EEA Financial Mechanism 2014-2021

PROGRAMME AGREEMENT

between

The Financial Mechanism Committee

established by Iceland, Liechtenstein and Norway

and

The General Directorate for European Non-reimbursable Financial Mechanisms and Instruments (GDENFMI), 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 "Cultural Entrepreneurship, Cultural heritage and Cultural Exchange"

hereinafter referred to as the "Programme"

Chapter 1
Scope, Legal Framework, and Definitions

Article 1.1
Scope

This programme agreement between the Financial Mechanism Committee (hereinafter referred to as the FMC) 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 EEA Financial Mechanism 2014-2021 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 EEA Financial Mechanism 2014-2021:

(a) Protocol 38c to the EEA Agreement on the EEA Financial Mechanism 2014-2021;

(b) the Regulation on the implementation of the EEA Financial Mechanism 2014-2021 (hereinafter referred to as the "Regulation") issued by the Donor States in accordance with Article 10(5) of Protocol 38c;

(c) the Memorandum of Understanding on the Implementation of the EEA Financial Mechanism 2014-2021 (hereinafter referred to as the "MoU"), entered into between the Donor States and the Beneficiary State; and

(d) any guidelines adopted by the FMC 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 1.6 thereof, and the legal framework referred to in Article 1.2 of this programme agreement.

Article 1.4
Annexes and hierarchy of documents

1. Annexes attached hereto 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 annexes shall prevail, provided that these provisions are compatible with the Regulation.

3. Commitments, statements and guarantees, explicit as well as implicit, made in the preparation of the programme 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 principles of implementation as set out in the Regulation.

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.

Article 2.2
Main responsibilities of the Parties

1. The National Focal Point is responsible and accountable for the overall management of the EEA Financial Mechanism 2014-2021 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 Irregularities Authority 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 FMC 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. This programme agreement 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 this programme agreement.

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

3. The financial plan annexed to this programme agreement shall:

(a) contain a breakdown between the Programme's budget headings;

(b) indicate the agreed advance payment, if any.

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

Article 2.5
Special conditions and programme specific rules

1. This programme agreement shall list any conditions set by the FMC with reference to paragraph 2 of Article 6.3 of the Regulation. The National Focal Point shall ensure compliance with these conditions and 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 this programme agreement.

Article 2.6
Programme implementation agreement

With reference to Article 6.8 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 FMC of such signing.

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 9 and Articles 6.11 and 6.12 of the Regulation as well as statistical reporting in accordance with guidelines adopted by the FMC.

Article 2.8
External monitoring

The external monitoring and audit referred to in Articles 11.1, 11.2, 11.3 and 11.4 of the Regulation shall not in any way relieve the National Focal Point or the Programme Operator of their obligations under the legal framework 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 FMC.

2. Programme specific exceptions from paragraph 1, if any, are set in the annexes to this programme agreement.

3. Expenditures incurred in breach of this article are not eligible.

4. Should there be a doubt as to whether the proposed modifications require approval by the FMC, the National Focal Point shall consult the FMC before such modifications take effect.

5. Requests for modifications shall be submitted and assessed in accordance with Article 6.9 of the Regulation.

Article 2.10
Communication

1. All communication to the FMC 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 FMC 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. 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.

Article 2.11
Contact information

1. The contact information of the Programme Operator is as specified in this programme agreement.

2. The contact information for the FMC 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 FMC 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 connection with the implementation or conclusion of this programme agreement are authentic, accurate and complete.

Chapter 3
Projects

Article 3.1
Selection of projects and award of grants

1. The National Focal Point shall ensure that the Programme Operator selects projects in accordance with Chapter 7 of the Regulation and this programme agreement.

2. Eligibility of project promoters and project partners is stipulated in Article 7.2 of the Regulation and, in accordance with paragraph 4 thereof, subject only to the limitations stipulated in this programme agreement.

3. Pre-defined projects shall be outlined in this programme agreement.

4. The National Focal Point shall take proactive steps to ensure that the Programme Operator complies fully with Article 7.5 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 or the project contract shall comply with Article 7.6 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 1.6 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 7.7 of the Regulation.

2. The partnership agreement shall be in English if one of the parties to the agreement is an entity from the Donor States.

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 8.15 of the Regulation.

5. The National Focal Point shall ensure that the Programme Operator verifies that the partnership agreement complies with this article. A draft partnership agreement or letter of intent shall be submitted to the Programme Operator before the signing of the project contract.

Chapter 4
Finance

Article 4.1
Eligible expenditures

1. Subject to Article 8.7 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.

2. Eligible expenditures of projects are those actually incurred by the Project Promoter or project partners, meet the criteria set in Article 8.2 of the Regulation and fall within the categories and fulfil the conditions of direct eligible expenditure set in Article 8.3 of the Regulation, the conditions regarding the use of standard scales of unit costs set in Article 8.4 of the Regulation as well as indirect costs in accordance with Article 8.5 of the Regulation.

4. The first date of eligibility of expenditures in projects shall be set in the project contract in accordance with Article 8.13 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 FMC of a positive appraisal of the pre-defined projects by the Programme Operator in accordance with paragraph 3 of Article 6.5 of the Regulation.

5. The maximum eligible costs of the categories referred to in paragraph 1 are set in this programme agreement. Programme specific rules on the eligibility of expenditure set in this programme agreement 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 8.12 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 9.2, 9.3 and 9.4 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 this programme agreement.

4. The National Focal Point shall ensure that payments are transferred in accordance with paragraph 2 of Article 9.1 of the Regulation.

5. Chapter 9 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 EEA Financial

Mechanism 2014-2021 to the Programme in accordance with Article 9.8 of the Regulation.

Article 4.5
Irregularities, suspension and reimbursements

The FMC has the right to make use of the remedies provided in the Regulation, in particular Chapter 13 thereof. The National Focal Point has a duty to take all necessary measures to ensure that the provisions in Chapter 12 and 13 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 FMC 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 FMC may, after consultation with the National Focal Point, terminate this programme agreement if:

(a) a general suspension decision according to Article 13.6 of the Regulation or a decision to suspend payments according to paragraph 1(h) of Article 13.1 of the Regulation has not been lifted within 6 months of such a decision;

(b) a suspension of payments according to Article 13.1 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 13.2 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 FMC, 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.

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 FMC to make use of the remedies provided in Chapter 13 of the Regulation.

Article 5.3
Waiver of responsibility

1. Any appraisal of the Programme undertaken before or after its approval by the FMC, 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 FMC or the FMO any responsibility of any kind for the supervision, execution, completion, or operation of the Programme or its projects.

3. The FMC 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 FMC 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 FMC, its members or alternate members, nor the EFTA States, 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.

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.

Article 5.4
Entry into force and duration

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

For the Donors	For the National Focal Point
Signed in Oslo on 24/05/2018	Signed in Bucharest on 05/06/2018
.....	.....
Niels Engelschion	Rovana Plumb
Chairman of the EEA Financial Mechanism Committee	Minister for European Funds

Annex I to the Programme Agreement

Programme Operators and Partners	
Programme Operator:	Ministry of Culture
Donor Programme Partner:	Norwegian Directorate for Cultural Heritage (RA) Arts and Culture Norway (ACN)
IPO:	-
Other Programme Partner(s):	-

Programme Objective	Social and economic development strengthened through cultural cooperation, cultural entrepreneurship and cultural heritage management

PA	Outcome/Output	Expected programme results	Indicator	Disaggregation	Unit of measurement	Source of verification	Frequency of reporting	Baseline values	Baseline year	Target value
PA14	Outcome 1	Cultural heritage management enhanced	Number of jobs created[1]	Gender, Age, Roma	Cumulative number	Work contracts (or equivalent) paid from the project budget	Annually (APR)	0	N/A	40
			Annual number of visitors to supported cultural heritage sites and cultural activities	N/A	Annual number	Attendance sheets; Tickets sold; Photos, Ticketing systems records	Annually (APR)	239,176	2018	298,970[2]
			Number of Roma reached by empowerment measures	Gender	Cumulative number	Project Promoters records Field research reports	Annually (APR)	0	N/A	250

[1] The jobs created refer to the positions newly created by the project, remunerated from its approved budget, corresponding to a normal work schedule (8 hours/day) and a life expectancy of at least one year. In the case of a part-time job, the number of jobs is calculated proportionally by reference to a full-time and 12-month duration (for example: a full-time and 3-month work contract will represent 25% of one job. At the same time, for the civil contracts/ copyright, the duration of the contracts (the number of paid months from the project budget) will be taken into account in order to determine the number of jobs created, regardless of the number of hours worked per day. Persons involved in project implementation who were already employed in the organization at the time of project start-up, will not be considered for this indicator. Disaggregation on gender, age and Roma ethnicity will be monitored during the implementation of the project.

[2] Target value is set to +25% of the baseline value

	Output 1.1	Monuments restored and revitalised	Number of development plans related to built heritage implemented	N/A	Cumulative number	Formal receipt of the plan; Project website	Semi-annually (APR and September IFR)	0	N/A	10
			Number of monuments restored and revitalized	N/A	Cumulative number	Receipt record of restoration works; On-site monitoring; PO's technical experts reports	Semi-annually (APR and September IFR)	0	N/A	10
			Number of professional staff trained on the job[3]	Gender, Roma	Cumulative number	Surveys submitted by project staff	Semi-annually (APR and September IFR)	0	N/A	38
	Output 1.2	lnnovative cultural exhibitions of restored objects supported	Number of new exhibitions displaying restored objects	N/A	Cumulative number	Receipt record of services; On-site monitoring; Photos; Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	8
			Number of objects restored, listed as heritage and made accessible to the public[4]	N/A	Cumulative number	Receipt record of restoration works; Photos	Semi-annually (APR and September IFR)	0	N/A	160
			Number of professional staff trained on the job	Gender, Roma	Cumulative number	Surveys submitted by project staff	Semi-annually (APR and September IFR)	0	N/A	16

[3] Professional staff trained on the job refers to new or improved skills of the staff involved in project implementation acquired through formal or non-formal methods like job shadowing, mentoring, etc. Vocational training of students and apprentices is also included.

[4] The objects to be restored belong to cultural public institutions (museums, libraries, operas etc.). The applicants will be asked to submit a scientific justification to support the need for restoration and the potential of the objects to be listed as cultural heritage.

	Output 1.3	Roma cultural heritage revived	Number of Roma cultural heritage items revived[5]	N/A	Cumulative number	On-site monitoring; Photos; Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	10
			Number of Roma trained in order to revive cultural heritage	Gender	Cumulative number	Surveys submitted by project staff	Semi-annually (APR and September IFR)	0	N/A	140
			Number of Roma supported to showcase traditional crafts	N/A	Cumulative number	On-site monitoring; Photos	Semi-annually (APR and September IFR)	0	N/A	40
			Number of professional staff trained on the job	Gender, Roma	Cumulative number	Surveys submitted by project staff	Semi-annually (APR and September IFR)	0	N/A	5
PA14	Outcome 2	Access to culture increased	Number of jobs created[6]	Gender, Age, Roma	Cumulative number	Work contracts (or equivalent) paid from the project budget	Annually (APR)	0	N/A	77
			Number of people attending cultural activities	N/A	Cumulative number	Attendance sheets, tickets sold, photos, ticketing systems records	Annually (APR)	0	N/A	26,500

[5] Tangible and intangible cultural heritage

[6] The jobs created refer to the positions newly created by the project, remunerated from its approved budget, corresponding to a normal work schedule (8 hours/day) and a life expectancy of at least one year. In the case of a part-time job, the number of jobs is calculated proportionally by reference to a full-time and 12-month duration (for example: a full-time and 3-month work contract will represent 25% of one job. At the same time, for the civil contracts/ copyright, the duration of the contracts (the number of paid months from the project budget) will be taken into account in order to determine the number of jobs created, regardless of the number of hours worked per day. Persons involved in project implementation who were already employed in the organization at the time of project start-up, will not be considered for this indicator. Disaggregation on gender, age and Roma ethnicity will be monitored during the implementation of the project.

			Number of Roma reached by empowerment measures	Gender	Cumulative number	Project Promoters records	Annually (APR)	0	N/A	200
	Output 2.1	Cultural entrepreneurship enhanced	Number of professional staff trained on the job (excluding Roma)	Gender	Cumulative number	Surveys submitted by project staff	Semi-annually (APR and September IFR)	0	N/A	70
			Number of SMEs supported	N/A	Cumulative number	Approved lists of the selected projects; Certificate from the Trade Register	Semi-annually (APR and September IFR)	0	N/A	10
	Output 2.2	Larger audience developed	Number of contemporary art activities supported	N/A	Cumulative number	Artistic fee contracts; Attendance sheets; Tickets sold	Semi-annually (APR and September IFR)	0	N/A	166
			Number of productions related to social, ethnic and cultural minorities, other than Roma	N/A	Cumulative number	Artistic fee contracts; Attendance sheets; Tickets sold	Semi-annually (APR and September IFR)	0	N/A	5
			Number of cultural heritage innovative approaches to audience development supported[7]	N/A	Cumulative number	Service contracts; Photos; Project website	Semi-annually (APR and September IFR)	0	N/A	10
	Output 2.3	Roma cultural initiatives developed	Number of Roma trained on the job	Gender	Cumulative number	Surveys submitted by project staff	Semi-annually (APR and September IFR)	0	N/A	15
			Number of Roma cultural entrepreneurship initiatives supported	N/A	Cumulative number	Contracts	Semi-annually (APR and	0	N/A	5

[7] The innovative aspect will be assessed during the selection process.

							September IFR)			
			Number of Roma contemporary art activities supported	N/A	Cumulative number	Artistic fee contracts; Attendance sheets; Tickets sold	Semi-annually (APR and September IFR)	0	N/A	40
PA14	Bilateral Outcome	Enhanced collaboration between beneficiary and donor state entities involved in the programme	Level of satisfaction with the partnership[8]	N/A	Scale 1-7	Surveys submitted by project staff	Annually (APR)	6.64	2020	4.5[9]
			Level of trust between cooperating entities in Beneficiary States and Donor States[10]	N/A	Scale 1-7	Surveys submitted by project staff	Annually (APR)	6.66	2020	4.5[11]
			Share of cooperating organisations who apply the knowledge acquired from bilateral partnership	N/A	Percentage	Surveys submitted by project staff; Projects budgets	Annually (APR)	N/A	N/A	50 %[12]
	Bilateral Output 1	International cultural cooperation in the field of cultural heritage supported	Projects involving cooperation with a donor project partner in the field of cultural heritage	N/A	Cumulative number	Partnership agreements concluded in relation to the financed projects	Semi-annually (APR and September IFR)	0	N/A	8
	Bilateral Output 2	International cultural cooperation in the field of contemporary arts supported	Projects involving cooperation in contemporary arts with a donor project partner	N/A	Cumulative number	Partnership agreements concluded in relation to the financed projects;	Semi-annually (APR and September IFR)	0	N/A	20

[8] Baseline to be determined when the project starts.
[9] Target is ≥4.5, and an increase on the baseline value
[10] Baseline to be determined when the project starts.
[11] Target is ≥4.5, and an increase on the baseline value
[12] Target is minimum 50%

						Organizations activity reports				

Conditions

General

1. At least 10% 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.

2. The Programme Operator shall ensure 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, in accordance with the applicable Romanian public procurement legislation.

3. For Outcome 1 indicator "Annual number of visitors to supported cultural heritage sites and cultural activities" where the baseline value is "to be determined" (TBD), the Programme Operator shall submit to the FMO for approval the baseline value, together with a description of the data collection method used, no later than 3 months after the finalisation of the selection of the relevant projects. The updated baseline value shall be agreed upon through a modification of the programme agreement.

4. The maximum level of funding available from the total eligible expenditure of the programme for infrastructure (hard measures) shall be 60%.

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.

Pre-eligibility

Not applicable

Pre-payment

Not applicable

Pre-completion

Not applicable

Post-completion

Not applicable

Eligibility of costs - period	**First date**	**Final date**
Eligibility of costs	14/10/2016	30/04/2025
Grant rate and co-financing		
Programme eligible expenditure (€)		€ 29,956,471
Programme grant rate (%)		85.00 %
Maximum amount of Programme grant - EEA Financial Mechanism (€)		€ 25,463,000
Maximum amount of Programme grant - Norwegian Financial Mechanism (€)		-
Maximum amount of Programme grant - Total (€)		€ 25,463,000

PA	Budget Heading	EEA Grants	Total grant	Programme grant rate	Programme co-financing	Programme eligible expenditure	Advance payment
PA14	Programme management	€ 2,274,750	€ 2,274,750	85.00 %	€ 401,426	€ 2,676,176	€ 699,088
PA14	Outcome 1 (EEA Grants)	€ 15,386,403	€ 15,386,403	85.00 %	€ 2,715,248	€ 18,101,651	€ 0
PA14	Outcome 2 (EEA Grants)	€ 7,801,847	€ 7,801,847	85.00 %	€ 1,376,797	€ 9,178,644	€ 0
Total		**€ 25,463,000**	**€ 25,463,000**	**85.00 %**	**€ 4,493,471**	**€ 29,956,471**	**€ 699,088**

Retention of management costs	
Retention of management costs - Percentage of the management costs	10.00 %
Retention of management costs - Planned Euro value	€ 267,618

Cultural Entrepreneurship, Cultural heritage and Cultural Exchange

Operational rules (Annex II)

1. **Programme summary**

This Annex sets out the operational rules for the program. The program agreement is based on the MoU, the concept note and comments made by the FMC. Commitments, statements and guarantees, explicit as well as implicit, made in the concept note, are binding for the National Focal Point and the Programme Operator unless otherwise explicitly stipulated in the annexes to this programme agreement.

The Programme Operator is the Ministry of Culture. The Norwegian Directorate of Cultural Heritage (RA) and the Arts and Culture Norway (ACN) are the Donor Programme Partners (DPPs).

The programme shall support the outcome “cultural heritage management enhanced” by way of two calls for proposals and one pre-defined project. Projects selected under this outcome shall address the need of restoring cultural heritage in an innovative way and in particular through promoting new, participatory governance models. Special emphasis will be placed on the utilization of restored cultural monuments and objects, with the aim of sustaining and developing employment and attracting new forms of sustainable tourism. A pre-defined project aimed at reviving and documenting Roma cultural heritage shall be implemented by "Dimitrie Gusti" National Village Museum (Romania) in partnership with Anno Museum (Norway).

The programme shall support the outcome “access to culture increased” by way of four calls for proposals. Projects selected under this outcome shall focus on increasing the audience for cultural activities, stimulating entrepreneurial skills with a view to increasing employment and ‘on the job’ training for staff of cultural players. A dedicated call supporting projects aimed at the development of Roma cultural initiatives shall be included.

2. Eligibility

2.1 Eligible applicants:

The rules on eligibility of applicants and project partners are set in Article 7.2 of the Regulation. In accordance with Article 7.2.4, the following entities shall be eligible:

Call# Outcome# Output(s)#	Eligible applicants (Project Promoters)	Eligible partners from Romania	Eligible partners from the Donor States
Call 1 Outcome 1, Output 1.1	a) Public institutions, b) NGOs, and c) SMEs that own or control monuments	a) NGOs whose activity (according to their legal documents) is, inter alia, in the cultural and creative sectors as defined in Regulation (EU) No 1295/2013 and have been established for at least 2 years. b) SMEs whose economic activity (according their legal documents) is, inter alia, in the cultural and creative sectors as defined in Regulation (EU) No 1295/2013	In accordance with Article 7.2 of the Regulation

		and have been established for at least 2 years. c) Public cultural institutions	
Call 2 Outcome 1, Output 1.2	Public cultural institutions that own or control cultural objects	a) NGOs whose activity (according to their legal documents) is, inter alia, in the cultural and creative sectors as defined in Regulation (EU) No 1295/2013 and have been established for at least 2 years. b) SMEs whose economic activity (according their legal documents) is, inter alia, in the cultural and creative sectors as defined in Regulation (EU) No 1295/2013 and have been established for at least 2 years. c) Public cultural institutions d) Research and education institutions	In accordance with Article 7.2 of the Regulation
Call 3 Outcome 1, Output 1.3 modality changed to pre-defined project	"Dimitrie Gusti" National Village Museum	N/A	Anno Museum (Norway)
Calls 4, 5, 6 Outcome 2 Outputs 2.1, 2.2	a) Public cultural institutions, b) NGOs whose activity (according to their legal documents) is, inter alia, in the cultural and creative sectors as defined in Regulation (EU) No 1295/2013 and have been established for at least 2 years. c) SMEs whose economic activity (according their legal documents) is, inter alia, in the cultural and creative sectors as defined in Regulation (EU) No	Any public or private entity, commercial or non-commercial, as well as non-governmental organisations established as a legal person in Romania and whose activity (according their legal documents) is, inter alia, in the cultural and creative sectors as defined in Regulation (EU) No 1295/2013	Any public or private entity, commercial or no commercial, as well as non-governmental organisations established as a legal person in one of the Donor States and whose principal activity is in the cultural and creative sectors as defined in Regulation (EU) No 1295/2013.

	1295/2013 and have been established for at least 2 years		
Call 7 Outcome 2 Output 2.3	a) NGOs and commercial enterprises whose activity (according to their legal documents) is, inter alia, in the cultural and creative sectors as defined in Regulation (EU) No 1295/2013 and have been established for at least two years, b) Public institutions whose main activity promotes Roma inclusion/culture, c) Public cultural institutions, d) Public or private research and education institutions.	a) NGOs and commercial enterprises whose activity (according to their legal documents) is, inter alia, in the cultural and creative sectors as defined in Regulation (EU) No 1295/2013 and have been established for at least two years, b) Public institutions whose main activity promotes Roma inclusion/culture, c) Public cultural institutions, d) Public or private research and education institutions, e) NGOs active in the education/social/advocacy field.	In accordance with Article 7.2 of the Regulation

Within Call 1, if the project promoter is a public institution, then partnership with an NGO or an SME established in Romania is mandatory.

Natural persons shall not be eligible project promoters or project partners under any of the calls for proposals.

2.2 Special rules on eligibility of costs:

Chapter 8 of the Regulation contains the rules on eligibility of costs. The following limitations shall apply:

In accordance with Article 8.3.3 of the Regulation, the cost for purchase of real estate and land shall not be eligible.

In accordance with Article 8.5.4 of the Regulation, the indirect costs of entities from Romania acting as project promoters or project partners shall be calculated in accordance with Article 8.5.1(c) of the Regulation.

3. Bilateral relations

3.1 Bilateral relations

The Programme shall contribute to strengthening bilateral relations between Romania and the Donor States.

The PO shall organize at least two matchmaking events in Romania with the aim of increasing awareness of the programme among potential project partners from the Donor States. The DPPs shall assist in the identification of potential partners to be invited to these events. Matchmaking events shall take place at least two months before the deadline for submission of applications under calls for proposals 1, 2 and 4.

The further use of the funds for bilateral relations allocated to the programme shall be agreed in the Cooperation Committee.

4. Selection of projects and financial parameters

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

Call# Outcome# Output(s)#	Call timing	Total available amount (minimum)	Maximum / Minimum grant applied for
Call 1 Outcome 1 Output 1.1	2019	€ 19,148~~501~~,000~~176~~	€ 2,000,000 / € 200,000
Call 2 Outcome 1 Output 1.2	2019	€ 1,156~~285~~,996~~000~~	€ 130,000 / € 50,000
Call 3 Outcome 1 Output 1.3 (modality changed to pre-defined project)	N/A	N/A	N/A
Calls 4, 5, 6 Outcome 2 Outputs 2.1, 2.2	2019 (call 4)	€ 2,233~~427~~,727~~458~~	€ 200,000 / € 50,000
	2020 (call 5)	€ 2,072,542	
	2021 (call 6)	€ ~~32~~,311~~600~~,235~~000~~	
Call 7 Outcome 2 Output 2.3	2021	€ 2,000,000	€ 200,000 / € 50,000

"Amounts uncommitted following one call may be transferred to subsequent calls under the same outcome."

4.2 Selection procedures:
The selection procedure shall ensure that no less than 30% of the total value of the grants awarded as a result of calls 1 and 2 is awarded to projects with a partner from the Donor States.

The selection procedure shall ensure that no less than 50% of the total value of the grants awarded as a result of calls 4, 5 and 6 is awarded to projects with a partner from the Donor States.

Applications submitted under all calls for proposals for shall be assessed in accordance with Article 7.4 of the Regulation. All applications that pass the administrative and eligibility verification, shall be subject to a technical and financial evaluation by independent experts contracted by the PO. The experts shall evaluate the projects against the selection criteria announced with the call for proposals. The result of the expert evaluation shall be a ranking list that forms the basis of the Selection Committee's discussion. Grants shall be awarded to projects on the basis of a ranking list (including reserve list) approved by the Selection Committee. In case the Programme Operator modifies the final ranking list approved by the Selection Committee, it shall inform the applicants affected, the Selection Committee, the DPPs and the FMO and provide a justification for the modifications. The Donor Programme Partners shall be invited to attend the meetings of the Selection Committee as observers.

4.3 Project grant rate:
Grants to all projects from the programme may be up to 100% of total eligible expenditure of the project. This also applies in the case of projects where the Project Promoter is an NGO, as defined in Article 1.6 of the Regulation, where a waiver pursuant to Article 14.5 of the Regulation is granted for the co-financing requirements set in Article 6.4.3 of the Regulation.

Pursuant to Article 6.4.5 of the Regulation, for projects where the Project Promoter is an NGO, as defined in Article 1.6 of the Regulation, and co-financing is provided, in-kind contribution in the form of voluntary work may constitute up to 100% of the co-financing. The project grant rate shall in all cases be set at a level that complies with the State Aid rules in force and takes into account any and all other forms of public support granted to projects. Any remaining costs of the project shall be provided or obtained by the Project Promoter or Project Partner(s), as agreed in the Partnership Agreement.

5. Additional mechanisms within the Programme
5.1 Pre-defined projects
The programme shall support one pre-defined project under outcome 1, output 1.3, replacing open call 3.

1) "ROM(a)NOR Interferences"

Project Promoter:	"Dimitrie Gusti" National Village Museum
Donor project partner(s):	Anno Museum
Total maximum eligible costs:	€ 1,357,795
Project grant rate:	100.00 %
Maximum project grant amount:	€ 1,357,795
Estimated duration:	24 months

Expected outcomes: Cultural heritage management enhanced (Roma cultural heritage revived) and Enhanced collaboration between Beneficiary and Donor States entities involved in the programme.

Project objective: the promotion, capitalisation and revival of the Roma cultural heritage, through museology and social inclusion, in order to improve the situation of the Roma population

The project shall deliver the following results:

- field research reports focused on Roma cultural heritage,
- one original Roma homestead restored and revitalized in one of the most visited museums in Romania,
- one permanent exhibition composed of 200 restored tangible cultural goods and one permanent photo exhibition with over 40 archive pictures digitally coloured,
- four innovative AR and VR apps focused on Roma intangible cultural heritage,
- two fairs of selling products of a minimum of 30 Roma craftsmen,
- two debate sessions on creative industries and their capitalization through entrepreneurship (60 participants from Romania and Norway),
- vocational and professional training courses for a number of minimum 100 Roma people in order to revive cultural heritage and empower them,
- one exhibition of photographs and cultural goods organized in Norway,
- 25% increase of the annual number of visitors through the new exhibit and the project's cultural activities.

5.2 Financial Instruments

Not applicable

6. Programme Management

6.1 Payment flows

The Programme Operator shall ensure that funds are available for payments to projects in a timely manner. Payments of the project grant shall take the form of advance payments, interim payments and final payments. The maximum level of advance payment to Project Promoters shall be linked to the project duration as follows:

Project Implementation Duration	First Advance Payment	Interim Payments	Final Payment (private entities)
≤12 months	70%	20-30%	10%
12 - 18 months	50%	40-50%	10%
≥18 months	30%	60-70%	10%

An advance payment of a percentage of the total grant amount shall be paid within 30 calendar days upon submission of a request after signature of the project contract. The interim payments shall be paid within 30 calendar days after the approval of Project Interim Reports. Upon approval of the final project report a final payment, if applicable, shall be made within 30 calendar days.

6.2 Verification of payment claims

The verification of the reported incurred expenditure and payment claims of the Project Promoters shall be conducted by the Programme Operator. The verifications to be carried out by the Programme Operator shall cover administrative, financial, technical and physical aspects of project.

The Programme Operator Verification division will verify that the expenditures declared by the Projects Promoters have actually been incurred and comply with the Regulation, the programme agreement and the applicable national and European Union law. The Programme Operator will use sampling methods in order to verify a reasonable percentage of the incurred expenditure. The Financial experts will verify the expenditures declared are consistent with the corresponding proof of expenditures.

In the case of projects, including infrastructure investments technical experts will verify if the restoration documentation complies with national legislation requirements.

The frequency of interim reporting to the Programme Operator shall be linked to the project duration and determined in the project contract.

The detailed procedure for verification of expenditure, periodicity of reporting periods, and deadlines for reporting will further be detailed in the description of the Programme Operator's management and control systems.

6.3 Monitoring and reporting

The Programme Operator shall monitor, record and report on projects' progress towards the Programme's outcomes in accordance with the provisions contained in the legal framework. The Programme Operator shall ensure that suitable and sufficient monitoring and reporting arrangements are made with the project promoters in order to enable the Programme Operator and the NFP to meet its obligations to the Donor States.

When reporting on progress achieved in Annual and Final Programme Reports, the Programme Operator shall disaggregate results achieved by, inter alia, gender, age and participation of Roma population, as appropriate and in accordance with instructions and templates received from the FMO.

6.4 Programme administrative structures

In addition to the allocation to programme management set in the detailed budget table contained in Annex 1 to this Programme Agreement, the PO may allocate further funds to support the implementation of the programme. The Donor States shall bear no responsibility for such further funds and the Programme Operator's responsibilities, as described in this Programme Agreement and the legal framework governing the EEA Financial Mechanism 2014-2021, shall in no way be affected by the availability of such further funds.

7. Communication

The Programme Operator shall comply with Article 3.3 of the Regulation, the Information and Communication Requirements in Annex 3 of the Regulation and the Communication plan for the programme.

8. Miscellaneous

Not applicable