Norwegian Financial Mechanism 2009-2014

PROGRAMME AGREEMENT

between

The Norwegian Ministry of Foreign Affairs

and

The Ministry of European Funds, hereinafter referred to as the "National Focal Point", representing Romania, hereinafter referred to as the "Beneficiary State"
together hereinafter referred to as the "Parties"

for the financing of the Programme "Correctional Services, including Non-custodial Sanctions"

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 2009-2014 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 2009-2014:

   a. the Agreement between the Kingdom of Norway and the European Union on the Norwegian Financial Mechanism 2009-2014 (hereinafter referred to as the Agreement);

   b. the Regulation on the implementation of the Norwegian Financial Mechanism 2009-2014 (hereinafter referred to as the "Regulation") issued by Norway in accordance with Article 8(8) of the Agreement;

   c. the Memorandum of Understanding on the Implementation of the Norwegian Financial Mechanism 2009-2014 (hereinafter referred to as the "MoU"), entered into between the Kingdom of 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 in this agreement and documents referred to in this programme agreement shall be understood in accordance with the Regulation, in particular Article 1.5 thereof, and the legal framework referred to in Article 1.2 of 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 2009-2014 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 Monitoring Committee 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. The programme decision 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 fee and the estimated eligible cost of the Programme shall be as specified in the programme decision.

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 shall:

   a. contain a breakdown between the Programme's budget headings using the description put forward in the template for the programme proposal;

   b. indicate the agreed advance payment, if any.

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

Article 2.5
Special conditions and programme specific rules

1. The programme decision shall list any conditions set by the NMFA with reference to paragraph 3 of Article 5.3 of the Regulation. The National Focal Point shall ensure compliance with these conditions and, in a timely manner, 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 the operational rules.

Article 2.6
Programme implementation agreement

1. With reference to Article 5.8 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.

2. The signed programme implementation agreement shall be identical to the draft programme implementation agreement confirmed by the NMFA in accordance with paragraph 5 of Article 5.8 of the Regulation with regard to the content required according to paragraph 3 thereof. The National Focal Point shall inform the NMFA of any deviation from that confirmed draft which may be subject to a new confirmation according to paragraph 5 of Article 5.8 of the Regulation prior to any payment to the Programme.

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 8 and Articles 5.11 and 5.12 of the Regulation as well as statistical reporting in accordance with the Programme Operator's Manual (Annex 9 to the Regulation).
Article 2.8
External monitoring

The external monitoring and audit referred to in Articles 10.1, 10.2, 10.3 and 10.4 of the Regulation shall not in any way relieve the National Focal Point or the Programme Operator of its obligations under the programme agreement 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. Modifications that do not affect the objective, outcomes, outputs, indicators or targets of the Programme are permitted without NMFA’s prior approval provided that they are limited to the following:
   a. cumulative transfers between budget headings related to outcomes of an amount less than 10% of total eligible expenditure of the Programme or €1,000,000, whichever is higher, and
   b. changes of internal practices of the Programme Operator that are not stipulated in the programme agreement.

3. Programme specific exceptions from paragraphs 1 and 2, if any, are set in the operational rules.

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

5. 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.

6. Requests for modifications shall be submitted and assessed in accordance with Article 5.9 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.

3. 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.

4. The NMFA shall ensure that the National Focal Point is informed about communication between the NMFA and the Programme Operator that is relevant for the responsibilities of the National Focal Point under this programme agreement.

Article 2.11
Contact information

1. The contact information of the National Focal Point and the Programme Operator is as specified in the programme proposal.

2. The contact information for the NMFA and the Financial Mechanism Office are:
   Financial Mechanism Office
   Attn: 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 in the programme proposal or other communication 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 the programme proposal, in connection with the programme proposal, the implementation or conclusion of this programme agreement are authentic, accurate and complete.
Chapter 3
Projects

Article 3.1
Selection of projects

1. The National Focal Point shall ensure that the Programme Operator selects projects in accordance with Chapter 6 of the Regulation and the operational rules.

2. Eligibility of applicants is stipulated in Article 6.2 of the Regulation and, in accordance with paragraph 3 thereof, subject only to the limitations stipulated in the operational rules.

3. Pre-defined projects shall be outlined in the operational rules.

4. The National Focal Point shall take proactive steps to ensure that the Programme Operator complies fully with Article 6.6 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 6.7 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 1.5 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 6.8 of the Regulation.

2. The partnership agreement shall be in English if one of the partners to the agreement is an entity from Norway.

3. The eligibility of expenditures incurred by a project 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 7.16 of the Regulation.

5. The National Focal Point shall ensure that the Programme Operator verifies that the partnership agreement complies with this article before the signing of the project contract.

Article 3.4
Reallocation of funds

1. Reallocation of unused or cancelled financial contributions to projects shall be made in compliance with Article 6.9 of the Regulation.

2. Project grants not reallocated shall be reimbursed to the NMFA in accordance with Article 6.9 of the Regulation.

Chapter 4
Finance

Article 4.1
Eligible expenditures

1. Subject to Article 7.6 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;
   c. expenditure of funds for bilateral relations in accordance with Article 7.7 of the Regulation;

2. Expenditure related to the categories referred to in subparagraphs (d), (e) and (f) of Article 7.1 of the Regulation are eligible in accordance with Chapter 7 thereof if such expenditures are explicitly approved by the NMFA in the programme decision. The implementation of the activities under these categories shall be in compliance with the operational rules.

3. Eligible expenditures of projects are those actually incurred by the Project Promoter or project partners, meet the criteria set in Article 7.2 of the Regulation and fall within the categories and fulfill the conditions of direct eligible expenditure set in Article 7.3 of the Regulation as well as indirect costs in accordance with Article 7.4 of the Regulation.
4. The first date of eligibility of expenditures in projects shall be set in the project contract in accordance with Article 7.14 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 5.5 of the Regulation.

5. The maximum eligible costs of the categories referred to in paragraphs 1 and 2 are set in the programme decision. Programme specific rules on the eligibility of expenditure set in the programme decision or in the operational rules 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 7.13 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 8.2, 8.3 and 8.4 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 the operational rules.

4. The National Focal Point shall ensure that payments are transferred in accordance with paragraph 2 of Article 8.1 of the Regulation.

5. Chapter 8 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 (NFMe) to the Programme in accordance with Articles 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 12 thereof. The National Focal Point has a duty to take all necessary measures to ensure that the provisions in Chapter 11 and 12 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 12.6 of the Regulation or a decision to suspend payments according to paragraph 1(h) of Article 12.1 of the Regulation has not been lifted within 6 months of such a decision;
   b. a suspension of payments according to Article 12.1 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 12.2 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 12 of the Regulation.

Article 5.3
Waiver of responsibility

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

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

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

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

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

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

Article 5.4
Entry into force and duration

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

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

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

For the NMFA

Signed in Bucharest on June 28, 2013

[Signature]

Grete Faremo
Minister of Justice and Public Security

For the National Focal Point

Signed in Bucharest on June 28, 2013

[Signature]

Eugen Orlando Teodorovici
Minister of European Funds
Annex I - Programme Decision

1. Expected Outcomes & Indicators for Outputs

Expected Outcome(s): Overcome challenges connected to growing prison populations and prison overcrowding

Output

Infrastructure improvements to bring prison facilities up to CPT standards

<table>
<thead>
<tr>
<th>Output indicator(s)</th>
<th>Baseline</th>
<th>Target</th>
<th>Source of Verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>The number of square meters renovated in the two buildings</td>
<td>0</td>
<td>500</td>
<td>Pre-defined project’s reports/deliverables; On the spot checks performed by the PO;</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Acceptance documents for the performed investments/endowments</td>
</tr>
<tr>
<td>Number of detainee/prisoner places which will meet</td>
<td>0</td>
<td>360</td>
<td>Pre-defined project’s reports/deliverables; On the spot checks performed by the PO;</td>
</tr>
<tr>
<td>minimum standards of 4 square meters per detainee/prisoner</td>
<td></td>
<td></td>
<td>Acceptance documents for the performed investments/endowments</td>
</tr>
</tbody>
</table>

Expected Outcome(s): Increased application of alternatives to prison

Output

Training of legal practitioners about alternatives to prison, such as probation staff, judges and prosecutors

<table>
<thead>
<tr>
<th>Output indicator(s)</th>
<th>Baseline</th>
<th>Target</th>
<th>Source of Verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Numbers of legal practitioners, such as probation staff,</td>
<td>0</td>
<td>300</td>
<td>Pre-defined project’s reports/deliverables;</td>
</tr>
<tr>
<td>judges and prosecutors trained on alternatives to prison</td>
<td></td>
<td></td>
<td>Training attendance lists</td>
</tr>
</tbody>
</table>

Output

Alternative to Prison Programme implemented

<table>
<thead>
<tr>
<th>Output indicator(s)</th>
<th>Baseline</th>
<th>Target</th>
<th>Source of Verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of adult offenders and young offenders made</td>
<td>0</td>
<td>30</td>
<td>Pre-defined project’s reports/deliverables; Evaluation performed by the PO;</td>
</tr>
<tr>
<td>subject to community based programmes as an alternative to</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>prison during the funding period</td>
<td></td>
<td></td>
<td>On the spot checks performed by the PO</td>
</tr>
<tr>
<td>Number of adult offenders of Roma origin made</td>
<td>0</td>
<td>70</td>
<td>Pre-defined project’s reports/deliverables; Evaluation performed by the PO;</td>
</tr>
<tr>
<td>subject to community based programmes as an alternative to</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>prison during the funding period</td>
<td></td>
<td></td>
<td>On the spot checks performed by the PO</td>
</tr>
</tbody>
</table>
Output
Enhanced work with Roma offenders

<table>
<thead>
<tr>
<th>Output indicator(s)</th>
<th>Baseline</th>
<th>Target</th>
<th>Source of Verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Roma offenders mentored</td>
<td>0</td>
<td>10</td>
<td>Pre-defined project's reports/deliverables;</td>
</tr>
</tbody>
</table>

Expected Outcome(s): Increased focus on vulnerable groups in prison

Output
Specialised Programmes for vulnerable groups; juveniles and women

<table>
<thead>
<tr>
<th>Output indicator(s)</th>
<th>Baseline</th>
<th>Target</th>
<th>Source of Verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of programmes/instruments developed and implemented for juveniles</td>
<td>0</td>
<td>2</td>
<td>Pre-defined project's reports/deliverables</td>
</tr>
<tr>
<td>Number of programmes developed and implemented for women</td>
<td>0</td>
<td>4</td>
<td>Pre-defined project's reports/deliverables</td>
</tr>
</tbody>
</table>

Output
Staff trained to deal with vulnerable groups

<table>
<thead>
<tr>
<th>Output indicator(s)</th>
<th>Baseline</th>
<th>Target</th>
<th>Source of Verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of trained staff</td>
<td>0</td>
<td>110</td>
<td>Pre-defined project's reports/deliverables; Training attendance lists</td>
</tr>
</tbody>
</table>

Expected Outcome(s): Improved competences of both inmates and prison staff

Output
Human resources capacity improved

<table>
<thead>
<tr>
<th>Output indicator(s)</th>
<th>Baseline</th>
<th>Target</th>
<th>Source of Verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Strategies for human recourses training and occupational standards in prison and probation developed and implemented</td>
<td>0</td>
<td>1</td>
<td>Pre-defined project's reports/deliverables; Evaluation performed by the PO; On the spot checks performed by the PO</td>
</tr>
<tr>
<td>Strategies/action plans for the development and management of the probation system developed and implemented</td>
<td>0</td>
<td>4</td>
<td>Pre-defined project's reports/deliverables</td>
</tr>
</tbody>
</table>

Output
Training modules developed and courses delivered to 1) prisoners, 2) prison staff, 3) police pre-trial detention staff and 4) probation staff)

<table>
<thead>
<tr>
<th>Output indicator(s)</th>
<th>Baseline</th>
<th>Target</th>
<th>Source of Verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of prisoners completing training courses</td>
<td>0</td>
<td>100</td>
<td>Pre-defined project's reports/deliverables</td>
</tr>
<tr>
<td>Number of prison staff completing training courses</td>
<td>0</td>
<td>100</td>
<td>Pre-defined project's reports/deliverables</td>
</tr>
<tr>
<td>Number of prisoners completing in the police pre-trial detention centre completing training courses</td>
<td>0</td>
<td>884</td>
<td>Pre-defined project's reports/deliverables:Training attendance lists</td>
</tr>
<tr>
<td>Number of probation staff completing training courses</td>
<td>0</td>
<td>425</td>
<td>Pre-defined project's reports/deliverables:Training attendance lists</td>
</tr>
</tbody>
</table>
1) Bilateral, output and outcome indicators shall be reported on in the annual programme report.

2) The National Focal Point shall ensure that the Programme Operator ensures that Project Promoters who have, in line with this Agreement, received an exception from the general rule in Article 7.3.1(c) of the Regulation with respect to any equipment (the excepted equipment):
   a. Keep the excepted equipment in their ownership for a period of at least five years following the completion of the project and continue to use that equipment for the benefit of the overall objectives of the project for the same period;
   b. Keep the excepted equipment 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
   c. Set aside appropriate resources for the maintenance of the excepted equipment 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; provided however that the Programme Operator may release any Project Promoter from the above obligations with respect to any specifically identified excepted equipment where the Programme Operator is satisfied that, having regard to all relevant circumstances, continued use of that equipment for the overall objectives of the project would serve no useful economic purpose. The National Focal Point shall furthermore ensure that the Programme Operator keeps a list of the excepted equipment for each project.

3) 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. The specific means for implementation of this obligation shall be specified in the project contract.

4) The National Focal Point shall ensure that Article 7.16 of the Regulation, as well as national and European Union law on public procurement are complied with at any level in the implementation of the programme and the projects. The National Focal Point shall, by way of the Programme Implementation Agreement, ensure that the Programme Operator maintains written records of all assessments concerning the organization of procurement procedures and compliance with procurement rules, and provides such records to the NMFA upon request. The approval of the Programme by the NMFA does not imply a positive assessment of such compliance.

5) 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 as well as a semi-annual report submitted six months from the submission date of the annual programme report.

6) The National Focal Point shall ensure that the Programme Operator ensures that any residual or extracted material from project activities is reused, recycled, treated and/or deposited in an environmentally sound manner and that any equipment purchased is environmentally sound.

7) The Programme Operator shall ensure that the Project Promoters secure in the budgets sufficient allocations to the partnerships foreseen in the pre-defined projects.

8) A methodology on the calculation of the flat rate to be applied to indirect eligible costs (overheads) in accordance with Article 7.4.1(b) of the Regulation shall be submitted to the NMFA no later than one month after programme approval.

9) The indicators under section 1 of this annex shall be reviewed and submitted to the NMFA for approval prior to the first disbursement to the projects.

10) The National Focal Point shall ensure that the Programme Operator ensures 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.

11) A concise plan on the manner in which the allocation of at least 10% of the total eligible costs of the Programme to target the improvement of the situation of the Roma population is to be achieved, shall be submitted to the NMFA for approval no later than three months from the signature of the Programme Agreement.

2.2 Pre-eligibility

Pre-eligibility conditions for the pre-defined projects:

1) For the pre-defined project No. 6 "Strengthening the capacity of the Romanian probation system for delivering effective alternative to prison interventions" the Programme Operator’s responsibilities regarding the verification of payment claims described in the Regulation and the Programme Operator’s monitoring and control functions described in Article 4.2 of the Regulation shall be externalized and be carried out by a legal entity independent of and unrelated to the Programme Operator. The NMFA shall approve the entity to be charged with these tasks prior to the first disbursement to the projects. This condition shall be waived if sufficient evidence of the Project Promoter’s budgetary, managerial and organizational independence from the Programme Operator is presented to the satisfaction of the NMFA.

2) A technical assessment of the feasibility of pre-defined project No. 2 in Section 6 of Annex II "Strengthening the capacity of the
Bacau prison for minors and youngsters to comply with the relevant international human rights instruments shall be carried out by an expert external to the Programme Operator and Project Promoter before the project is implemented. Only after the positive assessment of such an assessment subject to an approval by the NMFA do the costs of the project become eligible. This pre-eligibility condition does not apply however to the cost of the assessment, which is eligible in line with Article 4.1.4 of the programme agreement.

2.3 Pre-payment
2.4 Pre-completion
2.5 Post-completion
2.6 Other

3. Eligibility of costs

3.1 Eligibility of costs - period

Eligibility of costs (excluding prog prep costs): 03/06/2013-30/04/2017
Eligibility of programme proposal preparation costs: 24/03/2012-02/06/2013

3.2 Grant rate and co-financing

| Programme estimated total cost (€) | €9,411,765 |
| Programme estimated eligible cost (€) | €9,411,765 |
| Programme grant rate (%) | 85.0000% |
| Maximum amount of Programme grant (€) | €8,000,000 |

3.3 Maximum eligible costs (€) and Advance payment amount (€)

<table>
<thead>
<tr>
<th>Budget heading</th>
<th>Eligible expenditure</th>
<th>Advance payment*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Programme management</td>
<td>€350,000</td>
<td>€140,000</td>
</tr>
<tr>
<td>Overcome challenges connected to growing prison populations and prison overcrowding</td>
<td>€4,445,360</td>
<td>€1,778,144</td>
</tr>
<tr>
<td>Increased application of alternatives to prison</td>
<td>€1,933,085</td>
<td>€773,234</td>
</tr>
<tr>
<td>Increased focus on vulnerable groups in prison</td>
<td>€798,992</td>
<td>€319,597</td>
</tr>
<tr>
<td>Improved competences of both inmates and prison staff</td>
<td>€1,627,427</td>
<td>€650,971</td>
</tr>
<tr>
<td>Fund for bilateral relations</td>
<td>€200,000</td>
<td>€80,000</td>
</tr>
<tr>
<td>Complementary action</td>
<td>€21,901</td>
<td>€8,760</td>
</tr>
<tr>
<td>Preparation of programme proposal</td>
<td>€15,000</td>
<td>€6,000</td>
</tr>
<tr>
<td>Reserve for exchange rate losses</td>
<td>€20,000</td>
<td>€8,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>€9,411,765</strong></td>
<td><strong>€3,764,706</strong></td>
</tr>
</tbody>
</table>

* The advance payment is composed of €3,200,000 in grant amount and €564,706 in co-financing.

3.4 Retention of management costs

| Retention of management costs - percentage of the management costs | 10.00% |
| Retention of management costs - planned Euro value | €29,750 |

3.5 Small Grant Scheme
Not applicable
Annex II - Operational Rules

1. Eligibility

1.1 Eligible measures (sub-measures if any):
The Programme Operator is the Ministry of Justice, Romania.

The Donor Programme Partner is The Norwegian Correctional Services.

The Programme aims to improve the system of correctional services in compliance with the relevant international and European human rights instruments. This will be achieved through measures which aim at reducing overcrowding in prisons, increasing the use of alternatives measures to prison, increasing the focus on vulnerable groups in prison and improving the competences of prison staff and prisoners.

This Programme shall contribute to reaching the indicative target of at least 10% of the total funding to go towards improvement of the situation for the Roma population, as agreed in Section 2 of Annex B of the MoU.

The Programme will be implemented by way of six pre-defined projects.

1.2 Eligible applicants:
Not applicable.

1.3 Special rules on eligibility of costs:

Chapter 7 of the Regulation contains the rules on eligibility of costs. The following exceptions apply:

a) In-kind contributions are not considered eligible expenditure.

b) By way of exception from Article 7.3.1(c) of the Regulation, the entire purchase price of new and second hand equipment will be eligible in projects where the equipment is installed during or at the end of the project and the utilisation of the equipment starts during or after the closure of the project and/or in those cases where the equipment’s use after project completion is limited to activities in line with the project’s objectives.

Indirect eligible costs can be claimed by the application of a flat rate of up to 20% of total eligible direct costs. The Programme Operator shall describe a methodology that shall ensure the fair apportionment of the overall overheads. Project Promoter or project partners must apply the methodology established by the Programme Operator when setting the precise level of this flat rate.

2. Financial parameters

2.1 Minimum and maximum grant amount per project:
The grant amount for the pre-defined projects is referred to under Section 6.

2.2 Project grant rate:
The grant rate of the pre-defined projects is 100%. (See Section 6)

3. Selection of projects

3.1 Selection procedures:
The appraisal of the pre-defined projects in line with Article 5.5.3 of the Regulation shall be carried out by the Cooperation Committee. In cases where its deemed necessary an external appraisal will be considered.

The appraisal of the pre-defined projects will start immediately after the programme has been approved by the Donors and the projects have been fully developed in cooperation with the project partners. The Programme Operator will be responsible for distributing a workplan to the Cooperation Committee members. The project descriptions, time schedules, budgets and partnership agreements will form the basis for the appraisal. The members of the Cooperation Committee are entitled to develop and exchange amongst assessment of the projects based on the criteria below. In case of ambiguities and need for additional clarifications, project promoters / partners can be asked to provide additional documentation. The Programme Operator will on the basis of comments from the Cooperation Committee meeting, draft a final appraisal report.

3.2 Open call for availability of funds (including number of calls, duration of calls, and estimated size):
Not applicable.
3.3 Selection criteria:
The appraisal of the pre-defined projects shall verify the projects' quality based on the following specific criteria:
1. Compliance and contribution to the objectives of the Norwegian financial mechanism and objective and outcomes of the programme;
2. Compliance with the national and EU legislation as well as relevant Council of Europe standards and public procurement law;
3. Connection between the identified challenges and the planned activities;
4. Impacts and needs of the target group;
5. Defined and measurable indicators contributing to the outcomes and objectives;
6. Involvement of stakeholders in the drafting/planning of the projects;
7. Sustainability of the projects;
8. Sufficient and appropriate publicity and information activities;
9. Assessment of the risk factors and risk mitigation plan;
10. Budgetary aspects – compliance with art. 7.2 and 7.3 of the Regulation on the implementation of the Norwegian Financial Mechanism 2009-2014, all necessary resources are planned and appropriate for the implementation of the projects, distribution of the finances between the projects are duly documented;
11. The Partnership Agreement is in line with art. 6.8 of the Regulation on the implementation of the Norwegian Financial Mechanism 2009-2014;
12. Compliance with the MoU
- At least 10% of the total funding, at programme level, has been targeted towards the improvement of the situation for the Roma population, with the observance of the European principles and national strategies in this area;
- The programme's main focus is target towards increasing the efficiency of the Romanian penitentiary and probation systems;
- The programme pays specific attention to juveniles offenders.

4. Payment flows, verification of payment claims, monitoring and reporting

4.1 Payment flows
The Programme Operator shall ensure that funds are available for payments to the projects in a timely manner.

Payments towards the projects will take the form of advance payment, interim payments and final balance payment. The advance payment shall be set in the financial plan of each project. Interim payments to the projects are made on the basis of approved interim reports.

The deadlines for submitting and assessing interim financial reports will be set in the Project Contract. The Project Promoters will report to the Programme Operator on incurred expenditures, actual progress and pre-payment forecast through the interim reports.

The Programme Operator may withhold up to 10% of the total grant amount for the payment of the final balance. The payment of the final balance will be disbursed within 15 working days after the approval of the final report.

4.2 Verification of payment claims
Verification and approval of the interim and final reports of the Project Promoter will be conducted by the Programme Operator except in the case referred to in Annex I, Section 2.2(1).

The Programme Operator will duly verify all expenditures declared by the Project Promoters ensuring its correctness and regularity in line with the set procedures.

In case of verification of expenditure incurred by the donor project partner, a report by an independent and certified auditor, certifying that the claimed costs are incurred in accordance with the Regulation, the national law and accounting practices of the donor project partner's country, shall be seen as sufficient proof of costs incurred. The same applies to Council of Europe.

The verification procedures for payment claims will be further outlined in the description of the Programme management and control system according to article 4.8.2 of the Regulation.

4.3 Monitoring and reporting
The Programme Operator shall continuously monitor the projects through the review of reports submitted by the Project
Promoters and on-site monitoring visits. On-site monitoring visits shall be carried out and shall include at least 50% of the projects. Depending on the level of complexity of the projects and other relevant factors, on-site monitoring visits may be carried out in cooperation with technical experts and/or financial officers.

The aim of the on-the-spot checks is to make sure that the projects are implemented in accordance with the requirements of the Regulation and the project contracts, to verify procurement procedures and the cost efficiency of incurred expenditures and to assess the achievement of sectorial objectives and indicators and the impact of the results of projects.

Project Promoters shall be required to report on projects' progress and outputs in interim and final reports. Interim reports shall be submitted every 4 months and shall as a minimum describe:

a) the technical project progress, fulfilment of project outputs, information on tender procedures, project time schedule, project modifications, fulfilment of project conditions if relevant and risk management;

b) the financial progress of the project, including a list of claimed expenditures and requests for payments, and information on any financial audit if relevant.

The final report shall contain the same information as the interim reports. In addition, it shall describe the achievement of the overall objective of the project and contain information on cross-cutting issues relevant to the project, fulfilment of project conditions and sustainability of the project. It shall also include summary information on financial management and findings from the final financial audit (if applicable).

In addition at least one programme review shall be carried out during the programme implementation. The review shall focus on effectiveness and efficiency of the programme in achieving outputs and outcomes and relevance of projects in relation to the programme outcomes and strategies.

Irregularities will be handled in accordance with Chapter 11 of the Regulation.

Information on Reporting and Monitoring shall be further outlined in the description of the Programme's Management and Control System according to Article 4.8.2 of the Regulation.

5. Additional mechanisms within the programme

5.1 Funds for bilateral relations

The Programme Operator shall set aside a minimum of 1.5% of the total eligible expenditure of the programme for a fund for bilateral relations.

The fund shall be split between measure a and b of Article 3.6 of the Regulation in the following manner:

Measure a), search for partners for donor partnership projects etc.: 20%
Measure b), networking, exchange, sharing and transfer of knowledge etc.: 80%

Of measure b, 50% of the allocation shall be available for supporting bilateral project activities within the six pre-defined projects. Eligible applicants are Project Promoters and donor project partners.

For the above parts of the funding the fund will be open for applications on a continuous basis from the first date of eligibility of the Programme until the last date of eligibility of the projects. The Cooperation Committee will inform the project promoters and partners about the bilateral fund and develop an application template that shall be used when applying for the fund. An application shall contain a description of the envisaged activities, budget and justification.

The applications will be assessed by the Cooperation Committee according to the following selection criteria.

-Compliance with the programme objectives and outcomes;
- The rationality of expenditures (level of financing);
- The period of eligibility.

The total amount available as well as the minimum and maximum level of financing for each activity shall be decided by the Cooperation Committee after consultation with the beneficiaries and taking into account the project schedules.

The remaining 50% of the allocation shall support activities under the Programme aimed at addressing strategic, more extensive subjects and areas which can involve a broader scope of actors with the aim of strengthening e.g. the cooperation between the Programme Operator and the counterparts in the Beneficiary states and reaching up to the political level, as well as involving participation in international cooperation in the field of correctional services. Activities are eligible in line with article 7.7 of the Regulation and would include inter alia conferences, seminars or workshops, high level meetings between director generals in Norway and Romania, participation in international conferences/forum, cooperative research projects and information and
promotional activities.

Eligible beneficiaries of this part are the Programme Operator, the donor programme partner and other relevant stakeholders in the area of correctional services.

In case of non-absorption of the allocation under measure a, it can be reallocated to measure b after partnerships have been established and implementation of the projects has started.

Further use and development of the bilateral fund on programme level including the bilateral indicators will be developed in cooperation by the Programme Operator and the Donor Programme Partner and will be subject to the approval of the Cooperation Committee.

The Council of Europe (CoE) is a member of the Cooperation Committee. Proper arrangements must be made to avoid conflict of interest situations arising due to the partnership of the CoE in one of the pre-defined projects.

The Donor Programme Partner and the CoE will, through the Cooperation Committee follow-up and monitor the implementation of the specific 10% Roma target set in this programme agreement. All the expenses that might occur in this respect for the Norwegian Correctional Services and the CoE (expert and staff missions, translation of documents, interpretation etc.) are to be covered by the bilateral fund.

5.2 Complementary action
An allocation to complementary action has been set aside as indicated in the budget table under Section 3.3 in Annex I.

The complementary action must also facilitate the participation of relevant stakeholders in events/seminars/activities agreed with the Donors.

The Programme Operator will further define the complementary action under this Programme and follow the provisions of Article 7.11 of the Regulation.

5.3 Reserve for exchange rate losses
The reserve for exchange rate losses will be used to cover exchange rate losses arising from fluctuations of the RON against the euro, incurred during the implementation of the Programme and the projects. The amounts that will be granted from the reserve will be calculated at the final settlement of the projects and a pro-rata approach will be applied.

5.4 Small Grant Schemes
Not Applicable.

6. Pre-defined projects
Six pre-defined projects are implemented under the Programme.

A total of €8,804,864 of the programme grant (including co-financing) is allocated to the pre-defined projects. Development of the projects is still on-going with the potential project partners. After this work has been completed and the projects are ready for the appraisal referred to in Article 5.5.3 of the Regulation, the final contents and budgets will be clear.

The donor programme partner is a member of the appraisal team conducting the said appraisal. The budgets, outputs and main activities below are indicative.

The projects are as follows:

1) "Strengthening the capacity of the penitentiary system in the area of human capital development at the level of prison staff".
   Project Promoter: the National Administration of Penitentiaries.
   Donor project partner: To be determined. Possibly KRUS (The Correctional Services of Norway Staff Academy).
   Project partner: The Centre for Training and Specialization for the National Administration of Penitentiaries Officers (Arad).
   Estimated total eligible project cost: €645,069.
   Grant rate: 40.6%
   Maximum contribution from the Programme: €645,069.
   Contribution to programme outcome: "Improved competences of both inmates and prison staff".
   Project objective: Strengthen the capacity of the penitentiary system to ensure special training instruments, professional training courses as well as proper training facilities for the prison staff.
   Description: The purpose of the project is to strengthen the capacity of the penitentiary system in the area of human capital
development by elaborating a human resources strategy, special training instruments, improving the professional competence and knowledge of the prison staff and improving the training facilities of the penitentiary system through redevelopment of the Centre for Training and Specialization for the National Administration of Penitentiaries Officers – Arad.

Preliminary outputs:
1. A Human Resources Strategy, as well as other special training instruments for the prison staff developed in accordance with European standards.
2. Professional competence and knowledge of prison staff improved in accordance with European standards.
3. The Centre for Training and Specialization for the National Administration of Penitentiaries’ officers – Arad redeveloped/rehabilitated and endowed in accordance with European standards.

Main activities are foreseen to include inter alia:
1. Development of a Human Resources Strategy;
2. Development of a Training Needs analysis Instrument;
3. Developing 8 training Curricula for the initial and 3 for the in-service training of the prison staff, in accordance with the European standards;
4. Elaboration of a prison staff career guide;
5. Developing and implementing mentoring and coaching programs;
6. Developing and adapting educational programs (modules) to an e-learning platform;
7. Organising training sessions for the prison staff, in accordance with the settled yearly training plan;
8. Redevelopment/rehabilitation and endowment of the Centre for Training and Specialization for the National Administration of Penitentiaries Officers – Arad.

2) “Strengthening the capacity of the Bacau prison for minors and youngsters to comply with the relevant international human rights instruments”
Project Promoter: the National Administration of Penitentiaries.
Donor project partner: To be determined, possibly Region West of the Norwegian Correctional Services.
Project partner: Bacau Prison.
Estimated total eligible project cost: €3,127,355.
Grant rate: 100%
Maximum contribution from the Programme: €3,127,355.
Contribution to programme outcomes: “Overcome challenges connected to growing prison populations and prison overcrowding” and “Increased focus on vulnerable groups in prison”.
Project outcome: Strengthened capacity of the Bacau prison for minors and youngsters, in particular, and of the penitentiary system, in general, to assist the educational and psycho-social recovery of minors and youngsters deprived of liberty.

Description: The project aims to renovate and equip a prison wing within the detention area belonging to the Bacau Prison for minors and youngsters in order to create proper conditions for carrying out the socio-educational activities, ensure the accommodation standards and requirements applying to different categories of penitentiary regimes in accordance with the European standards. The project will also develop a special assistance programme and an integrated tool for the evaluation of the relapse risk of minors and youngsters in order to assist their educational and psycho-social recovery, and will improve the professional competence and knowledge of the staff working with this vulnerable group of prisoners.

Main activities are foreseen to include inter alia:
1. Construction works;
2. Buying furniture and bedding for detention rooms;
3. Buying furniture and equipment for equipping the club rooms and the training rooms, such as computers, television sets, flip charts, DVD players;
4. Buying other necessary equipment such as sanitary and dining ware, gym equipment, alarm and card access system, interphone system etc.;
5. Replacing the current video surveillance system, making watch towers redundant;
6. Developing a modular, used tool for the evaluation of the relapse risk of the minors and youngsters deprived of liberty;
7. Developing modules for the special program for the assistance of minors and youngsters deprived of liberty;
8. Elaborating a comprehensive guide to the penitentiary units for minors and youngsters a manual comprising the modular type special programme, developed for the assistance of minors and youngsters deprived of liberty and the integrated tool for the evaluation of the relapse risk of the vulnerable group of prisoners;
9. Developing a training curriculum for the prison staff working with minors and youngsters deprived of liberty;
10. Organising training sessions and study visits for the prison staff working with minors and youngsters deprived of liberty.
3) “Setting up a reintegration mechanism for inmates”.
Project Promoter: the National Administration of Penitentiaries.
Donor project partner: To be determined. Possibly Bastøy prison in Norway.
Project partners: 1) An NGO specialised in the local eco-development projects in the Danube Delta is foreseen, 2) The Tulcea Prison in Romania.
Estimated total eligible project cost: €580,320.
Grant rate: 100%
Maximum contribution from the Programme: €580,320.
Contribution to programme outcome: “Improved competences of inmates”.
Project outcome: Strengthened capacity of the penitentiary system to facilitate the reintegration processes of persons when released from prison.

Description: The project aims to facilitate the reintegration process of the inmates mainly belonging to vulnerable groups and in a medium term to reduce the recidivism rate by focusing on the personal development of inmates through training in eco-jobs (such as construction) and traditional crafts, as well as by improving the public opinion on inmates and ex-inmates. The project includes establishing a reintegration lab in Delta Danube on Grindul Tataru - a property of Tulcea Penitentiary, where 5 eco-houses will be built by inmates that will serve as crafts workshops and will be used for organizing awareness events. Prisoners of Roma origin will have priority for the selection for the 100 places on offer. However, not being of Roma nationality will not be an exclusion criterion for other inmates.

Preliminary outputs:
1. Inmates trained in eco-construction and traditional crafts.
2. Increased awareness and involvement of the society as regards the social reintegration of inmates and ex-inmates.

Main activities are foreseen to include *inter alia*:
1. Building of 5 eco-houses;
2. Training of 2 trainers, from among the prison staff, in eco-constructions (wood, adobe and stone construction);
3. Training of inmates in eco-construction and crafts;
4. Development and implementation of an awareness raising plan;
5. Establishment of partnerships with civil society/artists and cultural managers and institutions/public authorities and other stakeholders.

4) “Establishing a therapeutic community centre for women in Gherla Prison”
Project Promoter: the National Administration of Penitentiaries.
Donor project partner: To be determined. Possibly 1) The Bredvet prison for female inmates in Norway or 2) The Pathfinder in Oslo Prison.
Project partner: Gherla Prison in Romania.
Estimated total eligible project cost: €1,232,437.
Grant rate: 100%
Maximum contribution from the Programme: €1,232,437
Contribution to programme outcome: “Overcome challenges connected to growing prison populations and prison overcrowding” and “Increased focus on vulnerable groups in prison”.
Project outcome: Strengthened capacity of the Gherla prison, in particular, and of the penitentiary system, in general, to efficiently assist the psycho-social recovery of women deprived of liberty.

Description: The purpose of the project is to strengthen the capacity of the Gherla prison in particular and of the penitentiary system in general to efficiently assist the psycho-social recovery of women deprived of liberty by establishing a therapeutic community centre in Gherla prison and developing special psycho-social recovery programmes, as well as by improving the professional competence and knowledge of the prison staff working with women deprived of liberty.

Preliminary outputs:
1. A therapeutic community centre for women in Gherla Prison established and equipped in accordance with European standards.
2. A specific treatment and recovery program and clinic protocols for the assistance of women deprived of liberty developed in accordance with European standards.
3. Improved professional competence and knowledge of prison staff working with women deprived of liberty in accordance with European standards.
Main activities are foreseen to include *inter alia*:
1. Construction work;
2. Buying of furniture and equipment for the psychological office and social assistance office and the two rooms for group activities;
3. Clinic protocols and programmes for the target group developed and implemented;
4. Organising of training of the prison staff working with women deprived of liberty.

5) “Strengthening the capacity of the pre-trial detention system to comply with the relevant international human rights instruments”
Project Promoter: the General Inspectorate of the Romanian Police.
Donor project partner: N/a.
Project partner: The Council of Europe.
Estimated total eligible project cost: €1,286,598.
Grant rate: 100%
Maximum contribution from the Programme: €1,286,598.
Contribution to the programme outcomes: “Overcome challenges connected to growing prison populations and prison overcrowding” and “Improved competences of prison staff”.
Project outcome: Increased capacity of the Police pre-trial detention centres to comply with the European standards and instruments in matters of human rights by improving the professional competence and knowledge of the staff working in the Police pre-trial detention centres as well as the material conditions existing therein.

Description: The purpose of the project is to strengthen the capacity of the pre-trial detention system to comply with the relevant international human rights instruments by providing trainings on human rights topics and developing best practice guides for the staff working in police pre-trial detention centres, as well by improving the infrastructure at the level of the police pre-trial detention centres and providing them with the necessary equipment in accordance with the European standards.

Preliminary outputs:
1. Police staff working in the Police pre-trial detention centres trained with a special focus on the area of human rights application.
2. Police pre-trial detention centres renovated and endowed in accordance with European standards.

Main activities are foreseen to include *inter alia*:
1. Construction/Renovation work in 52 police detention centres;
2. Training curricula and training plans for the police staff working in the police pre-trial detention centers developed and implemented;
3. Best practice guides and information materials (leaflets) containing useful information relating to the protection of the human rights and to the ways of preventing the discrimination in the police pre-trial detention centers (including Roma ethnics and other vulnerable groups/minorities), elaborated and disseminated (the informative materials translated into minority languages such as Romanes).

6) “Strengthening the capacity of the Romanian probation system for delivering effective alternative to prison interventions”.
Project Promoter: the Probation Department within the Romanian Ministry of Justice.
Donor project partner: To be determined, possibly the Norwegian probation Office.
Project partner: N/a.
Estimated total eligible project cost: €1,933,085.
Grant rate: 100%
Maximum contribution from the Programme: €1,933,085.
Contribution to programme outcome: “Increased application of alternatives to prison” and “Improved competences of probation staff”.
Project outcome: Strengthened capacity of the Romanian probation system to deliver effective alternative to prison interventions.

Description: The purpose of the project is to improve the overall performance of the Romanian probation system. The project included an update of the organizational management in probation system, improving its working tools, capacity and practice and working conditions and developing occupational standards. The project also includes development of alternatives to prison interventions and promoting them among legal practitioners and other stakeholders as well as development of specific training for working with particular types of offenders including Roma.
Preliminary outputs:
1. Organizational management in probation developed in accordance with European standards.
2. The working tools, capacity and practice of the probation system improved in accordance with European standards.
3. The capacity of the probation system to provide specific assistance for Roma offenders under probation supervision improved.
4. The working conditions of the probation staff and the functioning of the probation service improved in accordance with Council of Europe probation rules.

Main activities are foreseen to include inter alia:
1. Developing specific management tools for the institutional management in probation;
2. Developing a working standards set and a related evaluation procedure of implementation for improving the functioning of the probation service;
3. Developing occupational standards for the probation staff and training of trainers;
4. Developing a working procedure built on the case management principle;
5. Designing a “My Choice” type of alternative to prison programme, adapted to the peculiarities of the Romanian probation system and its beneficiaries;
6. Establishing an assessment, monitoring and outcome measurement system for offender rehabilitation and reintegration;
7. Developing a probation practice manual;
8. Promoting the project and the benefits of alternatives to imprisonment;
9. Providing a mentoring service for assisting Roma offenders under probation supervision;
10. Improving the working conditions of the probation staff and the functioning of the probation service by providing adequate endowments.

7. Modification of the programme
Any modifications of the Programme will follow the rules set forth in the Regulation and in Article 2.9 of the programme agreement.

8. Programme proposal version
Any reference to the programme proposal in this programme agreement shall be interpreted as the version signed by the PO on 19 November 2012 and shall include all subsequent correspondence and communication between the Donors, the Financial Mechanism Office, the National Focal Point and the Programme Operator.

9. Miscellaneous
Relevant stakeholders should be consulted during the implementation of the Programme.