

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,
hereinafter referred to as the “National Focal Point”,
representing the Government of 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 of 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.

3. The first date of eligibility of expenditures in projects shall be set in the project contract in accordance with Article 8.13 of the 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.

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

Article 4.2

Proof of expenditure

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

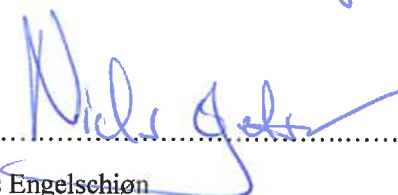
This programme agreement is drawn up in two originals in the English language.

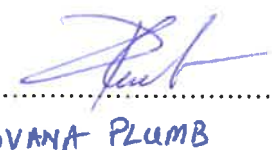
For the NMFA

For the National Focal Point

Signed in Oslo on 12th June 2018

Signed in BUCHAREST on 19.06.2018


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Niels Engelsen

ROVANA PLUMB

Director General, Norwegian Ministry of
Foreign Affairs

Minister for European Funds

Annex I

Programme Operator and Partners	
Programme Operator:	Ministry of Internal Affairs (MoIA)
	Norwegian Ministry of Justice (NMoJ) National Police Directorate (POD) Norwegian Directorate for Civil Protection (DSB)
Donor Programme Partner:	Norwegian Directorate for Immigration (UDI)
IPO:	Council of Europe (CoE)
Other Programme Partners(s):	Not Applicable

Programme Objective	Strengthened rule of law
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PA	Number	Expected programme results	Indicator	Unit of measurement	Source of verification	Frequency of reporting	Baseline value	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	Annual number	Project promoters' records	Semi-annually ¹	0	N/A	390
			Number of unaccompanied minors receiving services	Annual number	Project promoters' records	Semi-annually	0	N/A	150

¹ In the APR and September IFR.

PA	Number	Expected programme results	Indicator	Unit of measurement	Source of verification	Frequency of reporting	Baseline value	Baseline year	Target value
			Level of compliance with EU standards on asylum (1-5)	Scale 1-5	Independent assessment	2020, 2024	TBD	2019 ²	Baseline +1
	Output 1.1	Modernised Integrated Contingency Centres, in case of massive influx of migrants	Number of integrated contingency centres with capacity to accommodate 1000 migrants, endowed and operational	Number	Project promoters' records	Semi-annually	0	N/A	2
	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	Number	Project promoters' records	Semi-annually	0	N/A	6
Number of reception staff trained on identification of and assistance mechanism for vulnerable cases (disaggregated by Gender, Roma)			Number	List of participants	Semi-annually	0	N/A	40	
Number of rehabilitated facilities and services at "Giurgiu" Regional Centre			Number	Project promoters' records	Semi-annually	0	N/A	1	
Number of rehabilitated facilities and services at "Radauti" Regional Centre			Number	Project promoters' records	Semi-annually	0	N/A	1	

² The year in which the initial independent assessment is completed.

PA	Number	Expected programme results	Indicator	Unit of measurement	Source of verification	Frequency of reporting	Baseline value	Baseline year	Target value
			Number of staff ensuring legal representation of unaccompanied minors trained (disaggregated by Gender, Roma)	Number	List of participants	Semi-annually	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)	Number of new national and international actors with improved access to GII data base	Number	PO's Internal reports and statistics	Semi-annually	0	N/A	22
Number of units within GII with improved access to the internal system for issuing temporary documents			Number	PO's Internal reports and statistics	Semi-annually	0	N/A	10	
Increased average speed of data transmission between GII units and the data centre			Percentage	PO's Internal reports and statistics	Semi-annually	0	N/A	+10%	
	Output 1.4	Thematic training sessions on provided for staff of Ministry of Internal Affairs	Number of professional staff trained (disaggregated by Gender, Roma)	Number	List of participants	Semi-annually	0	N/A	1617
	Output 1.5	Information and awareness campaigns on migration and trafficking of human beings conducted	Number of awareness raising campaigns	Number	Project promoters' records	Semi-annually	0	N/A	5
			Number of people reached by awareness raising campaigns	Number	Project promoters' records	Semi-annually	0	N/A	2000

PA	Number	Expected programme results	Indicator	Unit of measurement	Source of verification	Frequency of reporting	Baseline value	Baseline year	Target value
	Output 1.6	National studies on Asylum & Migration conducted	Number of studies completed	Number	Copies of the studies	Semi-annually	0	N/A	2
PA20	Outcome 2	Strengthened police capacity to investigate cross border, organized and financial crimes	Compliance with international standards in the anti-money laundering area as regards institutional and operational frameworks	Scale 1-5	Independent assessment	2022, 2024	TBD	2019 ³	Baseline +1
			Number of cases detected with cross-border collaboration between Romanian and Norwegian police	Number	Police records	Annually	TBD	2019	+20%
			Number of information exchanges in the investigation of organized crime cases	Number	Project promoters' records	Annually	TBD	2019	+15%
	Output 2.1	Joint missions of Romanian police officers in Norway completed	Number of Romanian police officers participating in joint missions to Norway	Number	Police records	Semi-annually	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	Binary	Assessment by PO of the system's operational capabilities - Reports	2022, 2024	No	N/A	Yes

³ The year in which the initial independent assessment is completed.

RO HOME AFFAIRS – Norwegian FM
Programme Agreement

PA	Number	Expected programme results	Indicator	Unit of measurement	Source of verification	Frequency of reporting	Baseline value	Baseline year	Target value
			Number of fingerprints and palm prints stored	Number	Police records	Semi-annually	0	N/A	200
			Number of processed transactions per day	Number	PO's Internal reports and statistics	Semi-annually	0	N/A	300
	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 (disaggregated by Gender, Roma)	Number	Police records	Semi-annually	0	N/A	100
	Output 2.4	National risk assessment on money laundering and combating terror financing created	National risk assessment on money laundering and combating terror financing in place ⁴	Binary	Independent assessment	Semi-annually	0	N/A	1
	Output 2.5	Specialized equipment provided for the Police Financial Investigations Unit	Number of financial investigators supported with specialized equipment	Number	Police records	Semi-annually	0	N/A	100
	Output 2.6	Training provided to financial investigators in specialized areas (fraud	Number of continuous training courses/curricula put in place	Number	Copies of training curricula	Semi-annually	0	N/A	4

⁴ The adoption of a new AML/CFT Law to transpose Directive 2015/849 of the European Union into Romanian legislation. The project of the Law is done and it will be sent to the Parliament for adoption.

PA	Number	Expected programme results	Indicator	Unit of measurement	Source of verification	Frequency of reporting	Baseline value	Baseline year	Target value
		and money laundering through stock market, insurance, banking, commodities exchange, virtual currencies)	Number of financial investigators trained (disaggregated by Gender, Roma)	Number	List of participants	Semi-annually	0	N/A	400
			Number of trainers trained (disaggregated by Gender, Roma)	Number	List of participants	Semi-annually	0	N/A	20
	Outcome 3	Improved conditions of vulnerable Romanian citizens, with particular focus on Roma communities	Annual number of cases investigated by the hate crime unit	Annual number	Police records	Annually	0	N/A	5
			Level of trust in the Romanian police from the Roma communities	Scale 1-5	Copies of the completed questionnaires	2022, 2024	TBD	2019 ⁵	Baseline +1
			Number of vulnerable people that have benefited from the services (information on human rights and counselling) (disaggregated by Gender, Roma)	Number	Project promoters' records	Semi-annually	0	N/A	1500
	Output 3.1	Specialized anti-hate crime/anti-hate speech units in Romanian Police expanded	Annual number of petitions submitted by citizens in relation to hate crimes directed to the anti-hate crime unit for further processing/investigations	Annual number	PO's Internal reports and statistics	Semi-annually	0	N/A	10

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

PA	Number	Expected programme results	Indicator	Unit of measurement	Source of verification	Frequency of reporting	Baseline value	Baseline year	Target value
			Number of officers working in specialized anti-hate crime units	Number	Police records	Semi-annually	0	N/A	7
	Output 3.2	Provisions of identity /civil registration documents to undocumented/vulnerable Roma	Number of counties where needs assessment is carried out	Number	Project promoters' records	Semi-annually	0	N/A	5
			Number of identity /civil registration documents (ID cards or birth certificates) provided for undocumented/vulnerable citizens of Roma ethnicity (disaggregated by Gender)	Number	Police records	Semi-annually	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 (disaggregated by Gender, Roma)	Number	List of participants	Semi-annually	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	Number	Police records	Semi-annually	0	N/A	120

PA	Number	Expected programme results	Indicator	Unit of measurement	Source of verification	Frequency of reporting	Baseline value	Baseline year	Target value
	Output 3.5	Legal procedures developed to improve the accountability of the police	Legal/procedural framework developed related to the use of body worn cameras	Number	Copy of the legal/procedural framework developed	Semi-annually	0	N/A	1
	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	Number	Project promoters' records	Semi-annually	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	Number	Project promoters' records	Semi-annually	0	N/A	1
			Number of people reached by awareness raising campaigns	Number	Project promoters' records	Semi-annually	0	N/A	2000
	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)	Number	Copies of the completed surveys	Annually (in the APR)	0	N/A	2
PA23	Outcome 4	Increased response capacity in emergency situations	Level of compliance on international standards	Scale 1-5	Independent assessment	2022, 2024	TBD	N/A	Baseline +1

PA	Number	Expected programme results	Indicator	Unit of measurement	Source of verification	Frequency of reporting	Baseline value	Baseline year	Target value
	Output 4.1	Set up of a new training facility for search and rescue and UXO removal missions	Number of training facilities built	Number	Acceptance document (building certificate)	2022, 2024	0	N/A	1
	Output 4.2	Training provided for trainers	Number of trainers trained in Norway	Number	List of participants	Semi-annually	0	N/A	8
	Output 4.4	Training sessions provided	Number of Romanian Gendarmerie personnel trained on search & rescue and UXO removal	Number	List of participants	Semi-annually	0	N/A	30
Number of GIES officers trained in the new facility on UXO removal missions			Number	List of participants	Semi-annually	0	N/A	120	
Number of GIES officers trained in the new facility on search and rescue missions			Number	List of participants	Semi-annually	0	N/A	160	
	Outcome 5	Prevention and reduction of nuclear and radiological risks and vulnerabilities	Level of compliance on international standards	Scale 1-5	Independent assessment	2022, 2024	TBD	2019 ⁶	Baseline +1
	Output 5.1	Up-to-date regulatory framework, guides and procedures in the field of nuclear and radiological safety and regulatory	Number of new and updated regulations, regulatory guides and procedures issued	Number	Copies of the documents issued	Semi-annually	0	N/A	40

⁶ The year in which the initial independent assessment is completed.

PA	Number	Expected programme results	Indicator	Unit of measurement	Source of verification	Frequency of reporting	Baseline value	Baseline year	Target value
		oversight non-proliferation, border control and prevention of illicit trafficking of nuclear and other radioactive material							
	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	Number	List of participants	Semi-annually	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	Number	List of participants	Semi-annually	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 (disaggregated by Gender, Roma)	Number	List of participants	Semi-annually	0	N/A	180

PA	Number	Expected programme results	Indicator	Unit of measurement	Source of verification	Frequency of reporting	Baseline value	Baseline year	Target value
	Output 5.4	Improved professional competences in all important aspects of emergency preparedness and response	Number of participants at experience exchange events, including training courses, workshops, technical meetings, consultancy meetings, scientific visits,	Number	List of participants	Semi-annually	0	N/A	20
			Number of staff of national authorities and relevant industry organizations formally trained in all the important aspects of emergency preparedness and response (disaggregated by Gender, Roma)	Number	List of participants	Semi-annually	0	N/A	150
	Output 5.5	New Emergency Information and Training centre supported	Information and Training Center within CNCAN premises set up	Binary	Project report	Annually (in the APR)	No	N/A	Yes
			Number of professional staff trained at the emergency information and training centre (disaggregated by Gender, Roma)	Number	List of participants	Semi-annually	0	N/A	100
Bilateral	Bilateral outcome	Enhanced collaboration between Beneficiary and Donor State entities involved in the programme	Level of satisfaction with the partnership (disaggregated by Beneficiary State, Donor State)	Scale 1-7	Copies of completed surveys	Annually (in the APR)	TBD	2018	≥4.5, and an increase on the baseline value

RO HOME AFFAIRS – Norwegian FM
Programme Agreement

PA	Number	Expected programme results	Indicator	Unit of measurement	Source of verification	Frequency of reporting	Baseline value	Baseline year	Target value
			Level of trust between cooperating entities in Beneficiary States and Donor States (disaggregated by Beneficiary State, Donor State)	Scale 1-7	Copies of completed surveys	Annually (in the APR)	TBD	2018	≥4.5, and an increase on the baseline value
			Share of cooperating organisations that apply the knowledge acquired from bilateral partnership (disaggregated by Beneficiary State, Donor State)	Percentage	Copies of completed surveys	Annually (in the APR)	N/A	N/A	≥50%
	Bilateral output 1	Capacity building provided on investigation, anti-hate and Roma-issues	Number of seminars and workshops between Romanian and Norwegian police	Number	Project promoters' records	Semi-annually	0	N/A	25
	Bilateral output 2	International networks established/supported	Number of JIT (Joint Investigation Teams) established	Number	Project promoters' records	Semi-annually	0	N/A	6

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**”
 - e. Outcome 5 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 2 indicator “**Compliance with international standards in the anti-money laundering area as regards institutional and operational frameworks**”
 - b. 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. No costs shall be eligible under small grant schemes no. 2 and no. 3 (number under Section 4.1 of Annex II to the Programme Agreement) and the small grant schemes shall not be launched, before a detailed description of all relevant small grant scheme parameters has been submitted and the Programme Agreement has been modified accordingly.

Pre-payment

Not Applicable

Pre-completion

Not Applicable

Post-completion

Not Applicable

Eligibility of costs - period	First date	End date
Eligibility of costs	13/10/2016	31/12/2024

Grant rate and co-financing	
Programme eligible expenditure (€)	€ 28,235,294
Programme grant rate (%)	85%
Maximum amount of Programme grant - Norwegian Financial Mechanism (€)	€ 24,000,000
Maximum amount of Programme grant - EEA Financial Mechanism (€)	-
Maximum amount of Programme grant - Total (€)	€ 24,000,000

Maximum eligible costs (€) and Advance payment amount (€)								
PA	Budget heading	EEA Grants	Norway Grants	Total grant	Program me grant rate	Programme co-financing	Programme eligible expenditure	Advance payment
PM	Programme management	-	€500,000	€500,000	85%	€88,235	€588,235	€50,000
PA18	Outcome 1	-	€5,000,000	€5,000,000	85%	€882,353	€5,882,353	€400,000
PA20	Outcome 2	-	€7,600,000	€7,600,000	85%	€1,341,176	€8,941,176	€600,000
PA20	Outcome 3	-	€2,400,000	€2,400,000	85%	€423,529	€ 2,823,529	€300,000
PA23	Outcome 4	-	€5,000,000	€5,000,000	85%	€882,353	€5,882,353	€875,000
PA23	Outcome 5	-	€3,500,000	€3,500,000	85%	€617,647	€4,117,647	€800,000
Total		-	€ 24,000,000	€ 24,000,000	85%	€4,235,294	€28,235,294	€3,025,000

Retention of management costs	
Retention of management costs - percentage of the management costs	10 %
Retention of management costs - planned Euro value	€ 58.824

Home Affairs
Norwegian Financial Mechanism 2014-2021

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) and one Small Grant Scheme (SGS) for information and awareness campaigns on migration and trafficking in human beings.

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 one Small Grant Scheme (SGS), the content of which is to be determined.

The programme shall support the outcome 'Prevention and reduction of nuclear 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) and one Small Grant Scheme (SGS), the content of which is to be determined.

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.

By way of limitation, the eligible applicants for the small grant scheme under outcome 1 (SGS#1) shall be non-governmental organisations, established as legal persons in Romania.

The eligible applicants for the small grant schemes under outcomes 4 (SGS#2) and 5 (SGS#3) shall be determined further to a modification of this Programme Agreement.

2.2 Special rules on eligibility of costs:

Not applicable.

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):

Call number	Outcome(s)	Indicative call timing	Total amount available	Maximum grant amount per project	Minimum grant amount per project
SGS#1	Outcome 1	2019	€882 353	€200 000	€100 000
SGS#2	Outcome 4	TBD	€882 353	TBD	TBD
SGS#3	Outcome 5	TBD	€617 647	TBD	TBD

4.2 Selection procedures:

The project evaluation and award of grants shall be in accordance with Article 7.4 of the Regulation. The Programme Operator shall assess applications received for compliance with the administrative and eligibility criteria. Applicants whose applications are rejected at this stage shall be notified and given ten working days from the date of notification to appeal that decision.

All applications that pass the administrative and eligibility verification shall be subject to a technical and financial evaluation by external (to the Programme Operator) and independent experts contracted by the Programme Operator.

Each application shall be scored by at least two experts separately, against the selection criteria announced with the call for the Small Grant Scheme. For the purpose of ranking the projects, the average of the scores awarded by the experts shall be used. If the difference between the scores given by the two experts is more than 30% of the higher score, a third expert shall be commissioned by the

PO to score the project independently. In such cases the average score of the two closest scores shall be used for ranking of the projects. The result of the experts' evaluation shall be a ranking list that forms the basis of the Selection Committee's (SC) discussion.

One Selection Committee will be designated for each Small Grants Scheme. The following rules shall apply to all Selection Committees:

The SC shall consist of three persons (voting members) with relevant expertise. One member shall represent the Programme Operator; one member shall represent the relevant DPP (in the case of small grant scheme 1, this is UDI); and one shall be external to the Programme Operator. The representative(s) of the NMFA and the NFP shall be invited as observers to the SC. The SC shall recommend the projects to be funded and may modify the ranking of the projects in justified cases. The justification for the modifications shall be detailed in the minutes of the meetings and all affected applicants shall be informed in writing about the justification for the modification.

Grants shall be awarded by the Programme Operator to projects on the basis of a ranking list (including reserve list) approved by the Selection Committee. In case the Programme Operator modifies the final ranking list approved by the Selection Committee, it shall inform all applicants affected, the Selection Committee, the DPP, the IPO and the Donors and provide a justification for the modifications.

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 (GII)

Donor project partner: Norwegian Immigration Directorate (UDI)

Other project partners:

- General Inspectorate of Romanian Border Police (GIRBP),
- Police Academy 'Alexandru Ioan Cuza',
- Romanian Information Service.

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

Total maximum eligible project cost: € 5 000 000.

Project grant rate: 100%.

Maximum project grant amount: € 5 000 000.

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 and 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 platform for the issuing of temporary identity documents and training of staff.

The PDP will be supported by a Small Grant Scheme for information and awareness campaigns.

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

Project promoter: General Inspectorate of the Romanian Police (GIRP)

Donor project partner: National Criminal Investigation Service (Kripos), Norwegian University for Science and Technology (NTNU).

Other project partners:

- Prosecutor's Office – Directorate for Investigating Organized Crime and Terrorism,
- National Agency Against Trafficking in Persons.

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

Total maximum eligible project cost: € 8 941 177.

Project grant rate: 100%.

Maximum project grant amount: € 8 941 177.

The precise content of the project is to be determined in agreement with the NMFA.

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: National Criminal Investigation Service (Kripos), Norwegian Police University College.

Other project partners: Organisation for Security and Cooperation in Europe – ODHIR, TBD

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

Total maximum eligible project cost: € 2 823 529.

Project grant rate: 100%.

Maximum project grant amount: € 2 823 529.

The precise content of the project is to be determined in agreement with the NMFA.

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

Project promoter: General Inspectorate for Emergency Situations (GIES).

Donor project partner: Norwegian Directorate for Civil Protection (DSB).

Other project partners:

- General Inspectorate of Romanian Gendarmerie (GIRG).

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

Total maximum eligible project cost: € 5 000 000.

Project grant rate: 100%.

Maximum project grant amount: € 5 000 000.

The project aims at improving the response capacity in emergency situations by

creating/upgrading a new training facility for search and rescue and UXO⁷ removals, and by training of personnel.

The pre-defined project will be supported by a Small Grant Scheme.

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 Control (CNCAN).

Donor project partner: Norwegian Radiation Protection Authority (NRPA).

Other project partners:

- International Atomic Energy Agency (IAEA),

- General Inspectorate of Romanian Gendarmerie (GIRG).

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

Total maximum eligible project cost: € 3 500 000.

Project grant rate: 100%.

Maximum project grant amount: € 3 500 000.

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. 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 PDP will be supported by a Small Grant Scheme.

5.2 *Financial Instruments*

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

⁷ Unexploded ordnances.

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 incurred expenditure

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

Not Applicable

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

Not Applicable