EEA Financial Mechanism 2014-2021

PROGRAMME AGREEMENT

between

The Financial Mechanism Committee

established by Iceland, Liechtenstein and Norway

and

The General Directorate for European Non-reimbursable Financial Mechanisms and Instruments (GDENFMI), Ministry of European Funds,

hereinafter referred to as the "National Focal Point",

representing Romania,

hereinafter referred to as the "Beneficiary State"

together hereinafter referred to as the "Parties"

for the financing of the Programme "Education, Scholarships, Apprenticeships and Youth Entrepreneurship"

hereinafter referred to as the "Programme"

Chapter 1
Scope, Legal Framework, and Definitions

Article 1.1
Scope

This programme agreement between the Financial Mechanism Committee (hereinafter referred to as the FMC) and the National Focal Point lays down the rights and obligations of the Parties regarding the implementation of the Programme and the financial contribution from the EEA Financial Mechanism 2014-2021 to the Programme.

Article 1.2
Legal Framework

1. This programme agreement shall be read in conjunction with the following documents which, together with this programme agreement, constitute the legal framework of the EEA Financial Mechanism 2014-2021:

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

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

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

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

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

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

Article 1.3
Definitions

Terms used and institutions and documents referred to in this programme agreement shall be understood in accordance with the Regulation, in particular Article 1.6 thereof, and the legal framework referred to in Article 1.2 of this programme agreement.

Article 1.4
Annexes and hierarchy of documents

1. Annexes attached hereto form an integral part of this programme agreement. Any reference to this programme agreement includes a reference to its annexes unless otherwise stated or clear from the context.

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

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

Chapter 2
The Programme

Article 2.1
Co-operation

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

2. The Parties agree to provide all information necessary for the good functioning of this programme agreement and to apply the principles of implementation as set out in the Regulation.

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

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

Article 2.2
Main responsibilities of the Parties

1. The National Focal Point is responsible and accountable for the overall management of the EEA Financial Mechanism 2014-2021 in the Beneficiary State and for the full and correct implementation of

this programme agreement. In particular, the National Focal Point undertakes to:

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

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

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

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

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

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

Article 2.3
Objective and outcomes of the Programme

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

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

Article 2.4
Programme grant

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

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

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

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

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

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

Article 2.5
Special conditions and programme specific rules

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

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

Article 2.6
Programme implementation agreement

With reference to Article 6.8 of the Regulation and without prejudice to paragraph 2 thereof, the National Focal Point shall, before any payment is made to the Programme, sign a programme implementation agreement with the Programme Operator. The National Focal Point shall notify the FMC of such signing.

Article 2.7
Reporting

The National Focal Point shall ensure that the Programme Operator provides financial reports, annual programme reports and a final programme report in accordance with Chapter 9 and Articles 6.11 and 6.12 of the Regulation as well as statistical reporting in accordance with guidelines adopted by the FMC.

Article 2.8
External monitoring

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

Article 2.9
Modification of the Programme

1. Unless otherwise explicitly stipulated in this programme agreement, any modification of the Programme is subject to prior approval by the FMC.

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

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

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

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

Article 2.10
Communication

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

2. To the extent that original documents are not available in the English language, the documents shall be accompanied by full and accurate translations into English. The National Focal Point shall bear the responsibility for the accuracy of the translation that it provides and the possible consequences that might arise from any inaccurate translations.

Article 2.11
Contact information

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

2. The contact information for the FMC and the Financial Mechanism Office are:

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

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

Article 2.12
Representations and Warranties

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

2. The National Focal Point represents and warrants that the information provided by, through, or on behalf of the National Focal Point, in connection with the implementation or conclusion of this programme agreement are authentic, accurate and complete.

Chapter 3
Projects

Article 3.1
Selection of projects and award of grants

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

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

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

4. The National Focal Point shall take proactive steps to ensure that the Programme Operator complies fully with Article 7.5 of the Regulation.

Article 3.2
Project contract

1. For each approved project a project contract shall be concluded between the Programme Operator and the Project Promoter.

2. In cases where a project contract cannot, due to provisions in the national legislation, be made between the Programme Operator and the Project Promoter, the Beneficiary State may instead issue a legislative or administrative act of similar effect and content.

3. The content and form or the project contract shall comply with Article 7.6 of the Regulation.

4. The National Focal Point shall ensure that the obligations of the Project Promoter under the project

contract are valid and enforceable under the applicable law of the Beneficiary State.

Article 3.3
Project partners and partnership agreements

1. A project may be implemented in a partnership between the Project Promoter and project partners as defined in paragraph 1(w) of Article 1.6 of the Regulation. If a project is implemented in such a partnership, the Project Promoter shall sign a partnership agreement with the project partners with the content and in the form stipulated in Article 7.7 of the Regulation.

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

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

4. The creation and implementation of the relationship between the Project Promoter and the project partner shall comply with the applicable national and European Union law on public procurement as well as Article 8.15 of the Regulation.

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

Chapter 4
Finance

Article 4.1
Eligible expenditures

1. Subject to Article 8.7 of the Regulation, eligible expenditures of this Programme are:

(a) management costs of the Programme Operator in accordance with the detailed budget in the financial plan;

(b) payments to projects within this Programme in accordance with the Regulation, this programme agreement and the project contract.

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

4. The first date of eligibility of expenditures in projects shall be set in the project contract in accordance with Article 8.13 of the Regulation. The first date of eligibility of any pre-defined projects shall be no earlier than the date on which the National Focal Point notifies the FMC of a positive appraisal of the pre-defined projects by the Programme Operator in accordance with paragraph 3 of Article 6.5 of the Regulation.

5. The maximum eligible costs of the categories referred to in paragraph 1 are set in this programme agreement. Programme specific rules on the eligibility of expenditure set in this programme agreement shall be complied with.

Article 4.2
Proof of expenditure

Costs incurred by Programme Operators, Project Promoters and project partners shall be supported by documentary evidence as required in Article 8.12 of the Regulation.

Article 4.3
Payments

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

2. Payments to the Programme shall take the form of an advance payment, interim payments and payment of the final balance and shall be made in accordance with Articles 9.2, 9.3 and 9.4 of the Regulation.

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

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

5. Chapter 9 of the Regulation shall apply to all aspects related to payments, including currency exchange rules and handling of interests on bank accounts.

Article 4.4
Transparency and availability of documents

The National Focal Point shall ensure an audit trail for financial contributions from the EEA Financial

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

Article 4.5
Irregularities, suspension and reimbursements

The FMC has the right to make use of the remedies provided in the Regulation, in particular Chapter 13 thereof. The National Focal Point has a duty to take all necessary measures to ensure that the provisions in Chapter 12 and 13 of the Regulation regarding irregularities, suspension of payments, financial corrections and reimbursement are complied with.

Chapter 5
Final provisions

Article 5.1
Dispute settlement

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

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

Article 5.2
Termination

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

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

(b) a suspension of payments according to Article 13.1 of the Regulation, other than under paragraph 1(h), has not been lifted within one year of such a decision;

(c) a request for reimbursement according to Article 13.2 of the Regulation has not been complied with within one year from such a decision;

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

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

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

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

Article 5.3
Waiver of responsibility

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

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

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

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

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

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

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

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

Article 5.4
Entry into force and duration

****

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

For the Donors

Signed in Oslo on 14/11/2017

.....
Niels Engelschion
Chairman, EEA Financial Mechanism Committee

For the National Focal Point

Signed in Bucharest on 21/11/2017

.....
Marius Nica
Minister-delegate for European Funds

Annex I to the Programme Agreement

Programme Operators and Partners	
Programme Operator:	National Agency for Community programmes in the Field of Education and Vocational Training (ANPCDEFP)
Donor Programme Partner:	Directorate for Higher Education and Skills (HK-DIR) National Agency for International Education Affairs (AIBA)
IPO:	-
Other Programme Partner(s):	-

Programme Objective	Enhanced human capital and knowledge base

PA	Outcome/Output	Expected programme results	Indicator	Disaggregation	Unit of measurement	Source of verification	Frequency of reporting	Baseline values	Baseline year	Target value
PA03	Outcome 1	Improved skills and competences of students and staff in Higher Education (HE)	Number of ECTS credits received by the students in the Mobility projects	N/A	Cumulative number	Final reports of PPs, based on the internal tracking/recording system of the PPs	Annually (APR)	0	2018	6,000
			Share of staff who declare improved skills /competencies in their field	N/A	Percentage	Final individual reports of the participants Final reports of PPs	Annually (APR)	90 %	2018	95 %
	Output 1.1	Facilitated learning mobility in HE (students and staff) between Beneficiary State and Donor States	Number of staff from Beneficiary States in exchanges	Donor State, Gender, Type of exchange	Cumulative number	Final reports of PPs, based on the internal tracking/recording system of the PPs Programme Operator statistics	Semi-annually (APR and September IFR)	0	N/A	300
			Number of staff from Donor States in exchanges	Donor State, Gender, Type of exchange	Cumulative number	Final reports of PPs, based on the internal tracking/recording	Semi-annually (APR and	0	N/A	100

						system of the PPs PO statistics	September IFR)			
			Number of students from Beneficiary States in exchanges	Donor State, Gender, Type of exchange	Cumulative number	Final reports of PPs, based on the internal tracking/recording system of the PPs Programme Operator statistics	Semi-annually (APR and September IFR)	0	N/A	400[1]
			Number of students from Donor States in exchanges	Donor State, Gender, Type of exchange	Cumulative number	Final reports of PPs, based on the internal tracking/recording system of the PPs Programme Operator statistics	Semi-annually (APR and September IFR)	0	N/A	35
PA03	Outcome 2	Strengthened institutional cooperation in the HE area, based on common needs	Number of joint articles submitted to peer review publications	Donor State, Type of scientific publication	Cumulative number	Final reports of PPs, based on the internal tracking/recording system of the PPs	Annually (APR)	0	2018	7
			Number of joint intellectual outputs created in cooperation projects[2]	N/A	Cumulative number	Final reports of PPs Programme Operator monitoring visits reports	Annually (APR)	0	2018	26
	Output 2.1	Cooperation projects in HE area implemented	Number of joint events organised (Summer schools, Intensive programmes, seminars, workshops, conferences, training courses, etc.)	N/A	Cumulative number	Final reports of PPs Programme Operator monitoring visits reports	Semi-annually (APR and September IFR)	0	N/A	26
			Number of participants (students and staff) at joint events	N/A	Cumulative number	Final reports of PPs, based on the internal	Semi-annually (APR and	0	N/A	550

[1] Out of which 70 master students from Research projects

[2] Joint intellectual outputs include: studies, curricula, teaching materials, conference papers, e-learning platforms (the list is not exhaustive)

						tracking/recording system of the PPs PO monitoring visits reports	September IFR)			
PA03	Outcome 3	Improved skills and competences of educational experts (school inspectors, teacher trainers, counsellors)	Share of education professionals who declare improved skills/competencies in the areas of democracy, human rights, social inclusion	N/A	Percentage	Final reports of PPs Individual reports of the participants	Annually (APR)	N/A	2018	15 %
			Share of education professionals who declare improved skills/competencies in their field of service provision	N/A	Percentage	Final reports of PPs Individual reports of the participants	Annually (APR)	N/A	2018	90 %
			Share of participants at mobility activities who receive Europass Mobility certificates	N/A	Percentage	Final reports of PPs Individual reports of the participants	Annually (APR)	85 %	2018	90 %
	Output 3.1	Facilitated learning mobility between Beneficiary State and Donor States for educational experts supporting the schools (inspectors, teacher trainers, counsellors)	Number of educational experts benefitting from mobility for learning purposes (structured courses, job shadowing, study visits, conferences, etc.)	Gender	Cumulative number	Final reports of PPs, based on the internal tracking/recording system of the PPs Programme Operator statistics	Semi-annually (APR and September IFR)	0	N/A	350
PA03	Outcome 4	Improved quality of work-based learning	Share of participating students in work based learning , who declare acquiring improved learning outcomes	N/A	Percentage	Final reports of PPs Programme Operator monitoring visits reports	Annually (APR)	N/A	2018	85 %
			Share of staff in VET schools who declare	N/A	Percentage	Final reports of PPs Individual reports of the	Annually (APR)	N/A	2018	90 %

			better skills/competencies			participants at mobility				
			Share of tutors in companies who declare better skills/competencies	N/A	Percentage	Final reports of PPs Individual reports of the participants at mobility	Annually (APR)	N/A	2018	90 %
	Output 4.1	Enhanced cooperation between the Vocational Education and Training (VET) schools and the partner companies participating in the projects supported	Number of local school curricula re-designed by the schools and the companies to match the needs of the local labour market	N/A	Cumulative number	Final reports of PPs Programme Operator monitoring visits reports	Semi-annually (APR and September IFR)	0	N/A	40
			Number of partnerships concluded, conformed with ECVET requirements	N/A	Cumulative number	Final reports of PPs Programme Operator monitoring visits reports	Semi-annually (APR and September IFR)	0	N/A	50
	Output 4.2	Facilitated learning mobility between BS and DS for people responsible for training in VETs (traineeships tutors in companies and VET teachers in schools)	Number of people responsible for training in VETs and tutors in companies benefitting from study visits	N/A	Cumulative number	Final reports of PPs, based on the internal tracking/recording system of the PPs Programme Operator statistics	Semi-annually (APR and September IFR)	0	N/A	150
			Number of supported schools enrolling at least 10% Roma students	N/A	Cumulative number	Final reports of PPs, based on the internal tracking/recording system of the PPs Programme Operator statistics	Semi-annually (APR and September IFR)	0	N/A	5
PA03	Outcome 5	Increased institutional capacity of schools to ensure an	Share of staff who declare better skills/competencies regarding Roma inclusion	N/A	Percentage	Final reports of PPs Programme Operator monitoring visits reports	Annually (APR)	N/A	2018	90 %

		effective inclusion of Roma children	Percentage of Roma pupils experiencing discrimination in the schools participating in projects (from the part of the teachers and Romanian colleagues)[3]	N/A	Percentage	Final reports of PPs Programme Operator monitoring visits reports	Annually (APR)	N/A[4]	2018	(-15%)
	Output 5.1	Trained teachers working with Roma children on topics concerning teaching approaches centred on the pupil, inclusive school and teaching in a multicultural environment	Number of schools involved in the projects addressing Roma children inclusion (at school level)	N/A	Cumulative number	Final reports of PPs Programme Operator statistics	Semi-annually (APR and September IFR)	0	N/A	60
			Number of teachers trained on inclusiveness and multicultural environment	N/A	Cumulative number	Final reports of PPs, based on the internal tracking/recording system of the schools involved Programme Operator monitoring visits reports	Semi-annually (APR and September IFR)	0	N/A	550
	Output 5.2	Developed curriculum on inclusiveness and multicultural environment	Number of new optional curricula and teaching materials developed	N/A	Cumulative number	Final reports of PPs	Semi-annually (APR and September IFR)	0	N/A	55
	Output 5.3	Awareness raising activities on discrimination issues organised for parents	Number of Roma and Romanian parents participating in joint activities	N/A	Cumulative number	Final reports of PPs, based on the internal tracking/recording system of the schools involved Programme	Semi-annually (APR and September IFR)	0	N/A	1,300

[3] The percentage of Roma pupils experiencing discrimination in the schools participating in projects will be determined through a survey at the beginning of every project and then at the end of the project; the target is to diminish the percentage measured initially by at least 15% , through the implementation of each project.

[4] The percentage of Roma pupils experiencing discrimination in the schools participating in projects will be determined through a survey at the beginning of every project and then at the end of the project; the target is to diminish the percentage measured initially by at least 15%, through the implementation of each project.

						Operator monitoring visits reports				
	Output 5.4	Awareness raising activities on inclusion issues organised for pupils	Number of Roma and Romanian pupils involved in joint activities	Gender	Cumulative number	Final reports of PPs, based on the internal tracking/recording system of the schools involved Programme Operator monitoring visits reports	Semi-annually (APR and September IFR)	0	N/A	2,200
			Rate of satisfaction of the participants at these activities	N/A	Percentage	Final reports of PPs Programme Operator monitoring visits reports	Semi-annually (APR and September IFR)	0 %	N/A	90 %
PA03	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	Results of a survey	Annually (APR)	6.65	2020	4.5[5]
			Level of trust between cooperating entities in Beneficiary States and Donor States	N/A	Scale 1-7	Results of a survey	Annually (APR)	6.74	2020	4.5[6]
			Number of joint applications for further funding	Donor State, Funding source (applied for)	Cumulative number	Programme Operator statistics	2020 and then annually	N/A	2018	10
			Share of cooperating organisations who apply the knowledge acquired from bilateral partnership	N/A	Percentage	Results of a survey	Annually (APR)	N/A	2020	80 %
	Bilateral Output 1	Bilateral agreements for HE students and staff mobility	Number of new active bilateral agreements between Romania and Donor State Higher	Donor State	Cumulative number	Final reports of PPs, based on the internal	Semi-annually (APR and	0	N/A	10

[5] Target is ≥4.5, and an increase on the baseline value
[6] Target is ≥4.5, and an increase on the baseline value

		formalized/existing agreements continued	Education Institutions (disaggregated by Donor State)			tracking/recording system of the PPs	September IFR)			
			Number of projects involving cooperation with a donor project partner	N/A	Cumulative number	Final reports of PPs Programme Operator statistics	Semi-annually (APR and September IFR)	0	N/A	78

Conditions

General

The National Focal Point shall ensure that the Programme Operator ensures that synergies with the programmes 'Research', 'Business Development, Innovation and SMEs', '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.

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 (€)		€ 12,541,176
Programme grant rate (%)		85.00 %
Maximum amount of Programme grant - EEA Financial Mechanism (€)		€ 10,660,000
Maximum amount of Programme grant - Norwegian Financial Mechanism (€)		-
Maximum amount of Programme grant - Total (€)		€ 10,660,000

PA	Budget Heading	EEA Grants	Total grant	Programme grant rate	Programme co-financing	Programme eligible expenditure	Advance payment
PA03	Programme management	€ 1,095,000	€ 1,095,000	85.00 %	€ 193,235	€ 1,288,235	€ 200,000
PA03	Outcome 1 (EEA Grants)	€ 2,902,175	€ 2,902,175	85.00 %	€ 512,149	€ 3,414,324	€ 800,000
PA03	Outcome 2 (EEA Grants)	€ 2,860,032	€ 2,860,032	85.00 %	€ 504,712	€ 3,364,744	€ 0
PA03	Outcome 3 (EEA Grants)	€ 823,563	€ 823,563	85.00 %	€ 145,335	€ 968,898	€ 0
PA03	Outcome 4 (EEA Grants)	€ 1,061,003	€ 1,061,003	85.00 %	€ 187,236	€ 1,248,239	€ 0
PA03	Outcome 5 (EEA Grants)	€ 1,918,227	€ 1,918,227	85.00 %	€ 338,511	€ 2,256,738	€ 0
Total		**€ 10,660,000**	**€ 10,660,000**	**85.00 %**	**€ 1,881,176**	**€ 12,541,176**	**€ 1,000,000**

Retention of management costs	
Retention of management costs - Percentage of the management costs	10.00 %
Retention of management costs - Planned Euro value	€ 128,824

Education, Scholarships, Apprenticeships and Youth Entrepreneurship

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 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 National Agency for Community Programmes in the Fields of Education and Vocational Training (Erasmus+ Agency). The Norwegian Centre for International Cooperation in Education (SIU) and the National Agency for International Education Affairs (AIBA) in Liechtenstein shall act as Donor Programme Partners.

The programme shall support projects to be selected as a result of calls for proposals, each contributing to the programme's five outcomes, as follows:

Outcome 1: Improved skills and competences of students and staff in Higher Education (HE)

Mobility projects for students and staff between Romania and the Donor States, with a dedicated component for mobility of master students involved in project teams under the EEA Research programme. In the selection process priority shall be given for Roma students. The Programme Operator will carry out outreach activities to facilitate the access of Roma students to mobility.

Outcome 2: Strengthened institutional cooperation in HE area, based on common needs

Institutional cooperation projects between Romanian and Donor State universities shall consist of:
i. strategic cooperation projects that seek to modernise or innovate the curricula, or
ii. small size cooperation projects that aim to exchange good practices in the field of teaching methodologies and organise short term exchanges for students.

Social inclusion (with a focus on Roma inclusion) and Democracy and Citizenship shall be prioritized topics in the selection process.

Outcome 3: Improved skills and competences of educational experts (school inspectors, teacher trainers, counsellors)

This component shall consist of mobility for professionals/experts working in educational institutions tasked with supporting schools in increasing the quality of education, including County School Inspectorates, Teacher Training Houses, and County Centres for Resources and Educational Assistance.

The staff shall be encouraged to attend courses in the field of Democracy and Citizenship, human rights education and social inclusion to be able to support teachers in schools further on, either through new training courses or through counselling.

Outcome 4: Improved quality of work-based learning (Vocational Education and Training)

Focus shall be put on Vocational Education and Training (VET) schools that have concluded partnerships with companies for traineeships. Projects shall include:
i. a national component providing incentives and training to company staff acting as traineeship tutors, and

ii. a transnational mobility component that will enable small teams composed of company tutors and VET school staff to undertake study visits in VET institutions or other entities connected with the VET system in the Donor States or in any other Beneficiary State of the EEA Financial Mechanism 2014-2021.

Exceptionally and in the absence of sufficient applications for projects including transnational mobility as described above, national projects that aim to improve the quality of work-based learning and strengthen the cooperation between VET schools and companies may be supported. These can include workshops and other initiatives proposed by national or regional authorities coordinating VET in Romania.

Social inclusion shall be a priority for the selection process and VET schools in rural and/or disadvantaged areas, VET schools enrolling pupils with special needs and VET schools enrolling Roma students amounting to at least 10% of students enrolled will receive additional points in the selection procedure.

Outcome 5: Increased institutional capacity of schools to ensure an effective inclusion of Roma children

This component shall focus on national projects submitted and implemented in consortia, composed of one coordinator and 5-6 schools situated in disadvantaged communities with Roma children amounting to at least 20% of students enrolled. Projects could include training of teachers, organising learning activities with Roma and non-Roma parents together or organising extra-curricular activities for Roma and non-Roma children to foster social inclusion and competences. Synergies with the 'Local Development, Poverty Reduction and Enhanced Roma Inclusion' programme will be ensured, so as to cover geographic areas in a complementary way.

2. Eligibility

2.1 Eligible applicants:

The rules on eligibility of applicants and project partners are set in Article 7.2 of the Regulation. The following limitations shall be placed:

	Eligible applicants **(Project Promoters)**	**Eligible project partners**
Outcome 1	Romanian Higher Education Institutions possessing an ERASMUS University Charter	Legal entities established in the Donor States VET-institutions in Switzerland, with a specific cooperation agreement with Liechtenstein With respect to students of Liechtenstein nationality, Swiss universities
Outcome 2	Romanian Higher Education Institutions possessing an ERASMUS University Charter	Legal entities established in the Donor States and the Beneficiary States VET-institutions in Switzerland, with a specific cooperation agreement with Liechtenstein
Outcome 3	Romanian County School Inspectorates, Teacher Training Houses, County Centers of Resources and Educational Assistance	Legal entities established in the Donor States

Outcome 4	Romanian VET schools Romanian national and local authorities coordinating the VET system in Romania	Enterprises registered in Romania Romanian VET schools Legal entities established in the Donor States or in any other Beneficiary State VET-institutions in Switzerland, with a specific cooperation agreement with Liechtenstein
Outcome 5	Non-Governmental Organisations (NGOs) and public institutions	Romanian schools enrolling at least 20% of Roma children

Partnership with entities from the Donor States is mandatory within all projects selected under Outcome 1 and Outcome 2. Projects involving cooperation with entities from the Donor States shall be given priority in the selection procedures carried out under Outcome 4.

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:

In line with Article 8.4 of the Regulation, the project grant shall take the form of the standard scales of unit costs contained in the Guideline for Educational Programmes and/or in the Erasmus+ Programme Guide, as amended from time to time.

Expenditure actually incurred by Project Promoters or project partners shall not be eligible except in the case of special needs support and other exceptional cases specifically approved by the Programme Operator.

Indirect costs shall not be eligible in projects.

3. Bilateral relations

3.1 Bilateral relations
The programme shall strengthen bilateral relations through cooperation projects, student and staff mobility, production of joint results and increased mutual knowledge and understanding between the Donor States and Romania.

The Programme Operator shall finance 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 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):
Calls shall be launched under each outcome on an annual basis, in accordance with the timetable indicated in the table below. The amount made available per outcome/call shall be as stipulated below. Amounts uncommitted following one call may be transferred to subsequent calls under the same outcome. Savings in projects shall be made available to subsequent calls under the same outcome.

	Tentative call timing	Total available amount (minimum)	Maximum / Minimum grant applied for
Outcome 1	Call 1, second half 2017	€ 1,000,000	€ 500,000 / € 1,500
	Call 2, second half 2018	€ 1,000,000	
	Call 3, second half 2019	€ 1,000,000	
	Call 4, second half 2020	€ 1,000,000	
	Call 5, second half 2021	€ 1,000,000	
	Call 6, second half 2022	€ 500,000	
Outcome 2	Call 1, second half 2017	€ 570,000	€ 200,000 / € 20,000
	Call 2, second half 2018	€ 570,000	
	Call 3, second half 2019	€ 570,000	
	Call 4, second half 2020	€ 570,000	
	Call 5, third quarter 2021	€ 1,500,000	
Outcome 3	Call 1, second half 2017	€ 300,000	€ 27,000 / € 1,500
	Call 2, second half 2018	€ 200,000	
	Call 3, second half 2019	€ 200,000	
	Call 4, second half 2020	€ 140,000	
	Call 5, second half 2021	€ 140,000	
Outcome 4	Call 1, second half 2017	€ 420,000	€ 35,000 / € 24,000
	Call 2, second half 2018	€ 420,000	
	Call 3, second half 2019	€ 420,000	
	Call 4, second half 2020	€ 420,000	
	Call 5, second half 2021	€ 407,648	
Outcome 5	Call 1, second half 2017	€811,764	€ 250,000 / € 60,000
	Call 2, second half 2018	€ 200,000	
	Call 3, second half 2019	€ 200,000	
	Call 4, second half 2020	€ 200,000	
	Call 5, second half 2021	€ 895,924	

4.2 Selection procedures:

The selection procedure outlined in Annex 2 to the Guideline for Educational Programme shall be followed in selecting projects further to the calls for proposals launched under the Programme's outcomes, with the following variations:

i. A third expert shall be commissioned by the Programme Operator to score the project where the difference between the scores given by the first two experts is greater than 10% of the higher score.
ii. The 'Quality check' shall not be carried out in the case of projects to be selected under Outcome 1 and all applications passing the eligibility stage shall receive a grant. In case the total grant applied for exceeds the amount available under the call, a proportionate reduction in the grant awarded to all applicants shall be applied.

The role of the Donor Programme Partners in the selection procedure shall be in line with the Regulation. The Donor Programme Partners shall be full members of the Selection Committee, with the right to vote.

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
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. Second advance instalment shall be paid after the approval of Project Interim Reports providing that the beneficiary already spent at least 70% of previous advance. The remaining balance, if applicable will be disbursed upon approval of the final project report.

The level of advance instalments to be provided to Project Promoters shall be linked to the type of project and to duration as follows:

Project Implementation Duration	First Advance Payment	Second Advance Payment	Final Payment
Mobility projects in Higher Education field			
	80%	20%	
Cooperation projects in Higher Education field			
<12 months	80%	20%	
≥12 months	60%	40%	
Projects in School Education and VET sectors			
	80%	20%	
Projects related to Roma inclusion			
<12 months	80%	20%	
≥12 months	60%	40%	

The frequency of interim reporting to the Programme Operator shall be based on an agreed timetable. The first advance instalment shall be paid to the projects within 30 calendar days following the signature of the Project Contract. Second advance instalment shall be paid within 60 calendar days after the receipt of Project Interim Reports. Upon approval of the final project report a final payment shall be made within 60 calendar days.

6.2 Verification of payment claims

Project Promoters shall submit interim and final reports containing information on project outcomes, 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.

The eligible expenses will be mentioned in the Calls and listed in the related guidelines. The financial verification of payment claims shall be conducted by the financial expert, who is functionally separate from the technical experts responsible for the implementation of the programme. The financial expert shall verify the proof of expenditures.

The proof of expenditures required from Project Promoters will be limited to proofs of the relevant units where standard scales of unit costs are applied.

The Programme Operator's verification of payment claims comprises several stages:
i. Administrative and content check made by the technical expert
ii. Financial check made by the financial expert, an independent role within the Programme Operator's internal control chain

The Programme Operator will carry out 100 % verification of the final report submitted by the Project Promoters. As part of payment claim verification, the Programme Operator may carry out on-the-spot checks to account for reported incurred expenditure in projects.

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.

The interim and final financial report 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 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 National Focal Point to meet its obligations to the Donor States.

The Programme Operator shall report on relevant project activities involving education and training on Democracy and Citizenship in Annual and Final Programme Reports.

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

6.4 Programme administrative structures

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.