughout the entire durability period.**

➤ **With the final project report and durability reports, the partners will provide an own declaration¹ stating that during the implementation period of the contract there were no other breaches of the applicable legal framework and/ or any undue amounts identified following their own checks or of audits and controls**

¹ Template annexed

carried out by entities outside the programme management structures, in relation to the expenditures within the financed projects from the Programme, except for those already notified to the MA (if applicable).

The present **INSTRUCTION** comes into effect starting from the day of its signing by the Head of the MA.

Oana CRISTEA
Head of the MA

Cristea Oana-
Veronica

Digitally signed by
Cristea Oana-Veronica
Date: 2026.01.12
13:45:25 +02'00'

Interreg IPA România-Serbia Programme

Annex

Project Title / JeMS code:

Project acronym:

Partner Name:

Declaration of the legal representative of the project partner

(to be submitted with the final project report/with each durability report)

By signing this declaration, the legal representative of the project partner confirms that:

- during the implementation/durability period of the contract there were *no breaches of the applicable legal framework*, identified following internal checks or audits and controls carried out by entities outside the programme management structures, in relation to the expenditures within the financed project, other than those already notified to the Managing Authority;
- during the implementation/durability period of the contract there were *no undue amounts identified* following internal checks or audits and controls carried out by entities outside the programme management structures, in relation to the expenditures within the financed project;
- it understands that any deviations from the applicable legal framework within the financed project and any undue amounts identified following internal checks or audits and controls carried out by entities outside the programme management structures, in relation to the expenditures incurred and paid under the financed project during the implementation period, *must be notified to the MA, at the latest with the final project report and any undue amounts must be excluded from the final reimbursement claim. Moreover, during the durability period, any undue amount identified after the final payment, shall be notified to the MA and reimbursed accordingly.*

The present declaration has been given knowing that false in declaration represents a crime under the Criminal Code.

Date	Click here to enter a date.
Signature	
Legal representative of the project partner	Click here to enter text.