

1806201808-30

MINISTERUL FONDURILOR EUROPENE  
REGISTRATURA GENERALA  
Nr.: .....  
Data: ..... 43395

MINISTERUL FONDURILOR EUROPENE  
Direcția Generală Mecanisme și Instrumente Financiare Europene Nerambursabile  
INTRARE  
IESIRE 42462/18.06.2018

Ms Mihaela Terchila  
Director General

General Directorate for Non-reimbursable Mechanisms and Instruments  
Ministry of European Funds  
Romania

Brussels, 13 June 2018

**Subject: signing of programme agreement RO JUSTICE**

Dear Ms Terchila,

Please find enclosed the Programme Agreement for the programme RO JUSTICE. The original has been sent to the National Focal Point by DHL.

The Programme Agreement has been signed by the Director General of the Norwegian Ministry of Foreign Affairs. We kindly request that the Programme Agreement is signed within one month of the date of this letter by the assigned signatory in Romania.

The Programme Agreement is produced in two copies. Please return to the Financial Mechanism Office one copy of the original Programme Agreement signed by the assigned signatory in Romania, at your earliest convenience.

If you have any questions regarding this matter, please do not hesitate to contact Country Officer Mr Zsolt Toszegi on email: [zto@efta.int](mailto:zto@efta.int) or telephone: +32 2 211 1841.

Yours sincerely,



Henning Stirø  
Director  
Financial Mechanism Office

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 Romania,  
hereinafter referred to as the “Beneficiary State”

together hereinafter referred to as the “Parties”

for the financing of the Programme “Justice”

hereinafter referred to as the “Programme”

## **Chapter 1**

### **Scope, Legal Framework, and**

### **Definitions**

#### Article 1.1

##### Scope

This programme agreement between the Norwegian Ministry of Foreign Affairs (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) Protocol 38c to the EEA Agreement on the Norwegian Financial Mechanism 2014-2021;

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

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

(d) any guidelines adopted by the 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 the Donor States.

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

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

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

## **Chapter 4** **Finance**

### Article 4.1 Eligible expenditures

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

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

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

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

4. The first date of eligibility of expenditures in projects shall be set in the project contract in accordance with Article 8.13 of the Regulation. The first date of eligibility of any pre-defined projects shall be no earlier than the date on which the National Focal Point notifies the 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 members or alternate members, nor the EFTA States, can be held liable for any damages or injuries of whatever nature sustained by the National Focal Point or the Beneficiary State, the Programme Operator, Project Promoters or any other third person, in connection, be it direct or indirect, with this programme agreement.

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

#### Article 5.4

##### Entry into force and duration

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

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

\*\*\*\*\*

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 13 June 2018

Signed in BUCHAREST on 19.06.2018





Niels Engelschion

Minister of European Funds

Director General, Norwegian Ministry of  
Foreign Affairs

ROVANA PLUMB

Annex I to the Programme Agreement

<b>Programme Operator and Partners</b>	
Programme Operator:	Ministry of Justice (MOJ) Norwegian Ministry of Justice (NMoJ) Directorate of Norwegian Correctional Service (KDI) Norwegian Courts Administration (DA)
Donor Programme Partner:	Council of Europe (CoE)
IPO:	Not Applicable
Other Programme Partners(s):	Not Applicable

<b>Programme Objective</b>	<b>Strengthened rule of law</b>
----------------------------	---------------------------------

PA	Number	Expected programme results	Indicator	Unit of measurement	Source of verification	Frequency of reporting	Baseline value	Baseline year	Target value
PA21	Outcome 1	Improved application of European legal concepts by the Romanian judiciary	Average annual number of questions referred by Romanian courts for a preliminary ruling to the European Court of Justice	Annual number	European Court of Justice website	2020 and then annually (APR)	12.3 <sup>1</sup>	2016	14
			Number of children interviewed using newly-developed child-interviewing techniques	Number	Survey results; Reports of trained professionals	Annually (APR)	0	2017	75
			Share of questions (referred by Romanian courts for a preliminary ruling) rejected by the European Court of Justice	Percentage	European Court of Justice website	2020 and then annually (APR)	17.88% <sup>2</sup>	2016	15.0%

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

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

PA	Number	Expected programme results	Indicator	Unit of measurement	Source of verification	Frequency of reporting	Baseline value	Baseline year	Target value
	Output 1.1	Legal professionals trained in European legal concepts	Number of judges trained in human rights (disaggregated by gender)	Number	List of training participants	Semi-annually	0	N/A	200
			Number of legal professionals (judges, prosecutors, clerks etc.) trained in European legal concepts (disaggregated by gender)	Number	List of training participants	Semi-annually	0	N/A	1500
			Number of long term curricula for the NIM/NSC developed/improved	Number	Copies of curricula	Semi-annually	0	N/A	3
			Legal professionals trained in child interviewing techniques	Number	List of training participants	Semi-annually	0	N/A	100
	Output 1.3	Non-legal professionals trained in legal remedies for vulnerable groups	Number of non-legal professionals trained in legal remedies for vulnerable groups	Number	List of training participants	Semi-annually	0	N/A	100
			Judicial IT infrastructure upgraded	Number	Equipment delivery and installation acceptance documents	Semi-annually	0	N/A	60
			Share of accommodation in penitentiaries NOT in line with the European standard of 4 m2 per detainee	Percentage	National Administration of Penitentiaries (APR) records; CPT or	2020 and then annually (APR)	42.0%	2017	32.0%
PA21	Outcome 2	Improved correctional services							

PA	Number	Expected programme results	Indicator	Unit of measurement	Source of verification	Frequency of reporting	Baseline value	Baseline year	Target value
					other official reports/data				
			Share of ex-inmates treated in pilot correctional centre returning to penitentiary within 2 years after release	Percentage	National Administration of Penitentiaries inmates' database	2022 and then annually (APR)	TBD <sup>3</sup>	2018	(-5%)
			Share of persons under probation obtaining employment within 1 year after release (disaggregated by Roma)	Percentage	National Probation Directorate track records	2021 and then annually (APR)	TBD <sup>4</sup>	2018	(+10%)
			Number of pilot correctional centres set up	Number	Acceptance documents for the performed investments	Semi-annually	0	N/A	4
	Output 2.1	New social reintegration framework for criminal offenders rolled out	Number of prisoners participating in awareness events on intercultural diversity centred on Roma	Number	Attendance lists; activity reports; events agenda	Semi-annually	0	N/A	700
			Number of prisoners undergoing reintegration measures in the pilot correctional centres (disaggregated by Roma)	Number	List of prisoners	Semi-annually	0	N/A	1100

<sup>3</sup> Baseline to be provided once the project has started.

<sup>4</sup> The first offenders eligible for probation under the new Criminal Code (entered into force in Feb 2014) will become eligible in 2018 (after having served 4 years of their sentence). That's when the baseline will be provided.

PA	Number	Expected programme results	Indicator	Unit of measurement	Source of verification	Frequency of reporting	Baseline value	Baseline year	Target value
			Number of prisoners undergoing work and training programs	Number	Activity reports; attendance lists	Semi-annually	0	N/A	300
			Number of prisons with new working and training facilities for detainees	Number	Acceptance documents for the performed investments	Semi-annually	0	N/A	3
			Number of probation locations with improved working infrastructure	Number	Acceptance documents for the performed investments	Semi-annually	0	N/A	5
			Number of rehabilitation programs supported	Number	Project deliverables; activity reports	Semi-annually	0	N/A	5
	Output 2.2	Detention places for criminal offenders renovated according to European standards	Number of prison places set up in line with European standards	Number	Acceptance documents for the performed investments; CPT or other official reports	Semi-annually	0	N/A	1400
	Output 2.3	Correctional services staff trained	Number of prison and probation staff trained in management (disaggregated by gender)	Number	List of training participants	Semi-annually	0	N/A	250
			Number of prison and probation staff trained in social care of convicted persons and in cultural sensitivity regarding	Number	List of training participants	Semi-annually	0	N/A	400

PA	Number	Expected programme results	Indicator	Unit of measurement	Source of verification	Frequency of reporting	Baseline value	Baseline year	Target value
			vulnerable groups, centred on Roma (disaggregated by gender)						
	Output 2.4	Probation services <sup>5</sup> physical and technical working conditions upgraded	Number of intervention tools for probation services developed	Number	Project deliverables	Semi-annually	0	N/A	8
			Number of probation locations with upgraded infrastructure	Number	Acceptance documents for the performed investments	Semi-annually	0	N/A	28
	Output 2.5	Educational and assistance programs for juvenile offenders implemented	Number of educational and assistance programs for juvenile offenders developed	Number	Project deliverables	Semi-annually	0	N/A	3
			Number of juvenile offenders undergoing educational and assistance programs	Number	List of juvenile offenders	Semi-annually	0	N/A	120
		Improved capacity of the Romanian authorities to implement the Istanbul Convention	Annual number of domestic and gender-based violence cases submitted to courts	Annual number	Annual reports of the Public Ministry	Annually (APR)	TBD <sup>5</sup>	2017	(+5%)
PA22	Outcome 3		Annual number of domestic and gender-based violence officially reported	Annual number	Annual reports of the General Inspectorate of the Police	Annually (APR)	TBD <sup>6</sup>	2017	(+5%)

<sup>5</sup> Baseline provided 3 months following the signature of the Programme Agreement

<sup>6</sup> Baseline provided 3 months following the signature of the 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 victims of sexual violence counselled (disaggregated by gender)	Number	List of counselled victims	Semi-annually	0	N/A	100
			Number of evaluations of the capacity of the Romanian authorities to implement the policy in the field of domestic violence and gender-based violence performed	Number	Project deliverables	Semi-annually	0	N/A	1
	Output 3.1	Romanian institutional set-up in the field of domestic violence evaluated	Number of nation-wide surveys on the prevalence of different forms of domestic violence conducted	Number	Project deliverables	Semi-annually	0	N/A	1
	Output 3.2	Training provided on judiciary and law enforcement intervention methods	Number of justice institution professionals (police, prosecutors, courts) trained (disaggregated by gender)	Number	List of training participants	Semi-annually	0	N/A	250
	Output 3.3	Specialized social services on domestic and gender-based violence supported	Number of members of the multidisciplinary teams trained on standard intervention methodologies. Number of sets of standardized working tools for social service providers dealing with perpetrators and victims of sexual violence elaborated	Number Number	List of training participants Project deliverables	Semi-annually Semi-annually	0 0	N/A N/A	150 2



PA	Number	Expected programme results	Indicator	Unit of measurement	Source of verification	Frequency of reporting	Baseline value	Baseline year	Target value
			Number of sets of standardized working tools for social services providers at local level dealing with victims of domestic violence elaborated	Number	Project deliverables	Semi-annually	0	N/A	1
			Number of social workers trained in combating discrimination of Roma victims (disaggregated by gender)	Number	List of training participants	Semi-annually	0	N/A	150
			Number of perpetrator treatment services established	Number	Collaboration protocols with local authorities	Semi-annually	0	N/A	8
	Output 3.4	Counselling services for perpetrators of domestic or gender-based violence established	Number of perpetrators counselled	Number	List of counselled perpetrators	Semi-annually	0	N/A	80
	Output 3.5	Victims of sexual violence supported	Number of counselling programs for the victims of sexual violence established	Number	Collaboration protocols; activity reports	Semi-annually	0	N/A	10
			Number of free medical kits provided for the victims of sexual violence	Number	Distribution lists of the National Institute for Forensic Medicine	Semi-annually	0	N/A	150
	Output 3.6	Awareness-raising campaigns on domestic and gender-based violence conducted	Number of pupils, students, educators and teachers in the catchment of the awareness raising campaigns	Number	List of attendees; expert reports	Semi-annually	0	N/A	10000

PA	Number	Expected programme results	Indicator	Unit of measurement	Source of verification	Frequency of reporting	Baseline value	Baseline year	Target value
PA16	Outcome 4	Increased capacity of the Public Ministry to fight organised crime and corruption	Annual number of organised crime cases sent to court	Annual number	Annual reports of the Public Ministry	Annually (APR)	1485 <sup>7</sup>	2016	1560
			Annual number of persons indicted for corruption	Annual number	Annual reports of the Public Ministry	Annually (APR)	1652 <sup>8</sup>	2016	1735
	Output 4.1	Capacity of the Public Ministry to fight criminality and corruption assessed	Number of assessments of the Public Ministry's resources and results in conducting financial investigations	Number	Project deliverables	Semi-annually	0	N/A	1
	Output 4.2	Law enforcement specialists trained on tackling organized crime	Number of law enforcement specialists trained on tackling organized crime (disaggregated by gender)	Number	List of training participants	Semi-annually	0	N/A	200
	Output 4.3	Law enforcement specialists trained on tackling corruption	Number of law enforcement specialists trained on tackling corruption (disaggregated by gender)	Number	List of training participants	Semi-annually	0	N/A	600
	Output 4.4	Technical upgrade of prosecutors' office	Number of prosecution offices with upgraded technical equipment to investigate organized crime or corruption	Number	Acceptance documents, training protocols on using the	Semi-annually	0	N/A	80

<sup>7</sup> Data from 2016. Target for 2023. Targets (and achievements) for the interim years will be lower.  
<sup>8</sup> Data from 2016. Target for 2023. Targets (and achievements) for the interim years will be lower.

PA	Number	Expected programme results	Indicator	Unit of measurement	Source of verification	Frequency of reporting	Baseline value	Baseline year	Target value
PA21		completed			Prosecution technical equipment used for conducting organized crime or corruption investigations				
	Outcome 5	Improved access to justice for vulnerable groups, including Roma	Number of individuals from vulnerable groups benefitting from free legal advice (disaggregated by gender, Roma)	Number	List of beneficiaries	Annually (APR)	0	2017	2800
	Output 5.1	Information campaigns on civil and social rights carried out	Number of individuals from vulnerable groups reached by the information campaigns on civil and social rights (disaggregated by Roma)	Number	Attendance lists; experts' reports; surveys	Semi-annually	0	N/A	20000
	Output 5.2	Free legal advice provided	Number of free legal advice centres established	Number	On the spot visits; Project deliverables	Semi-annually	0	N/A	5
	Output 5.3	Legal professional sensitised in matters related to vulnerable groups <sup>9</sup>	Number of legal professionals trained in matters related to vulnerable groups	Number	List of training participants	Semi-annually	0	N/A	500

<sup>9</sup> Vulnerable groups include Roma.

PA	Number	Expected programme results	Indicator	Unit of measurement	Source of verification	Frequency of reporting	Baseline value	Baseline year	Target value
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	Survey results	Semi-annually	TBD	TBD	≥4.5, and an increase on the baseline value
			Level of trust between cooperating entities in Beneficiary States and Donor States (disaggregated by Beneficiary State, Donor State)	Scale 1-7	Survey results	Semi-annually	TBD	TBD	≥4.5, and an increase on the baseline value
			Number of joint initiatives, in a Beneficiary State or a Donor State, beyond the scope of the programme	Number	Project applications	Semi-annually	0	N/A	3
			Share of cooperating organisations that apply the knowledge acquired from bilateral partnership (disaggregated by Beneficiary State, Donor State)	Percentage	Survey results	Semi-annually	N/A	N/A	≥50%
Bilateral output 1	Cooperation between Donor and Beneficiary State entities facilitated	Number of participants from Beneficiary States in exchanges (disaggregated by gender, Donor State)	Number	List of participants	Semi-annually	0	N/A	100	
		Number of participants from Donor States in exchanges (disaggregated by gender, Donor State)	Number	List of participants	Semi-annually	0	N/A	30	
		Number of projects involving cooperation with a donor project partner (disaggregated by Donor State)	Number	Partnership agreements between Project Promoters and project partners	Semi-annually	0	N/A	4	

PA	Number	Expected programme results	Indicator	Unit of measurement	Source of verification	Frequency of reporting	Baseline value	Baseline year	Target value
			Number of training courses co-organised by donor and beneficiary state entities	Number	Attendance lists; training agenda and materials	Semi-annually	0	N/A	5

## Conditions

### General

1. For Outcome 2 indicators “Percentage of ex-inmates treated in pilot correctional centre returning to penitentiary within 2 years after release,” and “Percentage of persons under probation obtaining employment within 1 year after release,” where the baseline value is “to be determined” (TBD), the Programme Operator shall submit to the FMO for approval the baseline value, together with a description of the data collection method used, no later than 6 months following the signature of the contract for the relevant pre-defined project. The updated baseline values shall be agreed upon through a modification of the programme agreement.
2. For Outcome 3 indicators “Annual number of domestic and gender-based violence cases submitted to courts,” and “Annual number of domestic and gender-based violence officially reported,” where the baseline value is “to be determined” (TBD), the Programme Operator shall submit to the FMO for approval the baseline value, together with a description of the data collection method used, no later than 3 months following the signature of this Programme Agreement. The updated baseline values shall be agreed upon through a modification of the programme agreement.
3. The maximum level of funding available from the total eligible expenditure of the programme for infrastructure (hard measures) shall be 60%, and no more than 50% of the total eligible expenditure of the programme area ‘Domestic and Gender Based Violence’
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 seeks to ensure synergies with the programme ‘Home Affairs’ in order to strengthen the justice chain, inter alia, regarding access to justice, good governance, gender-based violence and trafficking in human beings.
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 law.
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.

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

- PDP 1, no less than €300,000
- PDP 2, no less than €2,035,000
- PDP 3, no less than €500,000
- PDP 4, no less than €110,000
- PDP 5, no less than €350,000

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

#### Pre-eligibility

1. No costs shall be eligible under pre-defined project no. 7 (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 project partner(s), has been submitted by the PO and the NMFA has confirmed the grant to the project as described in Annex 2 to this Programme Agreement.

Pre-payment

Not Applicable

Pre-completion

Not Applicable

Post-completion

<b>Eligibility of costs - period</b>	<b>First date</b>	<b>End date</b>
Eligibility of costs	14/10/2016	31/12/2024

<b>Grant rate and co-financing</b>	
Programme eligible expenditure (€)	€ 52,941,176
Programme grant rate (%)	85%
Maximum amount of Programme grant - EEA Financial Mechanism (€)	
Maximum amount of Programme grant - Norwegian Financial Mechanism (€)	€ 45,000,000
Maximum amount of Programme grant - Total (€)	€ 45,000,000

Maximum eligible costs (€) and Advance payment amount (€)									
PA	Budget heading	EEA Grants	Norway Grants	Total grant	Programme grant rate	Programme co-financing	Programme eligible expenditure	Advance payment	
PM	Programme management		€2.207.500	€2.207.500	85,00 %	€389.559	€2.597.059	€389.559	
PA21	Outcome 1 – Improved learning capabilities of the judicial system to apply European legal concepts		€3.485.000	€3.485.000	85,00 %	€615.000	€4.100.000	€ 615.000	
PA19	Outcome 2 – Improved correctional services		€31.870.000	€31.870.000	85,00 %	€5.624.117	€37.494.117	€ 5.624.118	
PA22	Outcome 3 – Improved capacity of the Romanian authorities to implement the Istanbul Convention		€2.125.000	€2.125.000	85,00 %	€375.000	€2.500.000	€ 375.000	
PA21	Outcome 4 – Increased capacity of the Public Ministry to fight criminality and corruption		€3.612.500	€3.612.500	85,00 %	€637.500	€4.250.000	€ 637.500.	
PA21	Outcome 5 – Improved access to justice, especially for vulnerable groups		€1.700.000	€1.700.000	85,00 %	€300.000	€2.000.000	€ 300.000	
	Total		€45.000.000	€45.000.000	85,00 %	€7.941.176	€52.941.176	€7.941.177	

**Retention of management costs**

Retention of management costs - percentage of the management costs	10 %
Retention of management costs - planned Euro value	€ 259,706



**Justice**  
Norwegian Financial Mechanism 2014-2021

**Operational rules (Annex II)**

**1. Programme summary**

This Annex sets out the operational rules for the program. The programme agreement is based on the MoU, the concept note and comments made by the FMC. Commitments, statements and guarantees, explicit as well as implicit, made in the concept note, are binding for the National Focal Point and the Programme Operator unless otherwise explicitly stipulated in the annexes to this programme agreement.

The Programme Operator is the Ministry of Justice (MOJ). The Norwegian Ministry of Justice, (NMOJ), the Directorate of Norwegian Correctional Service (KDI) and the Norwegian Courts Administration (DA) shall act as Donor Programme Partners.

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

The programme shall support the outcome 'Improved application of European legal concepts by the Romanian judiciary' (Outcome 1) by way of a pre-defined project 'Judicial training and capacity building' (PDP No 1).

The programme shall support the outcome 'Improved correctional services' (Outcome 2) by way of three pre-defined projects, 'Correctional' (PDP No 2), 'Improving the correctional services in Romania by implementing the principle 4NORM(-ality)' (PDP No 3), and 'CHILD – Children's inclusion by learning and developing' (PDP No 4).

The programme shall support the outcome 'Improved capacity of the Romanian authorities to implement the Istanbul Convention' (Outcome 3) by way of a pre-defined project 'Supporting the implementation of the Istanbul Convention in Romania' (PDP No 5).

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

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

**2. Eligibility**

*2.1 Eligible applicants:*

Not Applicable.

*2.2 Special rules on eligibility of costs:*

Costs are eligible in accordance with chapter 8 of the Regulation.

**3. Bilateral relations**

*3.1 Bilateral relations*

The Programme shall contribute to strengthening bilateral relations between Romania and the Donor States.

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

The further use of the funds for bilateral relations allocated to the programme shall be agreed in the Cooperation Committee.

#### **4. Selection of projects and financial parameters**

4.1 Open calls and availability of funds (including number of calls, duration of calls, and estimated size):

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 seven pre-defined projects implemented under the programme:

##### **1) `Judicial Training and Capacity Building`**

Project Promoter: Superior Council of Magistracy  
Project Partner(s): National Institute of Magistracy, National School of Clerks  
Donor project partner: Norwegian Courts Administration  
Programme outcome the project contributes to: `Improved application of European legal concepts by the Romanian judiciary`  
Total maximum eligible project cost: € 4,100,000  
Project grant rate: 100%  
Maximum project grant amount: €4,100,000

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

The project is structured in four outputs: Output 1 – Legal professionals trained in European legal concepts, Output 2 – Legal professionals trained in child interviewing techniques, Output 3 – Non-

legal professionals trained in legal remedies for vulnerable groups, and Output 4 – Judicial IT infrastructure upgraded. Specific activities shall aim at developing the judicial culture, at enhancing the child friendly justice environment, at improving access to justice, especially for vulnerable groups, as well as at the further strengthening of the institutional capacity (IT infrastructure – e.g., desktop computers, printers, video-conference equipment).

## 2) **'Correctional'**

Project Promoter: National Administration of Penitentiaries (NAP)

Project Partner(s): National Probation Directorate (NPD), Baia Mare Penitentiary, Botosani Penitentiary, Vaslui Penitentiary, Targu Mures Penitentiary, Targu Ocna National School for Training of Prison Staff.

Donor project partner(s): Norwegian Correctional Academy (KRUS), Halden Penitentiary, Stavanger Penitentiary, Rogaland Probation Office, Østfold Probation Office.

Programme outcome the project contributes to: 'Improved correctional services'.

Total maximum eligible project cost: € 31,000,000

Project grant rate: 100%

Project grant amount: € 31,000,000

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

The main activities entail the construction of four pilot correctional centres with modern rehabilitation intervention tools (i.e. programmes and methods), and facilities that are in line with Council of Europe (CoE) standards in terms of size (1160 new detention places). Each of the four correctional centres will comprise two new buildings, namely a pilot detention centre within the existing prison facilities, and a multipurpose reintegration facility. Other activities are staff training and strengthening the human resources capacities (recruitment, motivation, evaluation) amongst prison and probation personnel, as well as improvements in the public perceptions of the prison service by improved communication.

In order to improve the facilities in the 42 national probation units it is envisaged to purchase some office equipment, furniture and cars, as well as small renovations for certain probation units. Also, it is envisaged to provide training of probation staff.

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

Project Promoter: National Administration of Penitentiaries (NAP)

Project Partner(s): Ploiești Prison, Poarta Albă Prison, Craiova Prison, National School for Training Prison Agents (in Târgu Ocna), National Probation Directorate

Donor project partner(s): Norwegian Correctional Academy (KRUS), Norwegian Prisons Partners Programme outcome the project contributes to: 'Improved correctional services'.

Total maximum eligible project cost: € 5,000,000

Project grant rate: 100%

Project grant amount: € 5,000,000

The project aims at contributing to a better social reintegration of convicts by reintegration programmes in three Romanian prisons. The activities include staff training; developing a new study and research department in the National Administration of Penitentiaries; strengthening the existing research department in the National Probation Directorate; improving detention conditions and ensuring better working conditions for inmates; setting up an activity office at one prison; appropriate training for prisoners to better their chances of employment in the current job market; developing an

accountability programme for inmates, based on recommendations from the Council of Europe. As regards improvements in detention conditions, the project envisages the building of 240 new detention places that will be in line with the CoE standards in terms of size.

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

**4) `CHILD – Children’s Inclusion by Learning and Developing`.**

Project Promoter: National Administration of Penitentiaries (NAP)

Project Partner(s): Târgu Ocna Educational Centre, Tîrgu Ocna Town Hall

Donor project partner(s): Not applicable

Programme outcome the project contributes to: `Improved correctional services`.

Total maximum eligible project cost: € 1,494,117

Project grant rate: 100%

Project grant amount: € 1,494,117

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

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

**5) `Supporting the implementation of the Istanbul Convention in Romania`**

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

Project Partner(s): N/A

Donor project partner(s): the Secretariat of the Shelter Movement, St. Olavs University Hospital, dept. of Brøset Center for Research and Education in Forensic Psychiatry (Brøset Hospital) - Norway

Programme outcome the project contributes to: `Improved capacity of the Romanian authorities to implement the Istanbul Convention`.

Total maximum eligible project cost: € 2,500,000

Project grant rate: 100%

Project grant amount: € 2,500,000

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

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

**6) `Fighting Criminality and Corruption`**

Project Promoter: Prosecutor’s Office attached to the High Court of Cassation and Justice (Romanian Public Ministry)

Project Partner(s): National Anticorruption Directorate (NAD), Directorate for Investigation Organized Crime and Terrorism (DIOCT)

Donor project partner(s): Not applicable

Programme outcome the project contributes to: `Increased capacity of the Public Ministry to fight criminality and corruption`.

Total maximum eligible project cost: €4,250,000

Project grant rate: 100%

Project grant amount: €4,250,000

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

#### 7) `Legal advice and Guarantees to Access to Justice`

Project Promoter: Council of Europe (CoE)

Project Partner(s): N/A

Donor project partner(s): N/A

Programme outcome the project contributes to: `Improved access to justice for vulnerable groups, including Roma`.

Total maximum eligible project cost: €2,000,000

Project grant rate: 100%

Project grant amount: €2,000,000

The objective of the project is to enable the Roma population to exercise their legal rights on non-criminal matters effectively in the justice system by giving them access to information on their legal rights.

The activities include an analysis (mapping) exercise to identify shortcomings, which will provide the basis for the project methodology and work plan. This also includes mapping of providers of legal advice and improvement of legal advice provisions in Romania (training of lawyers). The project also envisages the establishment of legal advice centres in at least five locations where there is a high concentration of vulnerable people (areas with a high proportion of Roma will be prioritized). Romanian lawyers will be recruited to work in those centres, and training will be offered to them. In addition, there will be information and awareness raising campaigns and development of guidance material for legal advice.

#### 5.2 *Financial Instruments*

Not Applicable

### 6. Programme Management

#### 6.1 *Payment flows*

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

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

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

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

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

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

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

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

#### *6.2 Verification of 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 shall be in accordance with the principle of proportionality.

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

The detailed procedure for verification will be further detailed in the description of the Programme Operator's management and control systems.

#### *6.3 Monitoring and reporting*

The Programme Operator shall monitor, record and report on progress towards the programme's outcomes in accordance with the provisions contained in the legal framework. The Programme Operator shall ensure that suitable and sufficient monitoring and reporting arrangements are made with the project promoters in order to enable the Programme Operator and the NFP to meet its obligations to the Donor States.

When reporting on progress achieved in Annual and Final Programme Reports, the Programme Operator shall disaggregate results achieved as appropriate and in accordance with instructions received from the FMO.

*6.4 Programme administrative structures*

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