

INSTRUCTION No.2/12.01.2026

for the Project partners of the Interreg VI-A Romania-Bulgaria Programme regarding their obligation to notify the MA of any deviations from the applicable legal framework within the financed projects as well as of any undue amounts identified as a result of 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 that 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 Head of the Managing Authority for the Interreg VI-A Romania-Bulgaria Programme issues the following:

**INSTRUCTION
TO PROJECT PARTNERS**

- **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 carried out by entities outside the**

¹ Template annexed

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 Managing Authority.

Camelia COPORAN

Head of Managing Authority for Interreg VI-A Romania-Bulgaria Programme