

Norwegian Financial Mechanism 2009-2014

PROGRAMME AGREEMENT

between

The Norwegian Ministry of Foreign Affairs

and

The Ministry of European Funds,
hereinafter referred to as the "National Focal Point",
representing Romania ,
hereinafter referred to as the "Beneficiary State"

together hereinafter referred to as the "Parties"

for the financing of the Programme "Schengen Cooperation and Combating Cross-border and Organised
Crime, including Trafficking and Itinerant Criminal Groups"

hereinafter referred to as the "Programme"



Article 1.4

Annexes and hierarchy of documents

1. The programme decision, including the financial plan (Annex I), and the operational rules (Annex II) form an integral part of this programme agreement. Any reference to this programme agreement includes a reference to its annexes unless otherwise stated or clear from the context.

2. The provisions of the annexes shall be interpreted in a manner consistent with this programme agreement. Should the meaning of any provision of the said annexes, so interpreted, remain inconsistent with this programme agreement, the provisions of the former shall prevail, provided that these provisions are compatible with the Regulation.

3. Commitments, statements and guarantees, explicit as well as implicit, made in the programme proposal are binding for the National Focal Point and the Programme Operator unless otherwise explicitly stipulated in the annexes to this programme agreement.

Chapter 2

The Programme

Article 2.1

Co-operation

1. The Parties shall take all appropriate and necessary measures to ensure fulfilment of the obligations and objectives arising out of this programme agreement.

2. The Parties agree to provide all information necessary for the good functioning of this programme agreement and to apply the highest degree of transparency, accountability and cost efficiency as well as the principles of good governance, sustainable development, gender equality and equal opportunities.

3. The Parties shall promptly inform each other of any circumstances that interfere or threaten to interfere with the successful implementation of the Programme.

4. In executing this programme agreement the Parties declare to counteract corrupt practices. Further, they declare not to accept, either directly or indirectly, any kind of offer, gift, payments or benefits which would or could be construed as illegal or corrupt practice. The Parties shall immediately inform each other of any indication of corruption or misuse of resources related to this programme agreement.

Chapter 1

Scope, Legal Framework, and
Definitions

Article 1.1

Scope

This programme agreement between the Norwegian Ministry of Foreign Affairs (hereinafter referred to as the NMFA) and the National Focal Point lays down the rights and obligations of the Parties regarding the implementation of the Programme and the financial contribution from the Norwegian Financial Mechanism 2009-2014 to the Programme.

Article 1.2

Legal Framework

1. This programme agreement shall be read in conjunction with the following documents which, together with this programme agreement, constitute the legal framework of the Norwegian Financial Mechanism 2009-2014:

a. the Agreement between the Kingdom of Norway and the European Union on the Norwegian Financial Mechanism 2009-2014 (hereinafter referred to as the Agreement);

b. the Regulation on the implementation of the Norwegian Financial Mechanism 2009-2014 (hereinafter referred to as the "Regulation") issued by Norway in accordance with Article 8(8) of the Agreement;

c. the Memorandum of Understanding on the Implementation of the Norwegian Financial Mechanism 2009-2014 (hereinafter referred to as the "MoU"), entered into between the Kingdom of Norway and the Beneficiary State; and

d. any guidelines adopted by the NMFA in accordance with the Regulation.

2. In case of an inconsistency between this programme agreement and the Regulation, the Regulation shall prevail.

3. The legal framework is binding for the Parties. An act or omission by a Party to this programme agreement that is incompatible with the legal framework constitutes a breach of this programme agreement by that Party.

Article 1.3

Definitions

Terms used and institutions and documents referred to in this programme agreement shall be understood in accordance with the Regulation, in particular Article 1.5 thereof, and the legal framework referred to in Article 1.2 of this programme agreement.



Article 2.2

Main responsibilities of the Parties

1. The National Focal Point is responsible and accountable for the overall management of the Norwegian Financial Mechanism 2009-2014 in the Beneficiary State and for the full and correct implementation of this programme agreement. In particular, the National Focal Point undertakes to:

a. comply with its obligations stipulated in the Regulation and this programme agreement;

b. ensure that the Certifying Authority, the Audit Authority, the Monitoring Committee and the Programme Operator properly perform the tasks assigned to them in the Regulation, this programme agreement and the programme implementation agreement;

c. take all necessary steps to ensure that the Programme Operator is fully committed and able to implement and manage the Programme;

d. take the necessary measures to remedy irregularities in the implementation of the Programme and ensure that the Programme Operator takes appropriate measures to remedy irregularities in Projects within the Programme, including measures to recover misspent funds;

e. make all the necessary and appropriate arrangements in order to strengthen or change the way the Programme is managed.

2. The NMFA shall, subject to the rules stipulated in the legal framework referred to in Article 1.2 of this programme agreement, make available to the Beneficiary State a financial contribution (hereinafter referred to as "the programme grant") to be used exclusively to finance the eligible cost of the Programme.

Article 2.3

Objective and outcomes of the Programme

1. The programme decision sets out the objective, outcome(s), outputs, indicators and targets for the Programme.

2. The National Focal Point shall ensure that the Programme Operator implements and completes the Programme in accordance with the objective, outcome(s), outputs, indicators and targets set for the Programme.

Article 2.4

Programme grant

1. The maximum amount of the programme grant, the programme grant rate, and the estimated eligible cost of the Programme shall be as specified in the programme decision.



2. In case the Programme is also supported by the EEA Financial Mechanism, this programme agreement shall be interpreted in conjunction with the agreement regulating that support.

3. The financial plan shall:

a. contain a breakdown between the Programme's budget headings using the description put forward in the template for the programme proposal;

b. indicate the agreed advance payment, if any.

4. The management cost of the Programme Operator shall not exceed the amount specified in the programme decision.

Article 2.5

Special conditions and programme specific rules

1. The programme decision shall list any conditions set by the NMFA with reference to paragraph 3 of Article 5.3 of the Regulation. The National Focal Point shall ensure compliance with these conditions and, in a timely manner, take the necessary steps to ensure their fulfilment.

2. The National Focal Point shall ensure compliance with any other programme specific rules laid down in the operational rules.

Article 2.6

Programme implementation agreement

1. With reference to Article 5.8 of the Regulation and without prejudice to paragraph 2 thereof, the National Focal Point shall, before any payment is made to the Programme, sign a programme implementation agreement with the Programme Operator. The National Focal Point shall notify the NMFA of such signing.

2. The signed programme implementation agreement shall be identical to the draft programme implementation agreement confirmed by the NMFA in accordance with paragraph 5 of Article 5.8 of the Regulation with regard to the content required according to paragraph 3 thereof. The National Focal Point shall inform the NMFA of any deviation from that confirmed draft which may be subject to a new confirmation according to paragraph 5 of Article 5.8 of the Regulation prior to any payment to the Programme.

Article 2.7

Reporting

The National Focal Point shall ensure that the Programme Operator provides financial reports, annual programme reports and a final programme report in accordance with Chapter 8 and Articles 5.11 and 5.12 of the Regulation as well as statistical reporting in accordance with the Programme Operator's Manual (Annex 9 to the Regulation).

Article 2.8

External monitoring

The external monitoring and audit referred to in Articles 10.1, 10.2, 10.3 and 10.4 of the Regulation shall not in any way relieve the National Focal Point or the Programme Operator of its obligations under the programme agreement regarding monitoring of the Programme and/or its projects, financial control and audit.

Article 2.9

Modification of the Programme

1. Unless otherwise explicitly stipulated in this programme agreement, any modification of the Programme is subject to prior approval by the NMFA.
2. Modifications that do not affect the objective, outcomes, outputs, indicators or targets of the Programme are permitted without NMFA's prior approval provided that they are limited to the following:
 - a. cumulative transfers between budget headings related to outcomes of an amount less than 10 % of total eligible expenditure of the Programme or € 1,000,000, whichever is higher, and
 - b. changes of internal practices of the Programme Operator that are not stipulated in the programme agreement.
3. Programme specific exceptions from paragraphs 1 and 2, if any, are set in the operational rules.
4. Expenditures incurred in breach of this article are not eligible.
5. Should there be a doubt as to whether the proposed modifications require approval by the NMFA, the National Focal Point shall consult the NMFA before such modifications take effect.
6. Requests for modifications shall be submitted and assessed in accordance with Article 5.9 of the Regulation.

Article 2.10

Communication

1. All communication to the NMFA regarding this programme agreement shall take place in English and be directed to the Financial Mechanism Office (hereinafter referred to as the FMO), which represents the NMFA towards the National Focal Point and the Programme Operator in relation to the implementation of the Programme.

2. To the extent that original documents are not available in the English language, the documents shall be accompanied by full and accurate translations into English.
3. The National Focal Point shall bear the responsibility for the accuracy of the translation that it provides and the possible consequences that might arise from any inaccurate translations.
4. The NMFA shall ensure that the National Focal Point is informed about communication between the NMFA and the Programme Operator that is relevant for the responsibilities of the National Focal Point under this programme agreement.

Article 2.11

Contact information

1. The contact information of the National Focal Point and the Programme Operator is as specified in the programme proposal.
2. The contact information for the NMFA and the Financial Mechanism Office are:
Financial Mechanism Office
Att: Director
EFTA Secretariat
Rue Joseph II, 12-16
1000 Brussels
Telephone: +32 (0)2 286 1701
Telefax (general): +32 (0)2 211 1889
E-mail: fmo@efta.int
3. Changes of or corrections to the contact information referred to in this article shall be given in writing without undue delay by the Parties to this programme agreement.

Article 2.12

Representations and Warranties

1. This programme agreement and the awarding of the programme grant is based on information provided by, through, or on behalf of the National Focal Point to the NMFA in the programme proposal or other communication prior to the signing of this programme agreement.
2. The National Focal Point represents and warrants that the information provided by, through, or on behalf of the National Focal Point in the programme proposal, in connection with the programme proposal, the implementation or conclusion of this programme agreement are authentic, accurate and complete.



Chapter 3 Projects

Article 3.1 Selection of projects

1. The National Focal Point shall ensure that the Programme Operator selects projects in accordance with Chapter 6 of the Regulation and the operational rules.
2. Eligibility of applicants is stipulated in Article 6. 2 of the Regulation and, in accordance with paragraph 3 thereof, subject only to the limitations stipulated in the operational rules.
3. Pre-defined projects shall be outlined in the operational rules.
4. The National Focal Point shall take proactive steps to ensure that the Programme Operator complies fully with Article 6.6 of the Regulation.

Article 3.2 Project contract

1. For each approved project a project contract shall be concluded between the Programme Operator and the Project Promoter.
2. In cases where a project contract cannot, due to provisions in the national legislation, be made between the Programme Operator and the Project Promoter, the Beneficiary State may instead issue a legislative or administrative act of similar effect and content.
3. The content and form of the project contract shall comply with Article 6.7 of the Regulation.
4. The National Focal Point shall ensure that the obligations of the Project Promoter under the project contract are valid and enforceable under the applicable law of the Beneficiary State.

Article 3.3 Project partners and partnership agreements

1. A project may be implemented in a partnership between the Project Promoter and project partners as defined in paragraph 1(w) of Article 1.5 of the Regulation. If a project is implemented in such a partnership, the Project Promoter shall sign a partnership agreement with the project partners with the content and in the form stipulated in Article 6.8 of the Regulation.
2. The partnership agreement shall be in English if one of the parties to the agreement is an entity from Norway.
3. The eligibility of expenditures incurred by a project partner is subject to the same limitations as would apply if the expenditures were incurred by the Project Promoter.

4. The creation and implementation of the relationship between the Project Promoter and the project partner shall comply with the applicable national and European Union law on public procurement as well as Article 7.16 of the Regulation.

5. The National Focal Point shall ensure that the Programme Operator verifies that the partnership agreement complies with this article before the signing of the project contract.

Article 3.4 Reallocation of funds

1. Reallocation of unused or cancelled financial contributions to projects shall be made in compliance with Article 6.9 of the Regulation.
2. Project grants not reallocated shall be reimbursed to the NMFA in accordance with Article 6.9 of the Regulation.

Chapter 4 Finance

Article 4.1 Eligible expenditures

1. Subject to Article 7.6 of the Regulation, eligible expenditures of this Programme are:
 - a. management costs of the Programme Operator in accordance with the detailed budget in the financial plan;
 - b. payments to projects within this Programme in accordance with the Regulation, this programme agreement and the project contract;
 - c. expenditure of funds for bilateral relations in accordance with Article 7.7 of the Regulation;
2. Expenditure related to the categories referred to in subparagraphs (d), (e) and (f) of Article 7.1 of the Regulation are eligible in accordance with Chapter 7 thereof if such expenditures are explicitly approved by the NMFA in the programme decision. The implementation of the activities under these categories shall be in compliance with the operational rules.
3. Eligible expenditures of projects are those actually incurred by the Project Promoter or project partners, meet the criteria set in Article 7.2 of the Regulation and fall within the categories and fulfil the conditions of direct eligible expenditure set in Article 7.3 of the Regulation as well as indirect costs in accordance with Article 7.4 of the Regulation.



Article 4.5

Irregularities, suspension and reimbursements

The NMFA has the right to make use of the remedies provided in the Regulation, in particular Chapter 12 thereof. The National Focal Point has a duty to take all necessary measures to ensure that the provisions in Chapter 11 and 12 of the Regulation regarding irregularities, suspension of payments, financial corrections and reimbursement are complied with.

Chapter 5

Final provisions

Article 5.1

Dispute settlement

1. The Parties waive their rights to bring any dispute related to the programme agreement before any national or international court, and agree to settle such a dispute in an amicable manner.

2. If a demand for reimbursement to the NMFA is not complied with by the Beneficiary State, or a dispute related to a demand for reimbursement arises that cannot be solved in accordance with paragraph 1, the Parties may bring the dispute before Oslo Tingrett.

Article 5.2

Termination

1. The NMFA may, after consultation with the National Focal Point, terminate this programme agreement if:

a. a general suspension decision according to Article 12.6 of the Regulation or a decision to suspend payments according to paragraph 1(h) of Article 12.1 of the Regulation has not been lifted within 6 months of such a decision;

b. a suspension of payments according to Article 12.1 of the Regulation, other than under paragraph 1(h), has not been lifted within one year of such a decision;

c. a request for reimbursement according to Article 12.2 of the Regulation has not been complied with within one year from such a decision;

d. the Programme Operator becomes bankrupt, is deemed to be insolvent, or declares that it does not have the financial capacity to continue with the implementation of the Programme; or

e. the Programme Operator has, in the opinion of the NMFA, been engaged in corruption, fraud or similar activities or has not taken the appropriate measures to detect or prevent such activities or, if they have occurred, nullify their effects.

4. The first date of eligibility of expenditures in projects shall be set in the project contract in accordance with Article 7.14 of the Regulation. The first date of eligibility of any pre-defined projects shall be no earlier than the date on which the National Focal Point notifies the NMFA of a positive appraisal of the pre-defined projects by the Programme Operator in accordance with paragraph 3 of Article 5.5 of the Regulation.

5. The maximum eligible costs of the categories referred to in paragraphs 1 and 2 are set in the programme decision. Programme specific rules on the eligibility of expenditure set in the programme decision or in the operational rules shall be complied with.

Article 4.2

Proof of expenditure

Costs incurred by Programme Operators, Project Promoters and project partners shall be supported by documentary evidence as required in Article 7.13 of the Regulation.

Article 4.3

Payments

1. Payments to the Programme shall be made when all relevant conditions for payments stipulated in this programme agreement and the Regulation have been fulfilled.

2. Payments to the Programme shall take the form of an advance payment, interim payments and payment of the final balance and shall be made in accordance with Articles 8.2, 8.3 and 8.4 of the Regulation.

3. Payments of the project grant to the Project Promoters may take the form of advance payments, interim payments and payments of the final balance. The level of advance payments and their off-set mechanism is set in the operational rules.

4. The National Focal Point shall ensure that payments are transferred in accordance with paragraph 2 of Article 8.1 of the Regulation.

5. Chapter 8 of the Regulation shall apply to all aspects related to payments, including currency exchange rules and handling of interests on bank accounts.

Article 4.4

Transparency and availability of documents

The National Focal Point shall ensure an audit trail for financial contributions from the Norwegian Financial Mechanism 2009-2014 to the Programme in accordance with Article 8.8 of the Regulation.



2. This programme agreement can be terminated by mutual agreement between the Parties.

3. Termination does not affect the right of the Parties to make use of the dispute settlement mechanism referred to in Article 5.1 or the right of the NMFA to make use of the remedies provided in Chapter 12 of the Regulation.

Article 5.3

Waiver of responsibility

1. Any appraisal of the Programme undertaken before or after its approval by the NMFA, does not in any way diminish the responsibility of the National Focal Point and the Programme Operator to verify and confirm the correctness of the documents and information forming the basis of the programme agreement.

2. Nothing contained in the programme agreement shall be construed as imposing upon the NMFA or the FMO any responsibility of any kind for the supervision, execution, completion, or operation of the Programme or its projects.

3. The NMFA does not assume any risk or responsibility whatsoever for any damages, injuries, or other possible adverse effects caused by the Programme or its projects including, but not limited to inconsistencies in the planning of the Programme or its projects, other project(s) that might affect it or that it might affect, or public discontent. It is the full and sole responsibility of the National Focal Point and the Programme Operator to satisfactorily address such issues.

4. Neither the National Focal Point, the Programme Operator, entities involved in the implementation of projects, nor any other party shall have recourse to the NMFA for further financial support or assistance to the Programme in whatsoever form over and above what has been provided for in the programme agreement.

5. Neither the European Free Trade Association, its Secretariat, including the FMO, its officials or employees, nor the NMFA, its officials or employees, can be held liable for any damages or injuries of whatever nature sustained by the National Focal Point or the Beneficiary State, the Programme Operator, Project Promoters or any other third person, in connection, be it direct or indirect, with this programme agreement.

6. Nothing in this programme agreement shall be construed as a waiver of diplomatic immunities and privileges awarded to the European Free Trade Association, its assets, officials or employees.

Article 5.4

Entry into force and duration

1. This programme agreement shall enter into force on the date of the last signature of the Parties.

2. This programme agreement shall remain in force until five years have elapsed after the date of the acceptance of the final programme report.

This programme agreement is drawn up in two originals in the English language.

For the NMFA

Signed in Bucharest on June 28,
2013

Grete Faremo

Grete Faremo
Minister of Justice and Public Security

For the National Focal Point

Signed in Bucharest on June 28,
2013

Eugen Orlando Teodorovici

Eugen Orlando Teodorovici
Minister of European Funds



Annex I - Programme Decision

1. Expected Outcomes & Indicators for Outputs

Expected Outcome(s): Strengthening of the cooperation between the police in the Schengen Member States

Output

Cooperation between Romania and Norway in fighting criminal itinerant groups and human trafficking strengthened.

Output indicator(s)	Baseline	Target	Source of Verification
Number of Romanian police officers posted to Norway.	0	30	Internal reports and statistics
Number of Romanian and Norwegian police officers participated in workshops/seminars on the prevention and investigation of crime committed by itinerant criminal groups.	0	300	Internal reports and statistics
The total number of registered information exchange between the Romanian and Norwegian police increased (per year, 2012-2016).	269	400	Internal reports and statistics

Output

Cooperation with neighbouring non-Schengen countries on combating illegal migration and human smuggling improved.

Output indicator(s)	Baseline	Target	Source of Verification
Number of study visits conducted to/from Romania and neighbouring non-Schengen countries.	0	4	Follow-up reports
Number of handbooks of best practices in investigating organized crime networks involved in smuggling of migrants developed.	0	1000	The handbook itself

Expected Outcome(s):

Improved capacity to prevent and combat cross-border and organized crime, including trafficking in human beings and itinerant criminal groups

Output

The knowledge of how to improve the relationship between the police and the Roma communities strengthened.

Output indicator(s)	Baseline	Target	Source of Verification
Number of police officers trained on countering hate crime.	0	40	Project reports
Number of police officers trained in advanced interviewing techniques.	0	40	Project reports
Number of police officers trained in the field of preventing and countering victimization in Roma communities.	0	300	Project reports
Number of people informed through prevention campaigns.	0	2000	Project reports

Output

The Romanian police's capacity to fight economic crime improved.

Output indicator(s)	Baseline	Target	Source of Verification
Number of institutions with improved technical capacity.	0	4	Project reports
Number of specialists trained in fighting economic crime.	0	150	Project reports



Output

The capacity of the Department for Intelligence and Internal Protection of Ministry of Internal Affairs improved.

Output indicator(s)	Baseline	Target	Source of Verification
Number of institutions with improved technical capacity.	0	1	Activity reports Financial statement
Number of police officers trained on combating cross-border and organised crime.	0	110	Activity reports

2. Conditions

2.1 General

2.1 General

- 1) Bilateral, outcome and output indicators shall be further developed and discussed in the Cooperation Committee and shall be reported on in the annual programme report.
- 2) The details of use of the bilateral fund, the selection procedures and criteria for awarding support from the fund, the maximum grant amount and the grant rate and any other relevant details shall be further developed by the Programme Operator and agreed with the donor programme partner in the Cooperation Committee prior to the disbursement of any funds from the bilateral fund.
- 3) The communication plan shall be discussed in the Cooperation Committee.
- 4) The National Focal Point shall ensure that any public support under this Programme complies with the procedural and substantive state aid rules applicable at the time when the public support is granted. The National Focal Point shall, by way of the programme implementation agreement, ensure that the Programme Operator maintains written records of all assessments concerning compliance with state aid rules, particularly decisions to award grants and set grant rates, and provides such records to the NMFA upon request. The approval of the Programme by the NMFA does not imply a positive assessment of such compliance.
- 5) The National Focal Point shall ensure that the Programme Operator ensures that Project Promoters:
 - Keep any buildings purchased, constructed, renovated or reconstructed under the project in their ownership for a period of at least 5 years following the completion of the project and continue to use such buildings for the benefit of the overall objectives of the project for the same period;
 - Keep any buildings purchased, constructed, renovated or reconstructed under the project properly insured against losses such as fire, theft and other normally insurable incidents both during project implementation and for at least 5 years following the completion of the project; and
 - Set aside appropriate resources for the maintenance of any buildings purchased, constructed, renovated or reconstructed under the project for at least 5 years following the completion of the project. The specific means for implementation of this obligation shall be specified in the project contract.
- 6) The National Focal Point shall ensure that the Programme Operator ensures that any residual or extracted material from project activities is reused, recycled, treated and/or deposited in an environmentally sound manner.
- 7) The National Focal Point shall ensure that the Programme Operator ensures that Project Promoters who have, in line with this Agreement, received an exception from the general rule in Article 7.3.1(c) of the Regulation with respect to any equipment (the excepted equipment):
 - Keep the excepted equipment in their ownership for a period of at least five years following the completion of the project and continue to use that equipment for the benefit of the overall objectives of the project for the same period;
 - Keep the excepted equipment properly insured against losses such as fire, theft and other normally insurable incidents both during project implementation and for at least 5 years following the completion of the project; and
 - Set aside appropriate resources for the maintenance of the excepted equipment for at least 5 years following the completion of the project. The specific means for implementation of this obligation shall be specified in the project contract; provided however that the Programme Operator may release any Project Promoter from the above obligations with respect to any specifically identified excepted equipment where the Programme Operator is satisfied that, having regard to all relevant circumstances, use of that equipment for the overall objectives of the project after the project completion would serve no economic purpose.

The National Focal Point shall furthermore ensure that the programme Operator keeps a list of the excepted equipment for each project.

- 8) The National Focal Point shall ensure that the Programme Operator ensures that an ex ante control of public procurement procedures and documentation carried out within projects implemented under the Programme is carried out by a competent independent entity, other than the respective project promoter.
- 9) The National Focal Point shall ensure that Article 7.16 of the Regulation, as well as national and European Union law on public procurement are complied with at any level in the implementation of the programme and the projects. The National Focal Point shall, by way of the Programme Implementation Agreement, ensure that the Programme Operator maintains written records of all assessments concerning the organization of procurement procedures and compliance with procurement rules, and provides such



records to the NMFA upon request. The approval of the Programme by the NMFA does not imply a positive assessment of such compliance. When competitive procurement procedures are applied, the National Focal Point shall ensure that the Programme Operator ensures that Project Promoters in their tender documents do not describe the object of the contract in a manner which could restrict fair competition, e.g. by reference to trade marks, patents or origin, unless such references are specifically authorized by law.

10) The National Focal Point shall ensure that the Programme Operator ensures that there is no funding overlap with activities financed by other sources.

11) At least 15% of the total eligible costs of the Programme shall target the improvement of the situation of the Roma population. The fulfilment of this condition shall be reported on, through the use of quantitative and qualitative data, inter alia, in the annual and final programme reports as well as a semi-annual report submitted six months from the submission date of the annual programme report.

12) A concise plan on the manner in which the allocation of at least 15% of the total eligible costs of the Programme to target the improvement of the situation of the Roma population is to be achieved, shall be submitted to the NMFA for approval no later than three months from the signature of the Programme Agreement.

2.2 Pre-eligibility

1) Expenditures under the pre-defined project 1 "Strengthening police cooperation between Romania and Norway in fighting criminal itinerant groups and human trafficking" shall not be eligible prior to the signature of the partnership agreement with the Norwegian Directorate of Police.

2) Expenditures under the pre-defined project 3 "Trafficking in human beings. Cooperation with the Council of Europe on the implementation of the recommendations in the Greta-report" shall not be eligible before the content of the pre-defined project, including inter alia indicators and the budget, has been agreed between the project promoter and the Council of Europe and approved by the NMFA.

3) Expenditures under the pre-defined project 4 "Integrated approach to the prevention of victimization in Roma communities" shall not be eligible prior to the signature of the partnership agreement with the Organisation for Security and Co-operation in Europe (OSCE).

2.3 Pre-payment

Not applicable.

2.4 Pre-completion

Not applicable.

2.5 Post-completion

Not applicable.

2.6 Other

3. Eligibility of costs

3.1 Eligibility of costs - period

Eligibility of costs (excluding prog prep costs): 17/06/2013-30/04/2017

Eligibility of programme proposal preparation costs: 24/03/2012-16/06/2013

3.2 Grant rate and co-financing

Programme estimated total cost (€)	€5,882,353
Programme estimated eligible cost (€)	€5,882,353
Programme grant rate (%)	85.0000%
Maximum amount of Programme grant (€)	€5,000,000

3.3 Maximum eligible costs (€) and Advance payment amount (€)



Budget heading	Eligible expenditure	Advance payment*
Programme management	€45,873	€5,000
Strengthening of the cooperation between the police in the Schengen Member States	€3,485,310	€1,216,790
Improved capacity to prevent and combat cross-border and organized crime, including trafficking in human beings and itinerant criminal groups	€2,242,516	€1,049,948
Fund for bilateral relations	€88,235	€12,500
Complementary action	€6,000	€0
Preparation of programme proposal	€0	€0
Reserve for exchange rate losses	€14,419	€0
Total	€5,882,353	€2,284,238

* The advance payment is composed of €1,941,602 in grant amount and €342,636 in co-financing.

3.4 Retention of management costs

Retention of management costs - percentage of the management costs	10.00%
Retention of management costs - planned Euro value	€3,899

3.5 Small Grant Scheme

Not applicable



Annex II - Operational Rules

1. Eligibility

1.1 Eligible measures (sub-measures if any):

The Programme Operator is the Romanian Ministry of Internal Affairs. The Donor Programme Partner is the Norwegian National Police Directorate (POD).

The programme consists of six pre-defined projects:

- 1) Strengthening police cooperation between Romania and Norway in fighting criminal itinerant groups and human trafficking.
- 2) Cooperation in the field of illegal migration and protection of human rights.
- 3) Trafficking in human beings. Cooperation with the Council of Europe on the implementation of recommendations in the GRETA report.
- 4) Integrated approach to the prevention of victimization in Roma communities.
- 5) Fighting cross-border economic criminality at the Schengen border.
- 6) Strengthening of information cycle management in fight against the organized crime and illegal migration for increasing the European security.

1.2 Eligible applicants:

Not applicable.

1.3 Special rules on eligibility of costs:

Costs are eligible in accordance with Chapter 7 of the Regulation. The following exception will apply:

By way of exception from Article 7.3.1(c) of the Regulation, the entire purchase price of new equipment will be eligible in projects where the equipment is installed at the end of the project and the utilisation of the equipment starts after the closure of the project and/or in those cases where the equipment's use after project completion is limited to activities in line with the project's objectives.

Indirect costs in projects shall be claimed in accordance with the Regulation and in particular, Article 7.4.1 thereto. Where a flat-rate is applied, this shall be set in line with Article 7.4.1(b) of the Regulation and the level of the flat rate, which shall not exceed 5%, shall be set in accordance with a methodology provided by the Programme Operator.

2. Financial parameters

2.1 Minimum and maximum grant amount per project:

Not applicable.

3. Selection of projects

3.1 Selection procedures:

Not applicable.

3.2 Open calls and availability of funds (including number of calls, duration of calls, and estimated size):

Not applicable.

3.3 Selection criteria:

Not applicable.

4. Payment flows, verification of payment claims, monitoring and reporting

4.1 Payment flows

The Programme Operator shall ensure that funds are available for payments to the Project Promoters in a timely manner.

Payments to the Project Promoters will take the form of advance payments, interim payments and final balance payments. The advance payments shall not exceed 50% of the projects total grant amount and shall be based on estimated cash flow needs as set out in the Project Contracts.

Interim payments to the Project Promoters are made on the basis of approved interim reports.

Pre-financing provided through advance payments or interim payments shall be measured against all incurred eligible expenditure reported in interim or final reports for the final balance.

Total pre-financing provided to projects cannot exceed 80% of the projects grant amount. Each additional payment shall only be



made after the Programme Operator verifies that 70% of any previous pre-financing provided has been incurred by the Project Promoter.

The deadlines for submitting and assessing interim financial reports will be set in the project contract. The Project Promoter will report to the Programme Operator on incurred expenditures, actual progress and pre-payment forecast through the interim reports.

The Programme Operator may withhold up to 5% of the total grant amount for the payment of the final balance. The payment of the final balance will be disbursed within 15 working days after the approval of the final report.

Notwithstanding the above description of the financial flows, the Programme Operator shall ensure that, in the case of projects implemented in partnership with the Council of Europe and the Organization for Security and Co-operation in Europe, advance payments and all subsequent payments to the project from the Programme are sufficient to ensure that the pre-financing requirements of the Council of Europe and the Organization for Security and Co-operation in Europe can be met and that all payments due from the project promoter to the Council of Europe and the Organization for Security and Co-operation in Europe are made without delay.

4.2 Verification of payment claims

Verification and approval of the interim and final reports of the Project Promoter will be conducted by the Programme Operator.

Verification and approval of interim and final reports will be based on information on financial status and project progress contained in the reports, and on additional information to be submitted together with the reports. The Programme Operator will conduct a 100% check of the costs reported as incurred by the Project Promoter.

In case of verification of expenditure incurred by the donor project partners, the Council of Europe and the Organisation for Security and Cooperation in Europe, a report by an independent and certified auditor, certifying that the claimed costs are incurred in accordance with the Regulation, the national law and accounting practices of the donor project partner's country, shall be seen as sufficient proof of costs incurred.

The verification procedures for payment claims will be further outlined in the description of the Programme Management and Control Systems according to the Article 4.8.2 of the Regulation.

4.3 Monitoring and reporting

The Programme Operator shall continuously monitor the projects through the review of reports submitted by the Project Promoter and on-site monitoring visits. On-site monitoring visits shall be carried out in cooperation with technical experts and financial officers.

The aim of the on-the-spot checks is to make sure that the project is implemented in accordance with the requirements of the Regulation and the project contract, to verify procurement procedures and the cost efficiency of incurred expenditures and to assess the achievement of sectorial objectives and indicators and the impact of the results of projects.

Project Promoters shall be required to report on project progress and outputs in interim and final reports.

Interim reports shall be submitted every 4 months and shall as a minimum describe:

- a) the technical project progress, fulfilment of project outputs, information on tender procedures, project time schedule, project modifications, fulfilment of project conditions if relevant and risk management;
- b) the financial progress of the project, including a list of claimed expenditures and requests for payments, and information on any financial audit if relevant.

The final report shall contain the same information as the interim reports. In addition, it shall describe the achievement of the overall objective of the project and contain information on cross-cutting issues relevant to the project, fulfilment of project conditions and sustainability of the project. It shall also include summary information on financial management and findings from the final financial audit (if applicable).

In addition at least one programme review shall be carried out during the programme implementation. The review shall focus on effectiveness and efficiency of the programme in achieving outputs and outcomes and relevance of projects in relation to the programme outcomes and strategies.

Irregularities will be handled in accordance with Chapter 11 of the Regulation.



Information on Reporting and Monitoring shall be further outlined in the description of the Programme's Management and Control System according to Article 4.8.2 of the Regulation.

5. Additional mechanisms within the programme

5.1 Funds for bilateral relations

The Programme Operator will set aside not less than 1.5 % of the total programme budget to a Fund for Bilateral Cooperation.

The details of use of the bilateral fund, the selection procedures and criteria for awarding support from the fund, the maximum grant amount and the grant rate and any other relevant details shall be developed by the Programme Operator and agreed with the Donor Programme Partner in the Cooperation Committee.

The Programme Operator shall ensure that the Council of Europe and the Organisation for Security and Cooperation in Europe (OSCE) can benefit from the bilateral fund.

5.2 Complementary action

Complementary actions in line with the Regulation shall be organised by the Programme Operator, in line with the objectives of the Programme, in order to strengthen co-operation between the Programme Operator and similar entities within the Donor States and the Beneficiary States. These will include the exchange of experience and best practice related to the implementation of the Programme.

The Programme Operator shall ensure that the Council of Europe and the Organisation for Security and Cooperation in Europe (OSCE) can also benefit from the activities organised under the complementary action.

The plan for the use of the fund for Complementary action will be discussed and decided upon in the Cooperation Committee.

5.3 Reserve for exchange rate losses

The reserve for exchange rate losses will be used to cover exchange rate losses arising from fluctuations of the RON against the Euro, incurred during the implementation of the Programme and projects. The amounts that will be granted from the reserve will be calculated at the final settlement of the projects.

5.4 Small Grant Schemes

Not applicable.

6. Pre-defined projects

The programme consists of six pre-defined projects.

Project 1: Strengthening police cooperation between Romania and Norway in fighting criminal itinerant groups and human trafficking.

Project promoter: General Inspectorate of the Romanian Police
 Donor Project Partners: Norwegian National Directorate of Police
 Estimated total eligible project cost: €3,029,706
 Grant rate: 100%
 Max. contribution from the Programme: €3,029,706

The project will fund operational cooperation between Romanian and Norwegian police as well as the strengthening of the technical capacity of the Romanian police.

The pre-defined project will include the following activities:

- Secondment of Romanian police officers to Norway, workshops in Romania/Norway on the sharing of experiences on the modus operandi of Romanian criminal groups operating e.g. in Norway. Training on interrogation and investigation techniques as well as strategic analysis.
- The purchase of equipment to improve the Romanian police's capacity to gather information and evidence: 2 minivans, 65 vehicles (1 per territorial unit of the Directorate for Criminal Investigations and the Directorate for Countering Organized Crime), servers, desktop computers, laptops, portable printers, video-cameras, digital voice-recorders, software licences and the renovation and equipment of at least 4 interrogation rooms in the localities generating most criminality towards Norway.

Project 2: Cooperation in the field of illegal migration and the protection of human rights.



Project promoter: General Inspectorate of the Border Police
 Project partners: General Inspectorate of Immigration and Department of Public Prosecutors.
 Estimated total eligible project cost: €170,310
 Grant rate: 100%
 Max. contribution from the Programme: €170,310

Through the Project, Romanian police shall improve its competence and network for combating illegal immigration and also ensuring the rights of asylum-seekers and victims of human trafficking.

The pre-defined project will include the following activities:

- Study visits to/from Romanian and neighbouring countries (Hungary and Moldova).
- Workshop and seminars.
- The development of a handbook of best practices.

Project 3: Trafficking in human beings. Cooperation with the Council of Europe on the implementation of recommendations in the GRETA-report.

Project promoter: National Agency against Trafficking in Persons
 Donor Project Partners: Council of Europe
 Estimated total eligible project cost: €250,000
 Grant rate: 100%
 Max. contribution from the Programme: €250,000

The aim of the Project is to implement recommendations made by the Group of Experts on Action against Trafficking in Human Beings (GRETA) in its evaluation of Romania. The content of the Project, the detailed budget and the indicators will be developed and agreed by the Project Promoter and the Council of Europe, and approved by the NMFA.

Project 4: Integrated approach to the prevention of victimization in Roma communities.

Project promoter: General Inspectorate of the Romanian Police,
 Project partners: Romanian Academy, - Institute of
 National Economy and the Organisation for Security and
 Cooperation in Europe (OSCE)
 Estimated total eligible project cost: €791,550
 Grant rate: 100%
 Max. contribution from the Programme: €791,550

The Project aims at promoting good practices and improving trust between the police and the Roma community.

The pre-defined project will include the following activities:

- The development and conduct of a crime victimization study in Roma communities. The study will be developed together with the Romanian Academy – Institute of National Economy. Two international conferences will be held related to the national victimization study and countering hate crimes.
- A campaign on crime prevention in Roma communities. The exact content will be further developed together e.g. with non-governmental organisation(s) working for Roma.
- Training of police officers on countering hate crime/interview techniques/study visits and other. The training will be based upon the Manual on Police and Roma and Sinti: Good practices in building trust and understanding, which has been developed by the Organisation for Safety and Security in Europe (OSCE).

Project 5: Fighting cross-border economic criminality at the Schengen Border.

Project promoter: Fraud Investigation Directorate, Romanian Police
 Project partners: Prosecutor's Office, National Customs Authority and the Border Police in Romania.
 Police in Ukraine and Moldova
 Estimated total eligible project cost: €800,000
 Grant rate: 100%



Max. contribution from the Programme: €800,000

The Project will strengthen the Romanian police's capacity to fight cross-border economic crime by improving its technical equipment and by building networks with similar authorities in neighbouring states.

The pre-defined project will include the following activities:

- The exchange of information with the police in Ukraine and Moldova through seminar/workshops/the establishment of networks of specialists.
- Training of police officers on fighting cross-border economic crime. The Project Promoter shall explore the possibility of involving Europol in this activity.
- The purchase of equipment to be used by the Danube Delta Police (1 equipped patrol boat) and at the Head Quarter and/or 8 regional offices of the Fraud Investigation Directorate (17 vehicles, binoculars for night vision, 16 day time surveillance systems, professional cameras, laptops, mobile scanners, mobile printers, GPS modules).

Project 6:

Strengthening of information cycle management in fight against the organized crime and illegal migration for increasing the European security.

Project promoter: Department for Intelligence and Internal Protection (DIIP)

Estimated total eligible project cost: €686,260

Grant rate: 100%

Max. contribution from the Programme: €686,260

The Project shall improve the technical capacity of the Department for Intelligence and Internal protection of the Ministry of Internal Affairs.

The pre-defined project will include the following activities:

- The carrying-out of a pre-engineering study for the modernisation of the DIIP's Training Centre, Brasov.
- The purchase of equipment for the Head Quarter and regional offices of the Directorate for Intelligence and Internal Protection (DIIP) (notebooks, multifunctionals, desktops, 4 specialised and equipped vehicles, 2 devices to control against interceptions, 1 system for electronic archiving of communication control etc).
- Training of Romanian police officers in managing ICT-equipment, in fighting illegal migration, cybercrime, trafficking in human beings and other forms of cross-border crime.
- Workshops/seminars on sharing of experience on combating crime with law enforcement services in other European states
- The organisation of study visits to law enforcement institutions in other European states.
- The development of manuals with best practices in countering illegal migration, cybercrime and other forms of cross-border crime.

7. Modification of the programme

Any modifications of the programme will follow the rules set forth in the Regulation and in Article 2.9 of the programme agreement.

8. Programme proposal version

Any reference to the programme proposal in this programme agreement shall be interpreted as version signed by the PO on 13.11.2012, including all subsequent correspondence and communication between the FMC, the Financial Mechanism Office, the National Focal Point and the Programme Operator.

9. Miscellaneous

1. Relevant stakeholders should be consulted during the implementation of the programme.

2. The Donor Programme Partners shall, through the Cooperation Committee, follow-up and monitor the implementation of the specific 15% Roma target set in point 11 of section 2.1 of Annex 1 to this Programme Agreement.

