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 "Home Affairs"

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	For the National Focal Point
Signed in Oslo on 12/06/2018	Signed in Bucharest on 19/06/2018
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Niels Engelsehion Director General, Norwegian Ministry of Foreign Affairs	Mihaela Terchila Head of NFP General Directorate for European Non-reimbursable Financial Mechanisms and Instruments

Annex I to the Programme Agreement

Programme Operators and Partners	
Programme Operator:	Ministry of Internal Affairs (MoIA)
Donor Programme Partner:	National Police Directorate (POD) Norwegian Directorate for Civil Protection (DSB) Norwegian Directorate of Immigration (UDI) 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
PA18	Outcome 1	Increased institutional and operational capacity of the Romanian authorities in the field of asylum and migration management	Number of asylum seekers provided with improved services	N/A	Annual number	Project promoters' records	Semi-annually (APR and September IFR)	0	N/A	390
			Number of minors, including unaccompanied minors, receiving services	N/A	Annual number	Project promoters' records	Semi-annually (APR and September IFR)	0	N/A	150
			Level of compliance with EU standards on asylum (1-5)	N/A	Scale 1-5	Independent assessment	2020, 2024	TBD[1]	2019	Baseline +1
	Output 1.1	Modernised Integrated Contingency Centres, in case of massive influx of migrants	Number of integrated contingency centres with capacity to manage and	N/A	Cumulative number	Project promoters' records	Semi-annually (APR and	0	N/A	2

[1] The baseline will be determined when the initial independent assessment is completed

			accommodate 1000 migrants				September IFR)			
	Output 1.2	Reception centres for asylum seekers improved with additional services	Number of information electronic systems installed and operational in the migration and asylum centres	N/A	Cumulative number	Project promoters' records	Semi-annually (APR and September IFR)	0	N/A	6
			Number of reception staff trained on identification of and assistance mechanism for vulnerable cases	Gender, Roma	Cumulative number	List of participants	Semi-annually (APR and September IFR)	0	N/A	40
			Number of rehabilitated or new constructed facilities and services at “Giurgiu” Regional Centre	N/A	Cumulative number	Project promoters' records	Semi-annually (APR and September IFR)	0	N/A	1
			Number of new constructed facilities and services at “Radauti” Regional Centre	N/A	Cumulative number	Project promoters' records	Semi-annually (APR and September IFR)	0	N/A	1
			Number of staff ensuring legal representation of unaccompanied minors trained	Gender, Roma	Cumulative number	List of participants	Semi-annually (APR and September IFR)	0	N/A	20
	Output 1.3	GII’s IT infrastructure upgraded (data centre, unitary system for increasing efficiency in issuing temporary identity documents, data exchange, electronic case handling and information system for asylum seekers)	Increase average speed of data transmission between GII units and the data centre	N/A	Percentage	PO's Internal reports and statistics	Semi-annually (APR and September IFR)	0 %	N/A	10 %
			Number of new national and international actors with improved access to GII data base	N/A	Cumulative number	PO's Internal reports and statistics	Semi-annually (APR and September IFR)	0	N/A	22

			Number of units within GII with improved access to the internal system for issuing temporary documents	N/A	Cumulative number	PO's Internal reports and statistics	Semi-annually (APR and September IFR)	0	N/A	10
	Output 1.5	Thematic training sessions on provided for staff of Ministry of Internal Affairs	Number of professional staff trained	Gender, Roma	Cumulative number	List of participants	Semi-annually (APR and September IFR)	0	N/A	1,617
	Output 1.6	Information and awareness campaigns on migration and trafficking of human beings conducted	Number of awareness raising campaigns	N/A	Cumulative number	Project promoters' records	Semi-annually (APR and September IFR)	0	N/A	5
			Number of people reached by awareness raising campaigns	N/A	Cumulative number	Project promoters' records	Semi-annually (APR and September IFR)	0	N/A	2,000
	Output 1.7	National studies on Asylum & Migration conducted	Number of studies completed	N/A	Cumulative number	Copies of the studies	Semi-annually (APR and September IFR)	0	N/A	2
	Output 1.8	Identifying and increasing the degree of tolerance and acceptance and the public perception regarding the foreign citizens on the Romanian territory	Number of national researches implemented	N/A	Cumulative number	Project promoters' records	Annually (APR)	0	2022	1
	Output 1.9	Improved cooperation framework for the national actors in managing the crisis situations caused by immigration	Number of regional consultations implemented	N/A	Cumulative number	Project promoters' records	Annually (APR)	0	2022	20

PA20	Outcome 2	Strengthened police capacity to investigate cross border, organized and financial crimes	Number of cases detected with cross-border collaboration between Romanian and Norwegian police	N/A	Cumulative number	Police records	Annually (APR)	8	2022	10[2]
			Number of information exchanges in organized crime cases investigated	N/A	Cumulative number	Project promoters' records	Annually (APR)	103	2019	118
	Output 2.1	Joint missions of Romanian police officers in Norway and Norwegian police officers in Romania completed	Number of police officers participating in joint missions (Romanian officers in Norway plus Norwegian officers in Romania)	Type of exchange	Cumulative number	Police records	Semi-annually (APR and September IFR)	0	N/A	30
	Output 2.2	Modernized national fingerprinting system (AFIS), with increased capacity	AFIS system operational and in compliance with relevant EU regulations	N/A	Binary	Assessment by PO of the system's operational capabilities - Reports	2022, 2024	No	N/A	Yes
			Maximum database capacity for dactyloscopic records (tenprints and latent)	N/A	Cumulative number	Police records	Semi-annually (APR and September IFR)	6,700,000	N/A	8,000,000
			Increase of maximum capacity for processing (transaction/day)	N/A	Cumulative number	PO's Internal reports and statistics	Semi-annually (APR and September IFR)	2,000	N/A	7,000
	Output 2.3	Victims (suspected) of human trafficking of Romanian citizenship informed/assisted	Number of suspected victims of human trafficking of Romanian citizenship receiving information/assistance	Gender, Roma	Cumulative number	Police records	Semi-annually (APR and September IFR)	0	N/A	100

[2] Target value was set to +20% of baseline

	Output 2.4	Improving the resilience of the Romanian Police in fighting trafficking and organized crime	Days of training of staff in the field of countering organized crime (trafficking and other specific domains)	N/A	Cumulative number	PO's Internal reports and statistics	Semi-annually (APR and September IFR)	0	N/A	2,400
	Output 2.5	Specialized equipment provided for the Police Financial Investigations Unit	Number of financial investigators supported with specialized equipment	N/A	Cumulative number	Police records	Semi-annually (APR and September IFR)	0	N/A	100
	Output 2.6	Training provided to financial investigators in specialized areas (fraud and money laundering through stock market, insurance, banking, commodities exchange, virtual currencies)	Number of continuous training courses/curricula put in place	N/A	Cumulative number	Copies of training curricula	Semi-annually (APR and September IFR)	0	N/A	4
			Number of law enforcement officers trained in different specialist courses related to financial investigations	Gender, Roma	Cumulative number	List of participants	Semi-annually (APR and September IFR)	0	N/A	400
			Number of trainers trained	Gender, Roma	Cumulative number	List of participants	Semi-annually (APR and September IFR)	0	N/A	20
PA20	Outcome 3	Improved conditions of vulnerable Romanian citizens, with particular focus on Roma communities	Annual number of cases investigated by the hate crime unit	N/A	Annual number	Police records	Annually (APR)	0	N/A	5
			Level of trust in the Romanian police from the Roma communities	N/A	Scale 1-5	Copies of the completed questionnaires	2022, 2024	1	2019[3]	2[4]
			Number of vulnerable people that have benefited from the services (information on human rights and counselling)	Gender, Roma	Cumulative number	Project promoters' records	Semi-annually (APR and September IFR)	0	N/A	1,500

[3] The year in which the initial independent asessment is completed.
[4] Target was set to Baseline +1

	Output 3.1	Specialized anti-hate crime/anti-hate speech unit in Romanian Police developed	Annual number of petitions submitted by citizens in relation to hate crimes and directed to the anti-hate crime unit for further processing/investigations	N/A	Annual number	PO's Internal reports and statistics	Semi-annually (APR and September IFR)	0	N/A	10
			Number of officers working in specialized anti-hate crime unit	N/A	Cumulative number	Police records	Semi-annually (APR and September IFR)	0	N/A	7
	Output 3.2	Provisions of identity /civil registration documents to undocumented/vulnerable Roma	Number of counties where needs assessment are carried out	N/A	Cumulative number	Project promoters' records	Semi-annually (APR and September IFR)	0	N/A	5
			Number of identity /civil registration documents (ID cards or birth certificates) provided for undocumented/vulnerable citizens of Roma ethnicity	Gender	Cumulative number	Police records	Semi-annually (APR and September IFR)	0	N/A	700
	Output 3.3	Accredited training courses provided to professionals working in the field of prevention and combating hate crimes and violent extremism	Number of professionals trained in anti-hate crime and combating violent extremism	Gender, Roma	Cumulative number	List of participants	Semi-annually (APR and September IFR)	0	N/A	600
	Output 3.4	Specialized equipment – monitoring compliance with human rights provisions in policing activity	Number of Body Worn Cameras (BWC) in service for the police patrols in localities with large Roma communities or other disadvantaged socio-economic groups	N/A	Cumulative number	Police records	Semi-annually (APR and September IFR)	0	N/A	120
	Output 3.5	Legal procedures developed to improve the	Legal/procedural framework developed	N/A	Cumulative number	Copy of the legal/procedural	Semi-annually	0	N/A	1

		accountability of the police	related to the use of body worn cameras			framework developed	(APR and September IFR)			
	Output 3.6	Services provided to improve access to basic human rights for the Roma population	Number of counties in which human rights services were provided to Roma	N/A	Cumulative number	Project promoters' records	Semi-annually (APR and September IFR)	0	N/A	5
	Output 3.7	Awareness raising/media campaign on social inclusion of vulnerable groups conducted	Number of awareness raising/media campaigns on human rights and anti-hate crimes/speech	N/A	Cumulative number	Project promoters' records	Semi-annually (APR and September IFR)	0	N/A	1
			Number of people reached by awareness raising campaigns	N/A	Cumulative number	Project promoters' records	Semi-annually (APR and September IFR)	0	N/A	2,000
	Output 3.8	Study conducted on the attitudes and experiences of Roma population regarding victimization/hate crimes and expectations regarding community relations with the police service	Number of surveys of non-Roma and Roma-population (comparative surveys)	N/A	Cumulative number	Copies of the completed surveys	Annually (APR)	0	N/A	2
PA23	Outcome 4	Increased response capacity in emergency situations	Level of compliance on international standards	N/A	Scale 1-5	Independent assessment	2022, 2024	TBD	TBD	Baseline +1
	Output 4.1	Set up of a new training facility for search and rescue and UXO removal missions	Number of training facilities built	N/A	Cumulative number	Acceptance document (building certificate)	2022, 2024	0	N/A	1
	Output 4.2	Training provided to the trainers	Number of trainers trained in Norway	N/A	Cumulative number	List of participants	Semi-annually (APR and September IFR)	0	N/A	8

	Output 4.3	Training sessions provided	Number of GIES officers trained in the new facility on search and rescue missions	N/A	Cumulative number	List of participants	Semi-annually (APR and September IFR)	0	N/A	160
			Number of GIES officers trained in the new facility on UXO removal missions	N/A	Cumulative number	List of participants	Semi-annually (APR and September IFR)	0	N/A	120
			Number of Romanian Gendarmerie personnel trained on search & rescue and UXO removal	N/A	Cumulative number	List of participants	Semi-annually (APR and September IFR)	0	N/A	30
	Output 4.4	Improved disaster response management of the Romanian territorial units	Number of comprehensive live exercises implemented	N/A	Cumulative number	Project promoters' records	Annually (APR)	0	2022	2
	Output 4.5	Improved management of intervention	Number of professional trainings implemented	N/A	Cumulative number	Project promoters' records	Annually (APR)	0	2022	1
			Number of regional workshops delivered	N/A	Cumulative number	Project promoters' records	Annually (APR)	0	2022	8
	Output 4.6	Improved effectiveness of rescue missions performed by MoIA's intervention units	Endowment with specific rescue equipment	N/A	Binary	Project promoters' records	Annually (APR)	N/A	N/A	Yes
			Number of specialized trainings delivered	N/A	Cumulative number	Project promoters' records	Annually (APR)	0	2022	2
PA23	Outcome 5	Prevention and reduction of nuclear and radiological risks and vulnerabilities	Improved regulatory effectiveness of the National Nuclear and Radiological Emergency response plan	N/A	Binary	Independent assessment	2024	No	2019[5]	Yes

[5] The year in which the initial independent assessment is completed.

	Output 5.1	Up-to-date regulatory framework, guides and procedures in the field of nuclear and radiological safety and regulatory oversight non-proliferation, border control and prevention of illicit trafficking of nuclear and other radioactive material	Number of new and updated regulations, regulatory guides and procedures issued	N/A	Cumulative number	Copies of the documents issued	Semi-annually (APR and September IFR)	0	N/A	40
	Output 5.2	Documented lessons learned/good practices exchanged on prevention and reduction of nuclear and radiological risks and vulnerabilities	Number of participants at experience exchange events, including training courses, workshops, technical meetings, consultancy meetings and scientific visits	N/A	Cumulative number	List of participants	Semi-annually (APR and September IFR)	0	N/A	30
	Output 5.3	Improved professional competences in the field of nuclear security and radiological risk and vulnerability assessments (documented lessons learned/good practices exchanged on nuclear security)	Number of participants at experience exchange events, including training courses, workshops, technical meetings, consultancy meetings and scientific visits	N/A	Cumulative number	List of participants	Semi-annually (APR and September IFR)	0	N/A	25
			Number of staff from the national authorities and industry formally trained in all the essential aspects of nuclear security, non-proliferation, border control and prevention of illicit trafficking of nuclear and other radioactive materials	Gender	Cumulative number	List of participants	Semi-annually (APR and September IFR)	0	N/A	180
	Output 5.4	Improved professional competences in all important aspects of	Number of participants at experience exchange events, including training courses, workshops,	N/A	Cumulative number	List of participants	Semi-annually (APR and	0	N/A	20

		emergency preparedness and response	technical meetings, consultancy meetings and scientific visits				September IFR)			
			Number of staff of national authorities and relevant industry organizations formally trained in all the important aspects of emergency preparedness and response	Gender	Cumulative number	List of participants	Semi-annually (APR and September IFR)	0	N/A	150
	Output 5.5	New Emergency Information and Training centre supported	Information and Training Centre within CNCAN premises set up	N/A	Binary	Project report	Annually (APR)	No	N/A	Yes
			Number of professional staff trained at the emergency information and training centre	Gender, Roma	Cumulative number	List of participants	Semi-annually (APR and September IFR)	0	N/A	100
	Output 5.6	New Emergency Information and Training center endowed and fully operational	Information and training centre within CNCAN equipped and furnished	N/A	Binary	Project promoters' records	Annually (APR)	N/A	N/A	Yes
PA20	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)	N/A[6]	N/A[7]	4.5[8]
			Level of trust between cooperating entities in Beneficiary States and Donor States	N/A	Scale 1-7	Survey results	Annually (APR)	N/A[9]	N/A[10]	4.5[11]

[6] Survey carried out by the FMO. No baseline data available.
[7] 2018
[8] Target is ≥4.5, and an increase on the baseline value
[9] Survey carried out by the FMO. No baseline data available.
[10] 2018
[11] Target is ≥4.5, and an increase on the baseline value

			Share of cooperating organisations that apply the knowledge acquired from bilateral partnership	N/A	Percentage	Copies of completed surveys	Annually (APR)	N/A	N/A	50 %[12]
	Bilateral Output 1	Capacity building provided on investigation, anti-hate and Roma-issues	Number of seminars and workshops between Romanian and Norwegian police	N/A	Cumulative number	Project promoters' records	Semi-annually (APR and September IFR)	0	N/A	25
	Bilateral Output 2	International networks established/supported	Number of JIT (Joint Investigation Teams) established	N/A	Cumulative number	Project promoters' records	Semi-annually (APR and September IFR)	0	N/A	6

[12] Target is minimum 50 %

Conditions

General

1. For the following indicators where the baseline value is "to be determined" (TBD), the Programme Operator shall submit to the FMO the baseline value, together with a description of the data collection method used, no later than 6 months from signature of the Programme Agreement. Updated baseline values shall be agreed upon through a modification of the programme agreement:
a. Outcome 1 indicator "**Level of compliance with EU standards on asylum (1-5)**"
b. Outcome 2 indicator "**Number of cases detected with cross-border collaboration between Romanian and Norwegian police**"
c. Outcome 2 indicator "**Number of information exchanges in the investigation of organized crime cases**"
d. Outcome 4 indicator **"Level of compliance on international standards"**

2. For the following indicators where the baseline value is "to be determined" (TBD), the Programme Operator shall submit to the FMO the baseline value, together with a description of the data collection method used, no later than one year from signature of the Programme Agreement. Updated baseline values shall be agreed upon through a modification of the programme agreement:

a. Outcome 3 indicator "**Level of trust in the Romanian police from the Roma communities**".

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

4. 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.

5. The National Focal Point shall ensure that the Programme Operator ensures that synergies with the programme 'Justice' are sought in the implementation of the programme.

6. 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.

7. The National Focal Point shall ensure that the Programme Operator ensures that Project Promoters:

- Keep any buildings purchased, constructed, renovated or reconstructed under the project in their ownership for a period of at least 5 years following the completion of the project and continue to use such buildings for the benefit of the overall objectives of the project for the same period;

- Keep any buildings purchased, constructed, renovated or reconstructed under the project properly insured against losses such as fire, theft and other normally insurable incidents both during project implementation and for at least 5 years following the completion of the project; and

- Set aside appropriate resources for the maintenance of any buildings purchased, constructed, renovated or reconstructed under the project for at least 5 years following the completion of the project. The specific means for implementation of this obligation shall be specified in the project contract.

Pre-eligibility

1. No costs shall be eligible under pre-defined project no. 2 (number under Section 5.1 of Annex II to the Programme Agreement) before a detailed description and budget for the pre-defined project,

including the role and contribution of any donor project partner(s), has been agreed with the donor project partner(s), submitted by the PO and the NMFA has confirmed the grant to the project as described in Annex 2 to this Programme Agreement.

2. No costs shall be eligible under pre-defined project no. 3 (number under Section 5.1 of Annex II to the Programme Agreement) before a detailed description and budget for the pre-defined project, including the role and contribution of any donor project partner(s), has been agreed with the donor project partner(s), submitted by the PO and the NMFA has confirmed the grant to the project as described in Annex 2 to this Programme Agreement.

3. The purchase of equipment for flood management shall only be eligible under pre-defined project no. 4 following the agreement of a procurement plan with the donor project partner and subsequent confirmation by the NMFA.

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 (€)		€ 28,235,294
Programme grant rate (%)		85.00 %
Maximum amount of Programme grant - EEA Financial Mechanism (€)		-
Maximum amount of Programme grant - Norwegian Financial Mechanism (€)		€ 24,000,000
Maximum amount of Programme grant - Total (€)		€ 24,000,000

PA	Budget Heading	Norway Grants	Total grant	Programme grant rate	Programme co-financing	Programme eligible expenditure	Advance payment
PA20	Programme management	€ 500,000	€ 500,000	85.00 %	€ 88,235	€ 588,235	€ 50,000
PA18	Outcome 1 (Norway Grants)	€ 5,000,000	€ 5,000,000	85.00 %	€ 882,353	€ 5,882,353	€ 400,000
PA20	Outcome 2 (Norway Grants)	€ 7,600,000	€ 7,600,000	85.00 %	€ 1,341,176	€ 8,941,176	€ 600,000
PA20	Outcome 3 (Norway Grants)	€ 2,400,000	€ 2,400,000	85.00 %	€ 423,529	€ 2,823,529	€ 300,000
PA23	Outcome 4 (Norway Grants)	€ 5,000,000	€ 5,000,000	85.00 %	€ 882,353	€ 5,882,353	€ 875,000
PA23	Outcome 5 (Norway Grants)	€ 3,500,000	€ 3,500,000	85.00 %	€ 617,647	€ 4,117,647	€ 800,000
Total		**€ 24,000,000**	**€ 24,000,000**	**85.00 %**	**€ 4,235,294**	**€ 28,235,294**	**€ 3,025,000**

Retention of management costs	
Retention of management costs - Percentage of the management costs	10.00 %
Retention of management costs - Planned Euro value	€ 58,824

Home Affairs

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 Ministry of Internal Affairs (MoIA). The Norwegian Ministry of Justice and Public Security (NMOJ), the National Police Directorate (POD), the Norwegian Directorate for Civil Protection (DSB) and the Norwegian Directorate of Immigration (UDI) shall act as Donor Programme Partners. The Council of Europe (CoE) is the International Partner Organisation.

The programme objective, 'Strengthened rule of law', will be attained through five outcomes:

The programme shall support the outcome `Increased institutional and operational capacity of the Romanian authorities in the field of asylum and immigration management` (Outcome 1) by way of a pre-defined project (PDP) `Improving the national asylum and migration system`(PDP No 1).

The programme shall support the outcome `Strengthened police capacity to investigate cross border, organized and financial crimes` (Outcome 2) by way of a pre-defined project `Strengthening national capacities in the area of international police cooperation` (PDP No 2).

The programme shall support the outcome `Improved conditions of vulnerable Romanian citizens, with particular focus on Roma communities` (Outcome 3) by way of a pre-defined project, `Combating hate crimes and violent extremism, particularly against the Roma population and increasing the quality of the police service` (PDP No 3).

The programme shall support the outcome `Improved disaster resilience` (Outcome 4) by way of a pre-defined project `Improving disaster risk resilience by enhanced preparedness for search and rescue and bomb removal missions (PDP No 4).

And radiological risks and vulnerabilities` (Outcome 5) by way of a pre-defined project `Enhancement of nuclear safety and security in Romania – improvement of disaster resilience and preparedness for nuclear and radiological events` (PDP No 5).

2. Eligibility

2.1 Eligible applicants:

The rules on eligibility of project promoters and project partners are set in Article 7.2 of the Regulation.

2.2 Special rules on eligibility of costs:

Travel and subsistence allowances for Romanian personnel travelling to Norway will be calculated in line with the scales specified in Annex I of the European Commission Decision C(2008) 6215 'General implementing provisions adopting the Guide to missions for officials and other servants of the European Commission'. Travel and subsistence allowances for Norwegian personnel travelling to Romania will be calculated in line with the rules specified in the Norwegian "State Personnel Manual".

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):

Not Applicable.

4.2 Selection procedures:

Not Applicable.

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 five pre-defined projects implemented under the programme:

1) ""Improving national asylum and migration system""

Project Promoter:	General Inspectorate for Immigration
Donor project partner(s):	Norwegian Directorate of Immigration (UDI)
Other project partner(s):	General Inspectorate of Romanian Border Police (GIRBP) Police Academy 'Alexandru Ioan Cuza Romanian Information Service (SRI) General Inspectorate for Emergency Situations (GIES) General Inspectorate of the Romanian Gendarmerie (IGJR)
Total maximum eligible costs:	€ 5,882,353
Project grant rate:	100.00 %
Maximum project grant amount:	€ 5,882,353
Estimated duration:	30 months

Programme outcome the project contributes to: "Increased institutional and operational capacity of the Romanian authorities in the field of asylum and migration management".

The project will support the efforts of Romania to improve the response capacity in the instance of a mass influx of migrants, with a focus on the protection of vulnerable immigrants and unaccompanied minors. The main activities in the project will be the improvement of reception facilities by reconstructing two integrated centres for migrants, implementing a platfom for the issuing of temporary identity documents and training of staff.

The project will support information and awareness raising campaigns to inform the public and identified risk groups of the consequences of trafficking in human beings. The project shall also support the provision of public information to migrants regarding their rights and obligations. Studies on the economic impact and quality of service offered to migrants, as well as on asssessing the current opportunities for integration shall also be supported.

2) ""Strengthening national capacities in the area of international police cooperation and combating crime""

Project Promoter:	General Inspectorate of Romanian Police
Donor project partner(s):	National Criminal Investigation Service (KRIPOS) Norwegian University of Science and Technology (NTNU) National Authority for the Investigation and Prosecution of Economic and Environmental Crime (Økokrim) Oslo Police District South West Police District National Police Directorate (POD)
Other project partner(s):	National Agency Against Trafficking in Persons Prosecutor'sOffice- Directorate for Investigating Organized Crime and Terrorism Directorate for Information and Public Relations– MoIA
Total maximum eligible costs:	€ 8,941,176
Project grant rate:	100.00 %
Maximum project grant amount:	€ 8,941,176

Programme outcome the project contributes to: `Strengthened police capacity to investigate cross border, organised and financial crimes`.

The project aims at increasing the operational support for police activities in partnership with Norwegian Police, as well as the operational capacities to improve the effectiveness of the police system, particularly in the area of trafficking of human beings, economic crimes and combating itinerant crime. The project will enhance the bilateral operational cooperation between the police in Norway and Romania.

The project will, inter alia, include the following main activities:

- Modernisation of and increased capacity of the national fingerprinting system AFIS;
- Deployment of Romanian Police officers to Norway;
- Deployment of Norwegian Police officers to Romania;
- Training and capacity building with introduction of new measures and methodology through bilateral workshops, seminars and sharing of best practises;
- Improved access to updated equipment in the use of investigation;
- Awareness raising campaigns with the aim of preventing crime, including trafficking of human beings;
- Rehabilitation/construction of training facilities and specialiced training of Romanian police staff in countering trafficking and organized crime.

3) ""Combating hate crimes and violent extremism, particularly against Roma population, and increasing the quality of police service""

Project Promoter:	General inspectorate of the Romanian Police (GIRP)
Donor project partner(s):	National Criminal Investigation Service (KRIPOS) Norwegian Police University College Oslo Police District National Police Directorate (POD)
Other project partner(s):	Organisation for Security and Cooperation in Europe (ODHIR) Directorate for Information and Public Relations– MoIA
Total maximum eligible costs:	€ 2,823,529
Project grant rate:	100.00 %
Maximum project grant amount:	€ 2,823,529

Programme outcome the project contributes to: `Improved conditions of vulnerable Romanian citizens, with particular focus on Roma communities.`

The project addresses the main problems with hate crimes and violent extremism, particularly against Roma. The project will enhance the cooperation between law enforcement authorities and non-governmental organisations. International best practices and expertise regarding prevention and countering hate crimes will be transferred to Romania, through cooperation with the Norwegian University Police College and Organisation for Security and Cooperation in Europe.

The project will, inter alia, include the following main activities:

- Capacity building and transfer of knowledge through training seminars and workshops;
- Awareness raising and anti-victimization campaigns targeting both specialized audience and the general public;
- Establishment of an anti-hate crime unit within the Romanian police,
- Provision of identity registration to undocumented persons in the Roma population;
- Drafting legal procedures related to police accountability and Measures to increase access to basic human rights for the Roma poplualtion.

The following special provisions shall apply to OSCE-ODIHR as project partner:

1. In case of any inconsistency between the OSCE financial regulations and the legal framework of the Norwegian Financial Mechanism 2014-2021, the former shall prevail;
2. Funds made available to ODIHR shall be subject to the internal and external auditing procedures as provided for in the financial regulations, rules and directives of the OSCE;
3. All procurement made by ODIHR shall be made in compliance with the relevant regulations, rules, policies and procedures of the OSCE.

4) ""Improving disaster risk resilience by enhanced preparedness for search and rescue and bomb removal missions""

Project Promoter:	The General Inspectorate for Emergency Situations
Donor project partner(s):	Norwegian Directorate for Civil Protection (DSB)
Other project partner(s):	General Inspectorate of Romanian Gendarmerie (GIRG)

Total maximum eligible costs:	€ 5,882,353
Project grant rate:	100.00 %
Maximum project grant amount:	€ 5,882,353

Programme outcome the project contributes to: "Increased response capacity in emergency situations".

The project aims at improving the response capacity in emergency situations by creating/upgrading a new training facility for search and rescue and UXO[1] removals, and by training of personnel. The project shall support awareness raising campaigns to improve the public response to natural disasters. International professional exchanges, including study visits to Norway and, where necessary, other EU Member States, shall also be supported.

~~Increasing the response and intervention capacities in the Romanian Ministry of Internal Affairs (MOIA);~~

- ~~International professional exchange, study visit to Norway and to other EU states, and international workshop for exchange of experience;~~
- ~~Domestic exercises and workshops;~~
- ~~Training of professionals/command personnel and managers;~~
- ~~Awareness campaigns to improve the public response to natural disasters.~~

[~~1~~1] Unexploded ordnances.

5) ""Enhancement of nuclear safety and security in Romania – Improvement of disaster resilience and preparedness for radiological and nuclear events""

Project Promoter:	National Commission for Nuclear Activities Control (CNCAN)
Donor project partner(s):	Norwegian Radiation and Nuclear Safety Authority (DSA)
Other project partner(s):	International Atomic Energy Agency (IAEA) General Inspectorate of Romanian Gendarmerie (GIRG)
Total maximum eligible costs:	€ 4,117,647
Project grant rate:	100.00 %
Maximum project grant amount:	€ 4,117,647

Programme outcome the project contributes to: "Prevention and reduction of nuclear and radiological risks and vulnerabilities".

The objective of the project is to improve the national capabilities to prevent incidents, by reviewing and revising the regulatory framework, guides and procedures, by development of ‘best practice’, training of personnel, workshops and technical meetings. Second, to increase preparedness by improving professional competence, training in non-proliferation and prevention of illicit trafficking of nuclear materials and by scientific cooperation. In addition, an information and training centre to accommodate the training activities will be established and equipped. International professional exchanges shall also be supported. The project shall continue the cooperation established within the

"Regional Excellence" Project supported by the RO18 Programme under the Norwegian Financial Mechanism 2009-2014.

~~The project will, inter alia, include the following main activities:~~

- ~~Procurement of an access control and security system, video surveillance system, fire detection and extinguishing system, air conditioning, furniture and interior design, IT&C hardware and software, communication and conference system, video displays, sound system, translation system, servers and back-up solutions, power supply at the new Emergency Operation, Information and Training Center;~~
- ~~Training courses for staff;~~
- ~~International professional exchange.~~

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 and final payments to the projects shall be based on approved project reports.

Payments of the project grant shall take the form of advance payments, interim payments and a final payment. The level of advance payment to projects shall be set out in the project contract. The maximum level of advance payment shall be linked to the type of project promoter:

Type of project promoter	First advance payment	Interim payments	Final payment
Public entities	30%	70%	-
Private entities	30%	60%*	10%*

*Based on reimbursement of incurred expenditure

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. The final payment will be paid after approval of the final report, if applicable.

An advance payment of a percentage of the total grant amount shall be paid within 1 month from the submission of a request after signature of the project contract. The interim payments shall be paid within 1 month after the approval of project interim reports.

Upon approval of the final project report a final balance payment, if applicable, shall be made within 1 month.

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

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 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 donors.

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 and templates received from the FMO.

6.4 Programme administrative structures

N/A

7. Communication

7.1 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