

Norwegian Financial Mechanism 2009-2014

PROGRAMME AGREEMENT

between

The Norwegian Ministry of Foreign Affairs

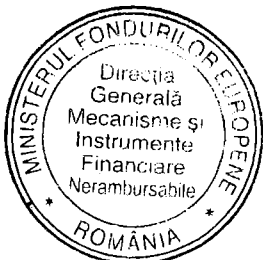
and

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 "Judicial Capacity-building and Cooperation"

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 and institutions 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 1.4 Annexes and hierarchy of documents

1. The programme decision, including the financial plan (Annex I), and the operational rules (Annex II) 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 former shall prevail, provided that these provisions are compatible with the Regulation.

3. Commitments, statements and guarantees, explicit as well as implicit, made in the programme proposal 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 highest degree of transparency, accountability and cost efficiency as well as the principles of good governance, sustainable development, gender equality and equal opportunities.

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 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

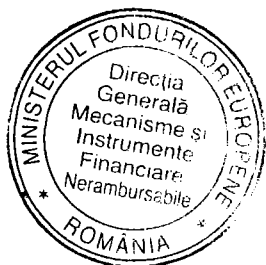
1. The programme decision sets out the objective, outcome(s), outputs, indicators and targets for the Programme.

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 rate, 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
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 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 parties to the agreement is an entity from Norway.
3. The eligibility of expenditures incurred by a project partner is subject to the same limitations as would apply if the expenditures were incurred by the Project Promoter.

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

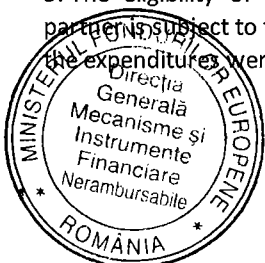
Article 3.4 Reallocation of funds

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 fulfil 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.



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.

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 2009-2014 to the Programme in accordance with Article 8.8 of the Regulation.



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.

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

For the NMFA

Signed in Bucharest on June 28,
2013

Grete Faremo.

Grete Faremo
Minister of Justice and Public Security

For the National Focal Point

Signed in Bucharest on June 28,
2013

Eugen Orlando Teodorovici

Eugen Orlando Teodorovici
Minister of European Funds



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Annex I - Programme Decision

1. Expected Outcomes & Indicators for Outputs

Expected Outcome(s): Improved efficiency of the court systems, including the development of systems for case handling

Output

New case-handling system for the judiciary developed and installed

Output indicator(s)	Baseline	Target	Source of Verification
An updated version of the Electronic Court Register Information System (ECRIS) developed and installed.	0	1	Project reports; Improved ECRIS application installed and functioning
Availability of the jurisprudence of a court in Romanian to all other courts in the country.	0	1	Project reports; Improved ECRIS application installed and functioning

Output

Judicial personnel trained in the use of the new case-handling system

Output indicator(s)	Baseline	Target	Source of Verification
Number of judicial personnel trained in the use of the new case-handling system.	0	800	Project reports; Lists of attendance

Expected Outcome(s): Increased competence of actors within the judiciary

Output

Legal professionals have increased knowledge.

Output indicator(s)	Baseline	Target	Source of Verification
Number of court staff and legal professionals trained on the new legal codes.	0	5000	Project reports; Lists of attendance
Number of court staff and legal professionals trained on the ECHR.	0	450	Project reports; Lists of attendance
Number of court staff and legal professionals trained on court management.	0	200	Project reports; Lists of attendance
Number of court staff and legal professionals trained on alternative dispute resolutions (ADR).	0	200	Project reports; Lists of attendance

Output

Improved technical capacity available to judicial professionals

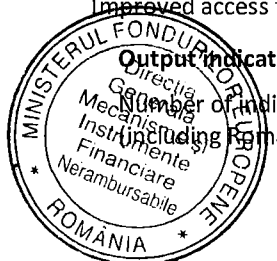
Output indicator(s)	Baseline	Target	Source of Verification
Number of legal professionals with improved ICT-equipment	0	650	Project reports

Expected Outcome(s): Improved access to justice, including for vulnerable persons (e.g. victims, minors, minorities)

Output

Improved access to (primary) legal aid of the citizens from vulnerable groups, including the Roma community.

Output indicator(s)	Baseline	Target	Source of Verification
Number of individuals benefitting from free legal advice (including Roma)	0	1000	Project reports



Output

Strengthened knowledge of legal professionals in countering discrimination

Output indicator(s)	Baseline	Target	Source of Verification
Number of legal professionals trained in countering discrimination	0	120	Project reports; Lists of attendance

2. Conditions

2.1 General

2. Conditions

2.1 General

- 1) Bilateral, outcome and output indicators shall be reported on in the annual programme report.
- 2) The communication plan shall be discussed in the Cooperation Committee.
- 3) The National Focal Point shall ensure that any public support under this Programme complies with the procedural and substantive state aid rules applicable at the time when the public support is granted. The National Focal Point shall, by way of the programme implementation agreement, ensure that the Programme Operator maintains written records of all assessments concerning compliance with state aid rules, particularly decisions to award grants and set grant rates, 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.
- 4) 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.
- 5) 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.
- 6) 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):
 - 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;
 - 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
 - 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, use of that equipment for the overall objectives of the project after the project completion would serve no economic purpose.

The National Focal Point shall furthermore ensure that the programme Operator keeps a list of the excepted equipment for each project.

7) 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



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compliance. When competitive procurement procedures are applied, the National Focal Point shall ensure that the Programme Operator ensures that Project Promoters in their tender documents do not describe the object of the contract in a manner which could restrict fair competition, e.g. by reference to trade marks, patents or origin, unless such references are specifically authorized by law.

8) 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.

9) The pre-defined project 2 "Improved of the Electronic Court Register Information System (ECRIS)" shall be appraised in accordance with Article 5.5.3 of the Regulation by an independent and external expert, prior to the signature of the project contract. This expert shall be independent of the Programme Operator.

10) For the pre-defined project 2 "Improvement of the Electronic Court Register Information System (ECRIS)" the Programme Operator's responsibilities regarding the verification of payment claims described in Article 4.7.1.c) of the Regulation and the Programme Operator's monitoring and control functions described in Article 4.7.1.e) and f) of the Regulation shall be outsourced and carried out by an independent third party with the appropriate qualifications.

11) The pre-defined project 2 "Improvement of the Electronic Court Register Information System (ECRIS) shall be audited by an independent and certified auditor, certifying that the claimed costs are incurred in accordance with the Regulation, the relevant national law and accounting practices once the project is completed.

12) The National Focal Point shall ensure that the Programme Operator ensures that there is no funding overlap with activities financed by other sources.

13) 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.

14) 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.

15) Further bilateral indicators shall be developed and discussed and agreed within the cooperation committee.

2.2 Pre-eligibility

1) Under pre-defined project 2 "Improvement of the Electronic Court Register Information System (ECRIS)" expenditure under the activity "Technical specification and procurement of supporting hardware infrastructure and software for ECRIS" shall not be eligible prior to the completion of the Feasibility Study and the approval by the NMFA of an updated description of the pre-defined project, taking into account the results of the feasibility study.

2.3 Pre-payment

Not applicable

2.4 Pre-completion

Not applicable

2.5 Post-completion

Not applicable

2.6 Other

Not applicable

3. Eligibility of costs

3.1 Eligibility of costs - period

Eligibility of costs (excluding prog prep costs): 17/06/2013-30/04/2017
 Eligibility of programme proposal preparation costs: 24/03/2012-16/06/2013

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 (€)

Budget heading	Eligible expenditure	Advance payment*
Programme management	€350,000	€70,000
Improved efficiency of the court systems, including the development of systems for case handling	€4,016,162	€382,000
Increased competence of actors within the judiciary	€3,734,426	€745,412
Improved access to justice, including for vulnerable persons (e.g. victims, minors, minorities)	€941,177	€188,235
Fund for bilateral relations	€300,000	€60,000
Complementary action	€50,000	€10,000
Preparation of programme proposal	€10,000	€0
Reserve for exchange rate losses	€10,000	€0
Total	€9,411,765	€1,455,647

* The advance payment is composed of €1,237,300 in grant amount and €218,347 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 Romanian Ministry of Justice. The Donor Programme Partners are the Council of Europe (CoE) and the Norwegian Courts Administration (DA).

The programme consists of three pre-defined projects:

- 1) Pre-defined project 1 "Strengthening the capacity of the Romanian judicial system to face new legislative and institutional challenges".
- 2) Pre-defined project 2 "Improvement of the Electronic Court Register Information System (ECRIS)".
- 3) Pre-defined project 3 "Improving access to justice. An integrated approach with a focus on Roma and other vulnerable groups".

1.2 Eligible applicants:

Not applicable.

1.3 Special rules on eligibility of costs:

Costs are eligible in accordance with Chapter 7 of the Regulation. The following exception will apply:

By way of exception from Article 7.3.1(c) of the Regulation, the entire purchase price of new equipment will be eligible in projects where the equipment is installed at the end of the project and the utilisation of the equipment starts 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.

2. Financial parameters

2.1 Minimum and maximum grant amount per project:

Not applicable.

2.2 Project grant rate:

Not applicable.

3. Selection of projects

3.1 Selection procedures:

Not applicable.

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

Not applicable.

3.3 Selection criteria:

Not applicable.

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 pre-defined project. Interim payments to the project 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 Promoter 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.

Notwithstanding the above description of the financial flows, the Programme Operator shall ensure that, in the case of projects implemented in partnership with the Council of Europe, advance payments and all subsequent payments to the project from the



Programme are sufficient to ensure that the Council of Europe's pre-financing requirements can be met and that all payments due from the project promoter to the Council of Europe are made without delay.

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

4.2 Verification of payment claims

Verification and approval of the interim and final reports of the Project Promoters will be conducted by the Programme Operator.

The Programme Operator will duly verify all expenditures declared by the Project Promoters ensuring its correctness and regularity in line with the set procedures. Verification and approval of interim and final reports will be based on information on financial status and project progress contained in the reports, and on additional information to be submitted together with the reports. The Programme Operator will conduct a 100% check of the costs reported as incurred by the Project Promoter.

Verification of payment claims of the pre-defined project 2 (ECRIS) shall be outsourced and carried out by an independent third party with the appropriate qualifications.

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

4.3 Monitoring and reporting

The Programme Operator shall continuously monitor the project through the review of reports submitted by the Project Promoters, on-site monitoring visits and financial compliance reviews.

The aim of the on-site monitoring visits is to make sure that the project is implemented in accordance with the requirements of the Regulation and the project contract, 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 project.

For the pre-defined ECRIS project the on-site monitoring shall be conducted by an independent expert.

Project Promoters shall be required to report on project 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).

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 will set aside not less than 1.5 % of the total programme budget to a Fund for Bilateral Cooperation.

The details of use of the bilateral fund, the selection procedures and criteria for awarding support from the fund, the maximum grant amount and the grant rate, and any other relevant details will be developed by the Programme Operator and agreed with the Donor Programme Partners in the Cooperation Committee.



The Bilateral Fund will, as a minimum, support the following activity:

- A seminar to present and discuss the conclusions of the feasibility study conducted under pre-defined project 3, co-organised with and/or including participants from other states benefitting from the Norway Grants.

5.2 Complementary action

Complementary action in line with the Regulation shall be organised by the Programme Operator, in line with the objectives of the Programme, in order to strengthen co-operation between the Programme Operator and similar entities within the Donor States and the Beneficiary States. These will include the exchange of experience and best practice related to the implementation of the Programme.

The plan for the use of the fund for Complementary action will be discussed and decided upon in the Cooperation Committee.

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 shall be calculated at the final settlement of the projects.

The Programme Operator shall, in the detailed description of the Management and Control System for the Programme, provide a clear and transparent method of calculating the exchange rate losses and of their settlement.

5.4 Small Grant Schemes

Not applicable.

6. Pre-defined projects

The programme consists of three pre-defined projects.

Pre-defined project 1: Strengthening the capacity of the Romanian judicial system to face new legislative and institutional challenges.

The project promoter: Superior Council of Magistracy

Project partners:

National Institute of Magistracy

National School of Clerks

Public Ministry

Judicial Inspection

Donor Project Partners:

Council of Europe

Norwegian Courts Administration

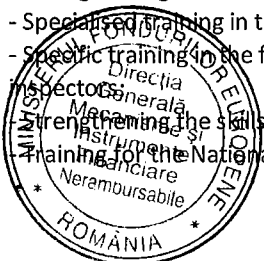
Estimated total eligible project cost: € 3,734,426

Grant rate: 100%

The project will fund training of legal professionals and the acquisition of new technical equipment to six institutions (the project partners described above in addition to the courts).

The pre-defined project will include the following activities:

- Strengthening the National Institute of Magistracy network of trainers used for decentralised continuous training;
- Organisation of summer schools for future professionals;
- Unification of the new codes jurisprudence; Strengthening of the professional skills of Romanian specialists (judges, prosecutors, lawyers and clerks) on the new Codes;
- Strengthening the Romanian magistrates' knowledge in the field of ECHR jurisprudence;
- Specialised training in the field of judicial management for the magistrates with leading positions, and the economic directors;
- Specific training in the fields of judicial ethics and professional deontology for Romanian magistrates, clerks and judicial inspectors;
- Strengthening the skills of the judicial inspectors in performing their specific activities;
- Training for the National School of Clerks network of trainers and for Romanian clerks in the field of case and time management;



- Strengthening the knowledge of the Romanian professionals (judges, mediators, and lawyers) in the field of mediation;
- The purchase of equipment to judicial institutions (Superior Council of Magistracy, National Institute of Magistracy, National School of Clerks, Public Ministry and the Judicial Inspection). The equipment will include laptops, printers, multifunctionals, servers, simultaneous translation equipment, forensic scene work system and integrated system for complex case analysis.
- The purchase and installation of office equipment (computers, printers, desks and office chairs) for the courts.

Pre-defined project 2: Improvement of the Electronic Court Register Information System (ECRIS).

Project Promoter: IT Department, Ministry of Justice

Donor Project Partners:

Council of Europe

Norwegian Court Administration

Total Maximum eligible project cost: €4,016,162

Project grant rate: 100%

Expected outcome: Improved efficiency of the court systems, including the development of systems for case-handling.

The project will fund the development of a new Electronic Court Register Information System (ECRIS) based on the findings and recommendations of the World Bank under the "Judicial Functional Review Project", and in conformity with the methodology developed by the European Commission for the Efficiency of Justice (CEPEJ) of the Council of Europe.

The pre-defined project will include the following activities:

- Needs Analysis including stakeholder consultation – elaboration of terms of reference for the feasibility study;
- Feasibility study, carried out by an external expert, selected on the basis of a competitive tender and terms of reference previously developed and agreed with the Council of Europe and the Norwegian Courts Administration. The selected external expert shall consult with the beneficiaries of the project and with the Council of Europe and the Norwegian Courts Administration when carrying out the feasibility study. The feasibility study will provide the technical specifications (user requirements) for the new ECRIS application and for the supporting hardware infrastructure;
- In accordance with the feasibility study, tender and delivery of: new ECRIS software development (user requirements), testing and roll-out of new ECRIS, training of users and procurement of supporting hardware infrastructure;

Pre-defined project 3: Improving access to justice. An integrated approach with a focus on Roma and other vulnerable groups.

Project Promoter: Superior Council of Magistracy

Project Partner:

National Agency for Roma

National Institute of Magistracy

Donor Project Partners:

Council of Europe

Norwegian Court Administration

Total Maximum eligible project cost: €941,177

Project grant rate: 100%

Expected outcome: Improved access to justice, including for vulnerable persons (e.g. Roma population, victims, minors, other minorities)

The pre-defined project will include the following activities:

- A feasibility study;

The study shall assess the needs and obstacles for Roma and other vulnerable groups to access justice. The study shall give recommendations for action, including the modalities for setting up offices offering primary legal aid. The study will be carried out by an external expert selected on the basis of a competitive tender, and shall last no more than six months. The consultant shall seek input from public institutions, non-governmental organisations and other stakeholders, as applicable.

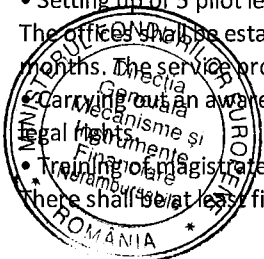
- Setting up of 5 pilot legal assistance offices for Roma and other categories of vulnerable citizens.

The offices shall be established in existing buildings. The offices shall offer primary legal aid, and shall function for no less than 12 months. The service provider(s) will be selected on the basis of a competitive tender.

- Carrying out an awareness campaign for increasing the knowledge of Roma population and other vulnerable groups on their legal rights.

- Training of magistrates, prosecutors and lawyers on anti-discrimination.

There shall be at least five training sessions organised and conducted together with the two Donor project partners.



- Awareness and publicity.

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 version signed by the PO on 19.11.2012, including all subsequent correspondence and communication between the FMC, the Financial Mechanism Office, the National Focal Point and the Programme Operator.

9. Miscellaneous

1. Relevant stakeholders should be consulted during the implementation of the pre-defined project "An integrated approach with a focus on Roma and other vulnerable groups".
2. The Donor Programme Partners shall, through the Cooperation Committee, follow-up and monitor the implementation of the specific 10% Roma target set in point 13 of section 2.1 of Annex 1 to this Programme Agreement.

