Norwegian Financial Mechanism 2014-2021

PROGRAMME AGREEMENT

between

The Norwegian Ministry of Foreign Affairs

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 "Justice"

hereinafter referred to as the "Programme"

Chapter 1
Scope, Legal Framework, and Definitions

Article 1.1
Scope

This programme agreement between the Norwegian Ministry of Foreign Affairs (hereinafter referred to as the NMFA) and the National Focal Point lays down the rights and obligations of the Parties regarding the implementation of the Programme and the financial contribution from the Norwegian Financial Mechanism 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 Norwegian Financial Mechanism 2014-2021:

(a) Agreement between the Kingdom of Norway and the European Union on the Norwegian Financial Mechanism 2014-2021 (hereinafter referred to as the Agreement);(b) the Regulation on the implementation of the Norwegian Financial Mechanism 2014-2021 (hereinafter referred to as the "Regulation") issued by Norway in accordance with Article 10(5) of the Agreement;

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

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

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

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

Article 1.3
Definitions

Terms used and institutions and documents referred to in this programme agreement shall be understood in accordance with the Regulation, in particular Article 1.6 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 Norwegian 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 NMFA shall, subject to the rules stipulated in the legal framework referred to in Article 1.2 of this programme agreement, make available to the Beneficiary State a financial contribution (hereinafter referred to as "the programme grant") to be used exclusively to finance the eligible cost of the Programme.

Article 2.3
Objective and outcomes of the Programme

1. 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 EEA 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 NMFA 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 NMFA 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 NMFA.

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 NMFA.

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

2. To the extent that original documents are not available in the English language, the documents shall be accompanied by full and accurate translations into English. 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 NMFA and the Financial Mechanism Office are:

Financial Mechanism Office
Att: Director
EFTA Secretariat
Rue Joseph II, 12-16
1000 Brussels
Telephone: +32 (0)2 286 1701
Telefax (general): +32 (0)2 211 1889
E-mail: fmo@efta.int

3. Changes of or corrections to the contact information referred to in this article shall be given in writing without undue delay by the Parties to this programme agreement.

Article 2.12
Representations and Warranties

1. This programme agreement and the awarding of the programme grant is based on information provided by, through, or on behalf of the National Focal Point to the NMFA 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 Norway.

3. The eligibility of expenditures incurred by a project partner is subject to the same limitations as would apply if the expenditures were incurred by the Project Promoter.

4. The creation and implementation of the relationship between the Project Promoter and the project partner shall comply with the applicable national and European Union law on public procurement as well as Article 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 NMFA 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 Norwegian Financial Mechanism 2014-2021 to the Programme in accordance with Article 9.8 of the Regulation.

Article 4.5
Irregularities, suspension and reimbursements

The NMFA has the right to make use of the remedies provided in the Regulation, in particular Chapter 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 NMFA is not complied with by the Beneficiary State, or a dispute related to a demand for reimbursement arises that cannot be solved in accordance with paragraph 1, the Parties may bring the dispute before Oslo Tingrett.

Article 5.2
Termination

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

(a) a general suspension decision according to Article 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 NMFA, been engaged in corruption, fraud or similar activities or has not taken the appropriate measures to detect or prevent such activities or, if they have occurred, nullify their effects.

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

3. Termination does not affect the right of the Parties to make use of the dispute settlement mechanism referred to in Article 5.1 or the right of the NMFA to make use of the remedies provided in Chapter 13 of the Regulation.

Article 5.3
Waiver of responsibility

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

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

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

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

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

person, in connection, be it direct or indirect, with this programme agreement.

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

Article 5.4
Entry into force and duration

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

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

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

For the Donors

Signed in Oslo on 13/06/2018

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Niels Engelschion
Director General, Norwegian Ministry of Foreign Affairs

For the National Focal Point

Signed in Bucharest on 19/06/2018

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Rovana Plumb
Minister of European Funds

Annex I to the Programme Agreement

Programme Operators and Partners	
Programme Operator:	Ministry of Justice - Romania
Donor Programme Partner:	Directorate of Norwegian Correctional Service (KDI) Norwegian Courts Administration (DA) Norwegian Ministry of Justice and Public Security (NMOJ)
IPO:	Council of Europe (CoE)
Other Programme Partner(s):	-

Programme Objective	Strengthened rule of law

PA	Outcome/Output	Expected programme results	Indicator	Disaggregation	Unit of measurement	Source of verification	Frequency of reporting	Baseline values	Baseline year	Target value
PA21	Outcome 1	Improved application of European legal concepts by the Romanian judiciary	Average annual number of questions referred by Romanian courts for a preliminary ruling to the European Court of Justice	N/A	Annual number	European Court of Justice website	2020 and then annually	12.3[1]	2016	14
			Share of questions (referred by Romanian courts for a preliminary ruling) rejected by the European Court of Justice	N/A	Percentage	European Court of Justice website	2020 and then annualy	17.88 %[2]	2016	15 %
			Number of children interviewed using newly-developed child-interviewing techniques	N/A	Cumulative number	Survey results; Reports of trained professionals	Annually (APR)	0	2017	75

[1] The baseline is set by calculating the average number of questions submitted per year since Romania`s accession to the European Union (in the period 2007-2016). Reporting of achievements will be done on a rolling basis for the preceding 10-year period.

[2] The baseline is set by calculating the average percentage of questions rejected since Romania`s accession to the European Union (in the period 2007-2016). Reporting of achievements will be done on a rolling basis for the preceding 10-year period.

	Output 1.1	Legal professionals trained in European legal concepts	Number of judges trained in human rights	Gender	Cumulative number	List of training participants	Semi-annually (APR and September IFR)	0	N/A	200
			Number of legal professionals (judges, prosecutors, clerks etc.) trained in European legal concepts	Gender	Cumulative number	List of training participants	Semi-annually (APR and September IFR)	0	N/A	1,500
			Number of long term curricula for the NIM/NSC developed/improved	N/A	Cumulative number	Copies of curricula	Semi-annually (APR and September IFR)	0	N/A	3
	Output 1.2	Legal professionals trained in child interviewing techniques	Number of professionals trained in child-interviewing techniques	Gender	Cumulative number	List of training participants	Semi-annually (APR and September IFR)	0	N/A	100
	Output 1.3	Non-legal professionals trained in legal remedies for vulnerable groups	Number of non-legal professionals trained in legal remedies for vulnerable groups	N/A	Cumulative number	List of training participants	Semi-annually (APR and September IFR)	0	N/A	100
	Output 1.4	Judicial IT infrastructure upgraded	Number of courts and central judiciary institutions with upgraded IT infrastructure	N/A	Cumulative number	Equipment delivery and installation acceptance documents	Semi-annually (APR and September IFR)	0	N/A	60
PA19	Outcome 2	Improved correctional services	Share of ex-inmates treated in pilot correctional centre returning to penitentiary within 2 years of release	N/A	Percentage	National Administration of Penitentiaries inmates' database	2022 and then annually	7.28 %	2018	2.28 %

			Share of persons under probation obtaining employment within 1 year of release	Roma	Percentage	National Probation Directorate track records	2021 and then annually	30 %[3]	2018	40 %
			Share of accommodation in penitentiaries NOT in line with the European standard of 4 m2 per detainee	N/A	Percentage	National Administration of Penitentiaries records; CPT or other official reports/data	2020 and then annualy	42 %	2017	32 %
			Number of policy recommendations on reducing recidivism adopted	N/A	Cumulative number	Normative act	2022 and then annually	0	N/A	1
	Output 2.1	New social reintegration framework for criminal offenders rolled out	Number of pilot correctional centres set up	N/A	Cumulative number	Acceptance documents for the performed investments	Semi-annually (APR and September IFR)	0	N/A	2
			Number of prisoners undergoing reintegration measures in the pilot correctional centres	Roma	Cumulative number	List of prisoners	Semi-annually (APR and September IFR)	0	N/A	600
			Number of prisoners undergoing work and training programs	N/A	Cumulative number	Activity reports; attendance lists	Semi-annually (APR and September IFR)	0	N/A	575
			Number of prisons with new working and training facilities for detainees	N/A	Cumulative number	Acceptance documents for the performed investments	Semi-annually (APR and September IFR)	0	N/A	3
			Number of probation locations with improved working infrastructure	N/A	Cumulative number	Acceptance documents for the performed investments	Semi-annually (APR and	0	N/A	3

[3] Out of the total number of persons released conditionally from prison, who, at 31/12/2018, are identified in the records of the probation system for a minimum of one year and for whom the professional status is known, a ratio of 30% represents persons employed by contract, which is calculated using the following formula: (9x100)/30.

							September IFR)			
			Number of rehabilitation programs supported	N/A	Cumulative number	Project deliverables; activity reports	Semi-annually (APR and September IFR)	0	N/A	5
			Number of prisoners participating in awareness events on intercultural diversity centred on Roma	N/A	Cumulative number	Attendance lists; activity reports; events agenda	Semi-annually (APR and September IFR)	0	N/A	700
			Number of policy recommendations on reducing recidivism proposed	N/A	Cumulative number	Project deliverables, activity reports	Semi-annually (APR and September IFR)	0	N/A	2
			Number of penitentiary units endowed with equipment for improved detention and working conditions	N/A	Cumulative number	Equipment delivery and installation acceptance documents	Semi-annually (APR and September IFR)	0	N/A	40
	Output 2.2	Detention places for criminal offenders renovated according to European standards	Number of prison places set up in line with European standards	N/A	Cumulative number	Acceptance documents for the performed investments; CPT or other official reports	Semi-annually (APR and September IFR)	0	N/A	900
	Output 2.3	Correctional services staff trained	Number of prison and probation staff trained in management	Gender	Cumulative number	List of training participants	Semi-annually (APR and September IFR)	0	N/A	250
			Number of prison and probation staff trained in social care of convicted persons and in cultural sensitivity regarding	Gender	Cumulative number	List of training participants	Semi-annually (APR and September IFR)	0	N/A	417

			vulnerable groups, centred on Roma							
			Number of prison staff trained in anger management for working with minors and youngsters, centred on Roma	Gender	Cumulative number	List of training participants	Semi-annually (APR and September IFR)	0	N/A	225
	Output 2.4	Probation services' technical working conditions upgraded	Number of intervention tools for probation services developed	N/A	Cumulative number	Project deliverables	Semi-annually (APR and September IFR)	0	N/A	8
	Output 2.5	Educational and assistance programs for juvenile offenders implemented	Number of educational and assistance programs for juvenile offenders developed	N/A	Cumulative number	Project deliverables	Semi-annually (APR and September IFR)	0	N/A	3
			Number of juvenile offenders undergoing educational and assistance programs	N/A	Cumulative number	List of juvenile offenders	Semi-annually (APR and September IFR)	0	N/A	120
PA22	Outcome 3	Improved capacity of the Romanian authorities to implement the Istanbul Convention	Annual number of domestic and gender-based violence cases submitted to courts	N/A	Annual number	Annual reports of the Public Ministry	Annually (APR)	1,491	2017	1,566
			Annual number of domestic and gender-based violence situations reported to the police	N/A	Annual number	Annual reports of the General Inspectorate of the Police	Annually (APR)	36,245	2017	38,057
			Number of victims of sexual violence counselled	Gender	Cumulative number	List of counselled victims	Semi-annually (APR and September IFR)	0	N/A	100
	Output 3.1	Romanian institutional set-up in the field of domestic	Number of evaluations of the capacity of the Romanian authorities to implement the policy in the field of	N/A	Cumulative number	Project deliverables	Semi-annually (APR and	0	N/A	1

		violence evaluated	domestic violence and gender-based violence performed				September IFR)			
			Number of nation-wide surveys on the prevalence of different forms of domestic violence conducted	N/A	Cumulative number	Project deliverables	Semi-annually (APR and September IFR)	0	N/A	1
	Output 3.2	Training provided on judiciary and law enforcement intervention methods	Number of justice institution professionals (police, prosecutors, courts) trained	Gender	Cumulative number	List of training participants	Semi-annually (APR and September IFR)	0	N/A	250
	Output 3.3	Specialized social services on domestic and gender-based violence supported	Number of specialists at local level (multidisciplinary teams, mobile teams, etc.) trained on standard intervention methodologies.	N/A	Cumulative number	List of training participants	Semi-annually (APR and September IFR)	0	N/A	3,000
			Number of sets of standardized working tools for social service providers dealing with perpetrators and victims of sexual violence elaborated	N/A	Cumulative number	Project deliverables	Semi-annually (APR and September IFR)	0	N/A	2
			Number of sets of standardized working tools for social services providers at local level dealing with victims of domestic violence elaborated	N/A	Cumulative number	Project deliverables	Semi-annually (APR and September IFR)	0	N/A	1
			Number of social workers trained in combating discrimination of Roma victims	Gender	Cumulative number	List of training participants	Semi-annually (APR and September IFR)	0	N/A	150
	Output 3.4	Counselling services for perpetrators of	Number of perpetrators counselled	N/A	Cumulative number	List of counselled perpetrators	Semi-annually (APR and	0	N/A	80

		domestic or gender-based violence established					September IFR)			
			Number of perpetrator treatment services established	N/A	Cumulative number	Collaboration protocols with local authorities	Semi-annually (APR and September IFR)	0	N/A	8
	Output 3.5	Victims of sexual violence supported	Number of counselling programs for the victims of sexual violence established	N/A	Cumulative number	Collaboration protocols; activity reports	Semi-annually (APR and September IFR)	0	N/A	10
			Number of free medical kits provided for the victims of sexual violence	N/A	Cumulative number	Distribution lists of the National Institute for Forensic Medicine	Semi-annually (APR and September IFR)	0	N/A	150
	Output 3.6	Awareness-raising campaigns on domestic and gender-based violence conducted	Number of pupils, students, educators and teachers in the catchment of the awareness raising campaigns	N/A	Cumulative number	List of attendees; expert reports	Semi-annually (APR and September IFR)	0	N/A	10,000
PA16	Outcome 4	Increased capacity of the Public Ministry to fight organised crime and corruption	Annual number of organised crime cases sent to court	N/A	Annual number	Annual reports of the Public Ministry	Annually (APR)	1,485[4]	2016	1,560
			Annual number of persons indicted for corruption	N/A	Annual number	Annual reports of the Public Ministry	Annually (APR)	1,652[5]	2016	1,735
	Output 4.1	Capacity of the Public Ministry to fight criminality and corruption assessed	Assessment of the Public Ministry's resources and results in conducting financial investigations published	N/A	Cumulative number	Project deliverables	Semi-annually (APR and September IFR)	0	N/A	1

[4] Data from 2016. Target for 2023. Targets (and achievements) for the interim years will be lower.
[5] Data from 2016. Target for 2023. Targets (and achievements) for the interim years will be lower.

	Output 4.2	Law enforcement specialists trained on tackling organized crime	Number of law enforcement specialists trained on tackling organized crime	Gender	Cumulative number	List of training participants	Semi-annually (APR and September IFR)	0	N/A	200
	Output 4.3	Law enforcement specialists trained on tackling corruption	Number of law enforcement specialists trained on tackling corruption	Gender	Cumulative number	List of training participants	Semi-annually (APR and September IFR)	0	N/A	600
	Output 4.4	Technical upgrade of prosecutors' office completed	Number of prosecution offices with upgraded technical equipment to investigate organized crime or corruption	N/A	Cumulative number	Acceptance documents, training protocols on using the technical equipment, receipts	Semi-annually (APR and September IFR)	0	N/A	80
			Prosecution technical equipment used for conducting organized crime or corruption investigations	N/A	Binary	Activity reports	Semi-annually (APR and September IFR)	No	N/A	Yes
PA21	Outcome 5	Improved victims` protection	Children victims of crime referred to the newly set-up special hearing rooms	Gender, Roma	Annual number	Project promoter records	Annually (APR)	0	2017	250
			Number of recommendations (from the studies on victim protection) incorporated in new policies/directives/guidelines etc.	N/A	Cumulative number	Normative acts/Policy documents/Guidelines for practitioners etc.	Annually (APR)	0	N/A	2
	Output 5.1	National system for victims' protection and assistance assessed	Number of studies on victim protection and enhancing investigations elaborated	N/A	Cumulative number	Project deliverables	Semi-annually (APR and September IFR)	0	N/A	2
	Output 5.2	Improved effectiveness of judiciary	Number of special hearing rooms for minors set up	N/A	Cumulative number	On the spot visits; Acceptance documents for the	Semi-annually (APR and	0	N/A	35

		services for minors				performed improvements, pictures.	September IFR)			
			Number of prosecutors and other professionals trained on the treatment of children being victims of crime	Gender	Cumulative number	Project deliverables	Semi-annually (APR and September IFR)	0	N/A	100
PA16	Outcome 6	Renewed anticorruption policy in Romania	Number of policy documents on preventing corruption adopted by the Romanian Government	N/A	Cumulative number	Normative act	Annually (APR)	0	N/A	1
			Number of institutions loading reports on institutional transparency and corruption prevention measures on the new portal database	N/A	Cumulative number	NAS implementation reports	Annually (APR)	0	N/A	35
	Output 6.1	Implementation of the Romanian National Anticorruption Strategy 2016-2020 assessed	Percentage of recommendations stated in the National Anticorruption Strategy evaluation report reflected in the draft new Strategy.	N/A	Percentage	Project deliverables, activity reports	Annually (APR)	0 %	N/A	75 %
			Number of reports on ex-post evaluations of the National Anticorruption Strategy (NAS) 2016-2020	N/A	Cumulative number	Project deliverables, activity reports	Annually (APR)	0	N/A	1
	Output 6.2	Technical capacities of the Ministry of Justice for monitoring anticorruption standards implementation, improved	Number of web portals of the National Anticorruption Strategy in use	N/A	Cumulative number	Project deliverables, Activity reports, Internet website	Annually (APR)	0	N/A	1

PA21	Bilateral Outcome	Enhanced collaboration between beneficiary and donor state entities involved in the programme	Level of satisfaction with the partnership	N/A	Scale 1-7	Survey results	Annually (APR)	6.16[6]	2020	4.5[7]
			Level of trust between cooperating entities in Beneficiary States and Donor States	N/A	Scale 1-7	Survey results	Annually (APR)	6.33[8]	2020	4.5[9]
			Number of joint initiatives, in a Beneficiary State or a Donor State, beyond the scope of the programme	Donor State	Cumulative number	Project applications	Semi-annually (APR and September IFR)	0	N/A	3
			Share of cooperating organisations that apply the knowledge acquired from bilateral partnership	N/A	Percentage	Survey results	Semi-annually (APR and September IFR)	N/A	N/A	50 %[10]
	Bilateral Output 1	Cooperation between Donor and Beneficiary State entities facilitated	Number of projects involving cooperation with a donor project partner	N/A	Cumulative number	Partnership agreements between Project Promoters and project partners	Semi-annually (APR and September IFR)	0	N/A	4
			Number of participants from Beneficiary States in exchanges	Donor State, Gender, Type of exchange	Cumulative number	List of participants	Semi-annually (APR and September IFR)	0	N/A	100
			Number of participants from Donor States in exchanges	Donor State, Gender, Type of exchange	Cumulative number	List of participants	Semi-annually (APR and September IFR)	0	N/A	30

[6] Survey run by the Programme Operator among PPs and dpps for the cooperation during 2018 and 2019
[7] Target is ≥4.5, and an increase on the baseline value
[8] Survey run by the Programme Operator among PPs and dpps for the cooperation during 2018 and 2019
[9] Target is ≥4.5, and an increase on the baseline value
[10] Target is minimum 50 %

			Number of training courses co-organised by donor and beneficiary state entities	N/A	Cumulative number	Attendance lists; training agenda and materials	Semi-annually (APR and September IFR)	0	N/A	5

Conditions

General

For Outcome 2 indicators "Percentage of ex-inmates treated in pilot correctional centre returning to penitentiary within 2 years after release," and "Percentage of persons under probation obtaining employment within 1 year after release," 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 6 months following the signature of the contract for the relevant pre-defined project. The updated baseline values shall be agreed upon through a modification of the programme agreement.

For Outcome 3 indicators "Annual number of domestic and gender-based violence cases submitted to courts," and "Annual number of domestic and gender-based violence officially reported," 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 following the signature of this Programme Agreement. The updated baseline values shall be agreed upon through a modification of –the programme agreement.

The maximum level of funding available from the total eligible expenditure of the programme for infrastructure (hard measures) shall be 60%, and no more that 50% of the total eligible expenditure of the programme area 'Domestic and Gender Based Violence'

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.

The National Focal Point shall ensure that the Programme Operator seeks to ensure synergies with the programme 'Home Affairs' in order to strengthen the justice chain, inter alia, regarding access to justice, good governance, gender-based violence and trafficking in human beings.

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 law.

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.

The Programme Operator shall ensure that the following projects (number under Section 5.1 of Annex II to the Programme Agreement) ring-fence the funding described below, to be used for activities directly and explicitly targeting the improvement of the situation of the Roma population:

- PDP 1, no less than € 300,000
- PDP 2, no less than € 1,574,000
- PDP 3, no less than € 770,000
- PDP 4, no less than € 745,000
- PDP 5, no less than € 350,000
- PDP7, no less than € 1,200,000
- PDP8, no less than € 105,000
- PDP9, no less than € 200,000

In case the Programme Operator is in doubt as to whether particular activities directly and explicitly target the situation of the Roma population, it shall consult the FMO.

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 (€)		€ 52,235,294
Programme grant rate (%)		85.00 %
Maximum amount of Programme grant - EEA Financial Mechanism (€)		-
Maximum amount of Programme grant - Norwegian Financial Mechanism (€)		€ 44,400,000
Maximum amount of Programme grant - Total (€)		€ 44,400,000

PA	Budget Heading	Norway Grants	Total grant	Programme grant rate	Programme co-financing	Programme eligible expenditure	Advance payment
PA21	Programme management	€ 2,321,750	€ 2,321,750	85.00 %	€ 409,721	€ 2,731,471	€ 389,559
PA21	Outcome 1 (Norway Grants)	€ 3,485,000	€ 3,485,000	85.00 %	€ 615,000	€ 4,100,000	€ 615,000
PA19	Outcome 2 (Norway Grants)	€ 30,035,000	€ 30,035,000	85.00 %	€ 5,300,294	€ 35,335,294	€ 5,914,118
PA22	Outcome 3 (Norway Grants)	€ 2,825,000	€ 2,825,000	85.00 %	€ 498,529	€ 3,323,529	€ 457,352
PA16	Outcome 4 (Norway Grants)	€ 3,612,500	€ 3,612,500	85.00 %	€ 637,500	€ 4,250,000	€ 637,500
PA21	Outcome 5 (Norway Grants)	€ 1,700,000	€ 1,700,000	85.00 %	€ 300,000	€ 2,000,000	€ 300,000
PA16	Outcome 6 (Norway Grants)	€ 420,750	€ 420,750	85.00 %	€ 74,250	€ 495,000	€ 320,000
Total		**€ 44,400,000**	**€ 44,400,000**	**85.00 %**	**€ 7,835,294**	**€ 52,235,294**	**€ 8,633,529**

Retention of management costs	
Retention of management costs - Percentage of the management costs	10.00 %
Retention of management costs - Planned Euro value	€ 273,147

Justice

Operational rules (Annex II)

1. **Programme summary**

This Annex sets out the operational rules for the program. The programme 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 Justice (MOJ). The Norwegian Ministry of Justice, (NMOJ), the Directorate of Norwegian Correctional Service (KDI) and the Norwegian Courts Administration (DA) shall act as Donor Programme Partners, and the Council of Europe (CoE) as International Partner Organisation.

The programme objective 'Strengthened rule of law' shall be attained through six outcomes:

The programme shall support the outcome 'Improved application of European legal concepts by the Romanian judiciary' (Outcome l) by way of a pre-defined project 'Judicial training and capacity building' (PDP No l).

The programme shall support the outcome 'Improved correctional services' (Outcome 2) by way of four pre-defined projects, 'Correctional' (PDP No 2), 'Improving the correctional services in Romania by implementing the principle 4NORM(-ality) (PDP No 3), 'CHILD — Children's inclusion by learning and developing' (PDP No 4) and `SE – CURE: A Safe and Educated Community Undertaking Responsible Engagement`(PDP No 8).

The programme shall support the outcome 'Improved capacity of the Romanian authorities to implement the Istanbul Convention' (Outcome 3) by way of two pre-defined projects, 'Supporting the implementation of the Istanbul Convention in Romania' (PDP No 5) and `VERA - Positive change through integrated action in turbulent times` (PDP No 9).

The programme shall support the outcome 'Increased capacity of the Public Ministry to fight criminality and corruption' (Outcome 4) by way of a pre-defined project 'Fighting criminality and corruption' (PDP No 6).

The programme shall support the outcome 'Improved access to justice for vulnerable groups, including Roma' (Outcome 5) by way of a pre-defined project 'Protecting victims of crime' (PDP No 7).

The programme shall support the outcome `Renewed anticorruption policy in Romania` (Outcome 6) by way of one pre-defined project (PDP No 10) `The evaluation of the implementation of the National Anticorruption Strategy 2016-2020 and the development and recommendations for future steps'.

2. Eligibility

2.1 Eligible applicants:

N/A

2.2 Special rules on eligibility of costs:

Costs are eligible in accordance with chapter 8 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 Programme shall as appropriate facilitate donor partnership projects by carrying out, inter alia, match-making events and activities in conjunction with launching calls for proposals, as well as by encouraging donor partnership projects in call texts.

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):

N/A

4.2 Selection procedures:

N/A

4.3 Project grant rate:

Grants from the programme may be up to 100% of total eligible expenditure of the project. In the case of projects where the project promoter is an NGO or a social partner, as defined in Article 1.6 of the Regulation, the project grant rate may be up to 90% of 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.

Any 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

There will be ten pre-defined projects implemented under the programme:

1) "Judicial Training and Capacity Building"

Project Promoter:	Superior Council of Magistracy
Donor project partner(s):	Norwegian Courts Administration (DA)
Other project partner(s):	National Institute of Magistracy National School of Clerks
Total maximum eligible costs:	€ 4,100,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 4,100,000

The project addresses the need for professional training for judges, prosecutors and other legal professionals in order for them to fully understand and apply the European legal concepts in their professional activity at a national level.

The project is structured in four outputs: Output 1 — Legal professionals trained in European legal concepts, Output 2 — Legal professionals trained in child interviewing techniques, Output 3 — Non-legal professionals trained in legal remedies for vulnerable groups, and Output 4 — Judicial IT infrastructure upgraded. Specific activities shall aim at developing the judicial culture, at enhancing the child friendly justice environment, at improving access to justice, especially for vulnerable groups, as well as at the further strengthening of the institutional capacity (IT infrastructure — e.g., desktop computers, printers, video-conference equipment).

2) "Correctional"

Project Promoter:	National Administration of Penitentiaries

Donor project partner(s):	Norwegian Correctional Academy (KRUS) Halden Penitentiary Stavanger Penitentiary Rogaland Probation Office Østfold Probation Office and Ravneberget Prison
Other project partner(s):	National Probation Directorate (NPD) Baia Mare Pentitentiary Botosani Penitentiary Vaslui Penitentiary Targu Mures Penitentiary Targu Ocna National School for Training of Prison Staff
Total maximum eligible costs:	€ 22,632,353
Project grant rate:	100.00 %
Maximum project grant amount:	€ 22,632,353

The project's objective is to improve the capacity of the correctional services to provide reintegration services for convicted persons (i.e. inmates, sentenced persons under the supervision of the probation services and former inmates), by implementing the Norwegian 'Seamless principle' , by investing in human capital development and interventions to establish a smooth transition of convicted offenders from prison via the probation service and further reintegration into the community.

The main activities entail the construction of at least two pilot correctional centres with modern rehabilitation intervention tools (i.e. programmes and methods), and facilities that are in line with Council of Europe (CoE) standards in terms of size (at least 630 new detention places). Each correctional centre will comprise two new buildings, namely a pilot detention centre within the existing prison facilities, and a multipurpose reintegration facility. Other activities are staff training and strengthening the human resources capacities (recruitment, motivation, evaluation) amongst prison and probation personnel, as well as improvements in the public perceptions of the prison service by improved communication.

In order to improve the facilities in the 42 national probation units it is envisaged to purchase some office equipment and furniture. Also, it is envisaged to provide training of probation staff.

Further to the modification of the programme in 2023, a maximum of EUR 10,950,000 shall be allocated to the purchase of:

- medical equipment (notably defibrillators) and food preparation equipment, industrial washing machines and professional dryers,

- tablets to be made available to both detainees and prison staff,

- video-conferencing systems, and

- the upgrading and expanding of the CCTV network within prisons in line with the recommendations by the European Committee for the Prevention of Torture and Inhuman or Degrading Treatment or Punishment (CPT)

3) "Improving the correctional services in Romania by implementing the normality principle - 4NORM (-ality)"

Project Promoter:	National Administration of Penitentiaries (NAP)

Donor project partner(s):	Norwegian Correctional Academy (KRUS) Hedmark prison
Other project partner(s):	Ploiesti Prison Poarta Alba Prison Craiova Prison Targu Ocna National School for Training of Prison Staff National Probation Directorate
Total maximum eligible costs:	€ 7,700,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 7,700,000

The project aims at contributing to a better social reintegration of convicts by reintegration programmes in three Romanian prisons. The activities include staff training; developing a new study and research department in the National Administration of Penitentiaries; strengthening the existing research department in the National Probation Directorate; improving detention conditions and ensuring better working conditions for inmates; setting up an activity office at one prison; appropriate training for prisoners to better their chances of employment in the current job market; developing an accountability programme for inmates, based on recommendations from the Council of Europe. As regards improvements in detention conditions, the project envisages the building of 160 new detention places that will be in line with the CoE standards in terms of size.

Alternative measures to prison will be taken into account in the project.

4) "CHILD — Children's Inclusion by Learning and Developing"

Project Promoter:	National Administration of Penitentiaries (NAP)
Other project partner(s):	Targu Ocna Educational Center Tirgu Ocna Town Hall
Total maximum eligible costs:	€ 3,302,941
Project grant rate:	100.00 %
Maximum project grant amount:	€ 3,302,941

The main objective by the project is to improve the specific educational assistance programmes for minors and youngsters placed under educative sanctions in Targu Ocna Educational Centre through an integrated set of measures. These include educational activities, work training, staff training and implementation of best practices, providing a housing place for minors at the town hall in Tirgu Ocna where they can meet with their families and receive counselling, improving accommodation facilities, a medical examination room, kitchen and dining area.

Alternative measures to prison will be taken into account. Social reintegration of minors and youngsters into society is a central component in this project.

The project shall include the development and delivery of an anger management programme for prison staff working with minors and youth, including measures linked to prejudices against Roma minors and youth.

5) "Supporting the implementation of the Istanbul Convention in Romania"

Project Promoter:	National Agency for Equal Opportunities for Women and Men (ANES)

Donor project partner(s):	The Secretariat of the Shelter Movement St. Olavs University Hospital, dept. of Brøset Center for Research and Education in Forensic Psychiatry (Brøset Hospital)
Total maximum eligible costs:	€ 2,500,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 2,500,000

The main objective of the project is to combat and reduce domestic violence and violence against women by improving the capacity of Romanian authorities to implement the Istanbul Convention. The project is intended to facilitate the sharing of experiences and best practice, training, counselling of perpetrators and support services to victims.

The main activities include multidisciplinary training sessions for social workers, judges, prosecutors, police officers and forensic personnel, developing standardized working tools and methods for the use of specialists working with victims and perpetrators, with special focus on vulnerable groups such as Roma, implementation of preventive measures, establishing treatment services (counselling), offering specialized services to victims and perpetrators, distributing medical kits for the collection of evidence in cases of rape, awareness campaigns and a national survey on the prevalence of violence against women.

6) "Fighting Criminality and Corruption"

Project Promoter:	Prosecutor's Office attached to the High Court of Cassation and Justice (Romanian Public Ministry)
Other project partner(s):	National Anticorruption Directorate (NAD) Directorate for Investigation Organized Crime and Terrorism (DIOCT) International Anti-corruption Academy
Total maximum eligible costs:	€ 4,250,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 4,250,000

The project aims to enhance the capacity of the Public Ministry to tackle criminality (including corruption and organized crime), which will contribute to strengthening the rule of law and the capacity of the judiciary. To achieve this, the project envisages capacity and institutional building, i.e. a comprehensive assessment of the overall resources allocated to financial crime investigations, specialized training for prosecutors, police officers and other specialized personnel, and exchange of best practice. IACA will assist by performing the assessment on the resources allocated to the financial crime investigations and by providing a new training curriculum on this topic. In addition, the purchase of technical equipment for the use of prosecutors in their criminal investigations shall be realised (audio/video equipment, communications equipment, wire-tapping equipment, mobile forensic laboratories, drones, cameras, thermo-vision cameras, etc.).

7) "Protecting victims of crime"

Project Promoter:	Prosecutor's Office attached to the High Court of Cassation and Justice (Romanian Public Ministry)
Other project partner(s):	Ministry of Justice - Romania Romanian county level social assistance services European Union Agency for Fundamental Rights (FRA)

Total maximum eligible costs:	€ 2,000,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 2,000,000

The objective of the project is to improve the support of the victims of crime during criminal proceedings with a special focus on Roma minority.

The activities include an analysis of victims' protection and assistance mechanisms (including victims of Roma ethnicity) in Romania, in light of latest evolutions at EU level, an analysis on the way in which Romanian authorities investigate hate crimes, further specialising prosecutors in the investigation of cases involving minors as victims and setting up special rooms for hearing children victims of crime.

8) "`SE – CURE: A Safe and Educated Community Undertaking Responsible Engagement `"

Project Promoter:	National Administration of Penitentiaries
Other project partner(s):	Ministry of Justice - Romania Margineni penitentiary
Total maximum eligible costs:	€ 1,700,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 1,700,000

The objective of the project is to develop an integrated set of measures to prevent and reduce re-offending and to increase inmates' responsibility and chances to be reintegrated into society.
The activities include the developing policy documents to support the prevention of re-offending in Romania, increasing the efficiency and effectiveness of specialized interventions applied to the inmates in Mărgineni Penitentiary by further specialising the staff and by developing specialised interventions targeting the inmates and upgrading the infrastructure at Mărgineni Penitentiary as to allow proper lodging conditions and the undertaking of reintegration programmes.

9) "VERA - Positive change through integrated action in turbulent times"

Project Promoter:	National Agency for Equal Opportunities for Women and Men (ANES)
Total maximum eligible costs:	€ 823,529
Project grant rate:	100.00 %
Maximum project grant amount:	€ 823,529

The objective of the project is to improve the capacity of the local authorities to provide better and adequate support for the victims of domestic violence and gender-based violence.

The activities include the training of the specialists of the local authorities involved in the fight against domestic and gender-based violence (DGBV) (respectively, the emergency intervention teams at the communities' level - the mobile teams and the specialists of the domestic violence departments at county level) and the undertaking a study on the DGBV phenomenon to support the development of

future policies focusing on the local authorities capacity to combat domestic violence and to support the victims.

The project promoter may, to the extent that it is necessary for the implementation of the project's activities, appoint project partners. The selection of project partners that are not public entities shall be done on the basis of an open and transparent procedure, in line with national rules and in compliance with the applicable public procurement law. The Programme Operator shall review the procedure for appointment and confirm its legality.

10) "The evaluation of the implementation of the National Anticorruption Strategy 2016-2020 and the development and recommendations for future steps"

Project Promoter:	Ministry of Justice - Romania
Other project partner(s):	Organisation for Economic Co-operation and Development (OECD)
Total maximum eligible costs:	€ 495,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 495,000

The objective of the project is to support the Romanian authorities in developing the new, strategic, post 2020 anti-corruption policy

The activities include performing the ex-post evaluation of the National Anticorruption Strategy (NAS) 2016-2020, formulating recommendations for a post – 2020 strategic document and improving the technical capacities of the Ministry of Justice to monitor the implementation of the anticorruption standards improved.

5.2 Financial Instruments
N/A

6. Programme Management
6.1 Payment flows
The Programme Operator shall ensure that payments to projects are made in a timely manner. Interim payments to the projects shall be based on the project promoters' forecasted future expenditure.

Payments of the project grant shall take the form of advance payments and interim payments. The level of advance payment to projects shall be set out in the project contract. The maximum level of the first advance payment shall be 10% of the project grant. The maximum level of the interim payments shall be 90% of the project grant.

The first advance instalment shall be paid following the signature of the project contract. Subsequent payments shall be paid after the approval of project interim reports.

An advance payment of a percentage of the total grant amount shall be paid by the Programme Operator after signature of the project contract within the timeframe specified therein. The interim payments shall be paid within the timeframe specified in the project contract, based on the project promoters' forecasted future expenditure.

Exceptional payments may be made following the entering into force of amendments to this Programme Agreement consisting in reallocations between predefined projects' total grant amounts or in the provision of new/additional project activities.

The approval of project interim and final reports shall take place within 2 months from the submission of the complete and correct required information.

Notwithstanding the above description of the financial flows, the Programme Operator shall ensure that, in the case of projects implemented by or in partnership with international organisations, or a body or an agency thereof, advance payments and all subsequent payments to the project from the Programme are sufficient to ensure that pre-financing requirements can be met and that all payments due to the international organisation, or a body or an agency thereof, are made without delay.

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

In case of euro-denominated contracts with entities from Donor States or with intergovernmental organizations, the Programme Operator shall transfer the amounts in euro.

6.2 Verification of payment claims

Project promoters shall submit interim and final project reports containing information on project progress and incurred expenditure. In line with point i) of Article 5.6.2 of the Regulation incurred expenditure reported shall be subject to administrative verifications before the report is approved. Verifications to be carried out shall cover administrative, financial, technical and physical aspects of projects, as appropriate, and shall be in accordance with the principle of proportionality.

Additionally, in line with point ii) of Article 5.6.2 of the Regulation on-the-spot verifications of projects, which may be carried out on a sample basis, shall be carried out.

The detailed procedure for verification will be further 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 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 as appropriate and in accordance with instructions received from the FMO.

6.4 Programme administrative structures

N/A

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

N/A