EEA Financial Mechanism 2014-2021

Norwegian Financial Mechanism 2014-2021

# PROGRAMME AGREEMENT

between

The Financial Mechanism Committee and the Norwegian Ministry of Foreign Affairs

Hereinafter referred to as the “Donors”

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 “Research”

hereinafter referred to as the “Programme”

## Chapter 1
## Scope, Legal Framework, and Definitions

### Article 1.1
### Scope

This programme agreement between the Donors 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 and the Norwegian Financial Mechanisms 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 and Norwegian Financial Mechanisms 2014-2021:

(a) the Agreement between the Kingdom of Norway and the European Union on the Norwegian Financial Mechanism 2014-2021 (hereinafter referred to as the "Agreement") and Protocol 38c to the EEA Agreement on the EEA Financial Mechanism 2014-2021 (hereinafter referred to as "Protocol 38c";

(b) the Regulation on the implementation of the EEA Financial Mechanism 2014-2021 and the Regulation on the implementation of the Norwegian Financial Mechanism 2014-2021 (hereinafter referred to as the "Regulations") issued by the Financial Mechanism Committee in accordance with Article 10(5) of Protocol 38c and by the Norwegian Ministry of Foreign Affairs in accordance with Article 10(5) of the Agreement;

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

(d) any guidelines adopted by the Donors in accordance with the Regulations.

2. In case of an inconsistency between this programme agreement and the Regulations, the Regulations 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 Regulations, 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 Regulations.

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 and Norwegian Financial Mechanisms 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 Regulations 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 Regulations, 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 Donors 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. The Programme is supported by grants from both the EEA and the Norwegian Financial Mechanism. Nevertheless, this programme agreement may contain provisions applicable only to the support from the EEA Financial Mechanism and/or provisions applicable only to the support from the Norwegian Financial Mechanism.

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

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

(b) contain a breakdown between the support from the EEA Financial Mechanism and the Norwegian Financial Mechanism;

(c) 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 Donors with reference to paragraph 2 of Article 6.3 of the Regulations. 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 Regulations 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 Donors 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 Regulations as well as statistical reporting in accordance with guidelines adopted by the Donors.

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 Regulations 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 Donors.

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 Donors, the National Focal Point shall consult the Donors before such modifications take effect.

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

Article 2.10
Communication

1. All communication to the Donors 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 Donors 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 Donors 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 Donors 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 Regulations and this programme agreement.

2. Eligibility of project promoters and project partners is stipulated in Article 7.2 of the Regulations 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 Regulations.

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 Regulations.

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 Regulations. 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 Regulations.

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 Regulations.

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 Regulations, 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 Regulations, 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 Regulations and fall within the categories and fulfil the conditions of direct eligible expenditure set in Article 8.3 of the Regulations, the conditions regarding the use of standard scales of unit costs set in Article 8.4 of the Regulations as well as indirect costs in accordance with Article 8.5 of the Regulations.

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

4. 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 Regulations.

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 Regulations 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 Regulations.

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 Regulations.

5. Chapter 9 of the Regulations 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 and Norwegian Financial Mechanisms 2014-2021 to the Programme in accordance with Article 9.8 of the Regulations.

Article 4.5
Irregularities, suspension and reimbursements

The Donors have the right to make use of the remedies provided in the Regulations, 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 Regulations 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 Donors 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 Donors 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 Regulations or a decision to suspend payments according to paragraph 1(h) of Article 13.1 of the Regulations has not been lifted within 6 months of such a decision;

(b) a suspension of payments according to Article 13.1 of the Regulations, 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 Regulations 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 Donors, 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 Donors to make use of the remedies provided in Chapter 13 of the Regulations.

Article 5.3
Waiver of responsibility

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

3. The Donors do 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 Donors 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 Donors, the NMFA, 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.

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.

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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 02/01/2018 | Signed in ..... on 15/01/2018 |
| ..... | ..... |

**Annex I to the Programme Agreement**

| Programme Operators and Partners | |
|---|---|
| Programme Operator: | Executive Agency for Higher Education, Research, Development and Innovation Funding (UEFISCDI) |
| Donor Programme Partner: | Icelandic Centre for Research (RANNIS)<br>Research Council of Norway (RCN) |
| IPO: | - |
| Other Programme Partner(s): | - |

| **Programme Objective** | Enhanced research-based knowledge development |
|---|---|

| PA | Outcome/Output | Expected programme results | Indicator | Disaggregation | Unit of measurement | Source of verification | Frequency of reporting | Baseline values | Baseline year | Target value |
|---|---|---|---|---|---|---|---|---|---|---|
| PA02 | Outcome 1 | Enhanced performance of Romanian research internationally | Number of joint applications for further funding | Financial Mechanism, Funding source (applied for) | Cumulative number | Proof of applications submission from the funding body | Annually (APR) | 0 | N/A | 10 |
| | | | Number of peer-reviewed scientific publications submitted[1] | Financial Mechanism, Type of scientific publication | Cumulative number | Submission confirmation from editorial board | Annually (APR) | 0 | N/A | 100 |
| | | | Number of joint, peer-reviewed scientific publications submitted[2] | Financial Mechanism, Type of scientific publication | Cumulative number | Submission confirmation from editorial board | Annually (APR) | 0 | N/A | 50 |
| | | | Number of jobs created | Financial Mechanism | Cumulative number | Project records | Semi-annually (APR and | 0 | N/A | 80 |

[1] Gold Open Access, pending Open Access, other
[2] Gold Open Access, pending Open Access, other

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | September IFR) | | | |
| | | | Number of joint registered applications for Intellectual Property Protection | Financial Mechanism | Cumulative number | Proof of submission and register number from IP office | Annually (APR) | 0 | N/A | 7 |
| | Output 1.1 | Production of new research facilitated | Number of researchers supported | Financial Mechanism, Gender | Cumulative number | Project promoters' records | Semi-annually (APR and September IFR) | 0 | N/A | 650 |
| | | | Number of bilateral institutional partnerships between Donor States and Romanian entities | N/A | Cumulative number | Copies of partnership agreements | Semi-annually (APR and September IFR) | 0 | N/A | 110 |
| | | | Number of Donor States research groups involved in projects | N/A | Cumulative number | Project Promoters' records | Semi-annually (APR and September IFR) | 0 | N/A | 50 |
| | | | Number of European Research Council (ERC) applications sent by candidates supported by the small grants scheme | N/A | Cumulative number | Proof of applications submission from the funding body | Semi-annually (APR and September IFR) | 0 | N/A | 1 |
| | | | Number of (pro) Roma organisations involved in projects | N/A | Cumulative number | Project promoters' records | Semi-annually (APR and September IFR) | 0 | N/A | 4 |
| | Output 1.2 | Links between research institutions and companies developed | Number of signed collaborative links between research organisations and companies involved in the programme[3] | N/A | Cumulative number | Copies of agreements | Semi-annually (APR and September IFR) | 0 | N/A | 70 |
| PA02 | Bilateral Outcome | Enhanced collaboration | Level of satisfaction with the partnership | N/A | Scale 1-7 | Survey results | Annually (APR) | 6.8 | 2020 | 6[4] |

[3] Collaborative links are described in more detail here: http://ec.europa.eu/transparency/regdoc/rep/2/2005/EN/2-2005-725-EN-1-0.Pdf p 27

[4] And an increase on the baseline

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | between beneficiary and donor state entities involved in the programme | Level of trust between cooperating entities in Beneficiary States and Donor States | N/A | Scale 1-7 | Survey results | Annually (APR) | 6.83 | 2020 | 6[5] |
| | | | Share of cooperating organisations that apply the knowledge acquired from bilateral partnership | N/A | Percentage | Survey results | Annually (APR) | N/A | 2018 | 80 %[6] |
| | Bilateral Output 1 | Cooperation between beneficiary and donor state entities supported | Number of projects involving the cooperation of a donor project partner | N/A | Cumulative number | Copies of contracts concluded with Project Promoters, Partnership agreements between Project Promoters and project partners | Semi-annually (APR and September IFR) | 0 | N/A | 41 |

[5] And an increase on the baseline
[6] And an increase on the baseline

## Conditions

General

The NFP shall ensure that the Programme Operator ensures that synergies with the programmes 'Business Development, Innovation and SME's', 'Education, Scholarship, Apprenticeships and Youth Entrepreneurship', 'Renewable Energy, Energy Efficiency, Energy Security' and 'Local Development and Poverty Reduction, Enhanced Roma Inclusion' are further elaborated and opened up for in the calls for proposals, during implementation of the programmes, and in the dissemination phase of results ofthe Research programme.

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 (€) | | € 55,529,412 |
| Programme grant rate (%) | | 85.00 % |
| Maximum amount of Programme grant - EEA Financial Mechanism (€) | | € 19,800,000 |
| Maximum amount of Programme grant - Norwegian Financial Mechanism (€) | | € 27,400,000 |
| Maximum amount of Programme grant - Total (€) | | € 47,200,000 |

| PA | Budget Heading | EEA Grants | Norway Grants | Total grant | Programme grant rate | Programme co-financing | Programme eligible expenditure | Advance payment |
|---|---|---|---|---|---|---|---|---|
| PA02 | Programme management | € 1,134,375 | € 1,890,625 | € 3,025,000 | 85.00 % | € 533,824 | € 3,558,824 | € 302,500 |
| PA02 | Outcome 1 (EEA Grants) | € 18,665,625 | | € 18,665,625 | 85.00 % | € 3,293,934 | € 21,959,559 | € 0 |
| PA02 | Outcome 1 (Norway Grants) | | € 25,509,375 | € 25,509,375 | 85.00 % | € 4,501,654 | € 30,011,029 | € 0 |
| **Total** | | **€ 19,800,000** | **€ 27,400,000** | **€ 47,200,000** | **85.00 %** | **€ 8,329,412** | **€ 55,529,412** | **€ 302,500** |

| Retention of management costs | |
|---|---|
| Retention of management costs - Percentage of the management costs | 10.00 % |
| Retention of management costs - Planned Euro value | € 355,882 |

# Research

## Operational rules (Annex II)

1. **Programme summary**

This Annex sets out the operational rules for the programme. The programme agreement is based on the MoU, the concept note and comments made by the Donors. 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 Executive Agency for Higher Education, Research, Development and Innovation Funding (UEFISCDI). The Research Council of Norway (RCN) and the Icelandic Centre for Research (RANNIS) are the Donor Programme Partners (DPPs).

The programme shall support the outcome "enhanced performance of Romanian research internationally," by way of two calls for proposals and one small grant scheme (SGS).

One call for proposals shall be launched under the EEA Financial Mechanism 2014-2021 and a separate call for proposals shall be launched under the Norwegian Financial Mechanism 2014-2021.

The following shall apply to both calls for proposals:

- Both calls shall support collaborative research projects in basic and applied research (hereafter 'research projects').
- Research projects within each of the following thematic areas shall receive grants: energy; environment; health; social sciences and humanities, including gender studies and social inclusion studies; ICT; biotechnology.

In accordance with the Guideline for Research Programmes, the programme shall follow the principles and practice of the European framework programmes (i.e. Horizon 2020 and to Horizon Europe) and the international best practice for research and innovation. The programme will pay particular attention to the implementation of principles and provisions on Open Science.

Applications under each thematic area shall fall within one or more of the following key topics:

A. Energy:

I . Innovative materials and technologies for energy storage;

2. Energy efficiency within the process of generation, transmission, smart grids distribution and at the consumer/end user;

3. Eco-friendly environmental technologies for energy production/generation;

4. Energy sources - diversification/balance;

5. Carbon capture and storage (mandatory key topic under the Norwegian Financial Mechanism call for proposals for research projects. The Programme Operator may, further to a recommendation of the Programme Committee, include this key topic within the EEA Financial Mechanism call for proposals for research projects).

B. Environment:

l. Management of emerging pollutants in aquatic systems (impact, remediation and recycling techniques) to improve ecosystem services of water resources and wetlands;

2. Ecosystems monitoring, affected by climate change, management of biodiversity, biosafety, protection and ecological restoration;

3. Environmental impact and risk assessment of the modern, new and emerging technologies and products (can include also climate change);

4. Resources, technologies and tools for circular economy;

5. Research on the climate changes and/or extreme natural phenomenon impact on natural and anthropogenic systems.

C. Health:

1. Developing patient-centred strategies to fight cancer;

2. Translational medicine in regenerative medicine, neurodegenerative and rare diseases;

3. Improving public health by implementing evidence-based preventive strategies;

4. Roma inclusion and empowerment.

D. Social Sciences and humanities, including gender studies and social inclusion studies:

l. Migration, mobility, diaspora;

2. Participative democracy, social and cultural innovation, economic growth;

3. Cosmopolitanism and nationalism;

4. Social and economic inclusion of disadvantages groups;

5. Digitization and accessibility of the cultural heritage;

6. Roma inclusion and empowerment.

E. ICT:

l. Cyber security, personal data protection, protection of critical infrastructures and services;

2. Technologies, instruments and methods for software development artificial intelligence (AI) & cloud computing;

3. Advanced robotics, mechatronics and additive manufacturing technologies (3D printing, bio-printing);

4. Technologies and applications of Big Data and/or Internet of things (IoT) for public administration, education. agriculture, health. banking etc.

F. Biotechnology:

l. Biotechnology for agriculture, aquaculture, forestry and biomass production;

2. Industrial and food biotechnology;

3. Biotechnology for health, medicine and related industries;

4. Integrated environmental biotechnology.

Further to a recommendation of the Programme Committee, the Programme Operator may add additional key topics in the call for proposals.

- The Programme Committee and the Programme Operator shall ensure that in selecting projects to be funded under the key topic 'Social Sciences and humanities, including gender studies and social inclusion studies', gender studies and social inclusion studies are reflected in the final list of projects receiving funding.
- No less than 10% of the total eligible expenditure of the programme shall be dedicated to projects falling primarily within the key topic 'Roma inclusion and empowerment'. Projects shall be considered as falling primarily under the key topic 'Roma inclusion and empowerment' when the project's focus is on understanding and improving the situation of the Roma population and the project includes specific research questions relevant for improving the situation of the Roma population. Project applicants shall be required to involve and engage (pro) Roma organisations in formulating relevant research questions to be included in the project application and to consult such organisations during the project's implementation.
- Research projects shall include dedicated action exploring the potential for further joint applications between partners from Romania and the Donor State(s) to EU framework programme calls and other international funding sources. The final project report shall describe the results of this action and, where relevant, present a plan for the further planning and preparation of joint applications.

The SGS shall be launched under the Norwegian Financial Mechanism 2014-2021 and shall provide support to Romanian candidates and their Romanian institutions who have received a favourable rating from the European Research Council (ERC) evaluation (score B in the first or second stage) but have not succeeded in obtaining a grant. The support will target the necessary improvement of applications allowing them to be resubmitted. This shall be achieved, inter alia, through study visits with relevant ERC grantees. Funding for measures to support the candidate's institution in promoting information about the application process in order to increase the number of applicants from Romania shall also be provided.

**2. Eligibility**

*2.1 Eligible applicants:*

The provisions of Chapter 8 of the Guideline for Research Programmes contain the rules on eligibility of applicants and project partners. The following limitations to these provisions shall be placed:

| | **Eligible applicants (Project Promoters)** | **Eligible partners** |
|---|---|---|
| Norwegian Financial Mechanism call for proposals for research projects | Research organisations, as defined in the EU Framework for State aid for research and development and innovation (2014/C l98/01), established in Romania | Research organisations, as defined in the EU Framework for State aid for research and development and innovation (2014/C 198/01) and companies established in Romania and Norway. Research organisations from third countries are eligible partners, but cannot receive funding from the project grant |
| EEA Financial Mechanism | | Research organisations, as defined in the EU Framework for State aid for research and development and innovation (2014/C 198/01) and companies |

| | Eligible applicants (Project Promoters) | Eligible partners |
|---|---|---|
| call for proposals for research projects | | established in Romania, Norway, Iceland and Liechtenstein. Research organisations from third countries are eligible partners, but cannot receive funding from the project grant |
| Small Grant Scheme: | Romanian institutions representing Romanian candidates who have received a favourable rating from a previous ERC evaluation (minimum score B in the first or second stage) but have not succeeded in obtaining an ERC grant. | N/A |

Partnership with entities from the relevant Donor State(s) is mandatory within all research projects selected under the two 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 exceptions are made:

- The purchase of real estate and/or land shall not be eligible.
- Article 10.8 of the Guideline for Research Programmes concerning indirect costs shall apply in the case of research projects. Alternatively, Norwegian entities classified as 'Research Institutes' may use standard scales of unit costs in accordance with Article 8.4.1 (b) of the Regulation. According to the Research Council of Norway's procedure for 'Payroll and indirect costs', the Norwegian entities classed as 'Research Institutes' calculate the payroll and indirect costs together, as hourly rates for the staff participating in a project. The RCN will facilitate the verification of conformity of standard scales of unit costs used by the project participants.
- Only costs incurred by project promoters and project partners from Romania and/or the relevant Donor State(s) shall be eligible.

**3. Bilateral relations**
*3.1 Bilateral relations*
The programme shall strengthen bilateral relations through collaborative research projects between entities in Romania and the Donor State(s).

The Programme Operator shall facilitate the search for partners at project level and the development of partnerships prior to or during the preparation of a project application for a research project. Measures shall include the organisation of an info-day, the financing of preparatory visits, participation in contact/matchmaking seminars, participation in pre-projects meetings and other activities that clearly demonstrate a contribution to strengthened bilateral relations.

The Programme Operator shall organise up to four training sessions addressed to ERC candidates supported under the SGS and new potential candidates for ERC calls with their host institution in Romania, with participation of ERC grantees from the Donor States.

Subject to the availability of funds, the Programme Operator shall:

- Organise up to six study visits (networking and exchange activities aimed at stengthening cooperation and exchanging experience and best practices between the Programme Operator and the DPPs).

- Organise up to six workshops of common interest on thematic areas aiming to share results of the research projects and transfer knowledge, technology and best practice, and to increase capacity building in research.

The use of the funds for bilateral relations allocated to the programme shall be agreed with the Research Council of Norway and, in respect of the EEA Financial Mechanism, the Icelandic Centre for Research.

The Programme Operator may apply for funds from the Joint Committee for Bilateral Funds to support the activities listed above, provided that such activities are eligible under the fund for bilateral relations.

**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 timing** | **Total available amount (minimum)** | **Maximum / Minimum grant applied for** |
|---|---|---|---|
| EEA Financial Mechanism call for proposals for research projects | 2018 | € 21,959,559 | € 1,500,000 / € 500,000 |
| Norwegian Financial Mechanism call for proposals for research projects | 2019 | € 29,961,029 | € 1,200,000 / € 500,000 |
| Norwegian Financial Mechanism Small Grant Scheme | Once in 2019 | € 50,000 | € 50,000 / € 5,000 |

*4.2 Selection procedures:*

Applications submitted under the Norwegian Financial Mechanism call for proposals for research projects and the EEA Financial Mechanism call for proposals for research projects shall follow the selection procedure described in the Guideline for Research Programmes.

Proposals for research projects shall be selected and grants awarded on the basis of the following selection criteria, and any additional criteria specified in the calls for proposal:

a) Scientific and/or technical excellence;

b) Relevance in relation to the objective and priorities of the research programme;

c) Quality and efficiency of the implementation and management, including quality and implementation capacity of the applicants and contribution to capacity and competence building;

d) The potential impact through the development, dissemination and use of project results.

Project applications submitted under thematic area ‘Energy’, key topic ‘Carbon capture and storage’ shall be prioritised under the Norwegian Financial Mechanism call for proposals for research projects.

The selection criteria and the procedure for the award of grants in respect of applications submitted under the thematic area 'Health' and the thematic area 'Social Sciences and humanities, including gender studies and social inclusion studies' shall be designed so as to ensure that no less than 10% of the eligible expenditure of the programme is dedicated to projects falling within the key topic 'Roma inclusion and empowerment.'

The selection criteria and the procedure for the award of grants in respect of applications submitted under the thematic area 'Social Sciences and humanities, including gender studies and social inclusion studies' shall be designed so as to ensure that gender studies and social inclusion studies are reflected in the final list of projects receiving funding.

Applications submitted under the Small Grant Scheme shall be assessed as follows:

The selection process will be based on the potential of the applicant in reworking and resubmitting an improved ERC application. The ERC application and the ERC evaluation of the application will make up the core of the application, accompanied by motivation letter and an acceptance letter of the ERC grantee institution submitted by the applicant.

The selection process consists of:

(1) Eligibility check of the application, carried out by the Programme Operator. This shall, inter alia, confirm the eligibility of the applicant and the performance of the candidate in a previous ERC call (minimum score B in the first or second stage). Applicants whose applications are rejected at this stage shall be informed and given a reasonable time to appeal that decision.

(2) Quality appraisal of the application by the Programme Committee. Each application that passed the eligibility check shall be reviewed by the Programme Committee. The Programme Committee shall assess each proposal on the basis of the candidate's scientific performance, and his or her potential to improve the subsequent ERC application, and the candidate's institution's proposal to promote information about the ERC application process in order to increase the number of applicants from Romania. A final list consisting of projects recommended for funding within the available budget of the SGS call, will be drawn up by the Programme Committee.

(3) Final decision on the award of grants by the Programme Operator. The Programme Operator shall make the final decision on the basis of the final list of applications recommended for funding by the Programme Committee.

After the selection procedure is complete, information of the results and the decision on the award of grants will be communicated to all applicants and published online.

*4.3 Project grant rate:*

Grants to all projects from the programme may be up to 100% of total eligible expenditure of the project. 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. The remaining costs of the project shall be provided or obtained by the Project Promoter.

## 5. Additional mechanisms within the Programme

*5.1 Pre-defined projects*

Not applicable

*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.

An advance payment of a percentage of the total grant amount shall be made upon signature of the contract between the Programme Operator and the Project Promoter.

The rate of the advance payment and the frequency of submission of interim payment requests shall in all cases ensure positive cash flow and appropriate provisions shall be set in the project contract and the partnership agreement.

The number of interim payments will depend on the project duration and the pre-defined reporting periods. lnterim payments shall be paid after the approval of Project Interim Reports.

The first advance payment shall be paid to the projects within 15 calendar days following the Project promoter request after the signature of the contract. Interim payments shall be paid within 15 calendar days after the Programme Operator's approval. Upon approval of the final project report a final payment shall be made within 15 calendar days.

All relevant rules on financial reporting, payment flows and proof of expenditure contained in the Regulation and the Guideline for Research Programmes shall be complied with.

*6.2 Verification of payment claims*

Project Promoters shall submit annual and final reports containing information on payment request and incurred expenditure. The Programme Operator will control the eligibility of expenditure under payment claim verification procedures following chapter 8 of the Regulation and Guideline for Research Programmes.

The Programme Operator's verification of payment claims comprises administrative verifications (desk checks) and on the spot verifications. As part of payment claim verification, the Programme Operator shall carry out on-the-spot checks to account for reported incurred expenditure in Projects. During the on the spot verifications proof of expenditure shall be verified.

The procedure for verification of proof of expenditure in SGS shall be based on sampling methods.

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

Requirements for the submission of proof of expenditure contained in the Regulation and the Guideline for Research Programmes shall be complied with. Where proof of expenditure is required, this shall be submitted with the final project report referred to in Article 10.3. (Guideline for Research Programmes).

Proof of expenditure shall not be submitted by a Project Promoter or a project partner in research projects, where the total grant from the programme to the respective Project Promoter or project partner is less than €325,000.

In line with Guideline for Research Programmes, a certificate by an independent auditor qualified to carry out statutory audits of accounting documents, certifying that the claimed costs are incurred in accordance with this guideline, the Regulation, the national law and relevant national accounting practices, shall be accepted as sufficient proof of expenditure incurred. A certificate issued by a competent and independent public officer recognised by the relevant national authorities as having a budget and financial control capacity over the entity incurring the costs and who has not been involved in the preparation of the financial statements, certifying that the claimed costs are incurred in accordance

with this guideline, this Regulation, the relevant law and national accounting practices, shall also be accepted as sufficient proof of expenditure incurred.

Requirements for the submission of proof of expenditure shall be set in the project contract and the partnership agreement.

The interim financial reports of the Programme Operator are verified and approved by the Certifying Authority

*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 reporting shall include number of projects supported (by thematic area and key topic) and number of partners active in projects. 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. Data on the indicators "number of researchers supported" should be collected separately for these types of categories: PhDs, Postdocs and senior researchers.

*6.4 Programme administrative structures*

Not applicable

**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