

European Economic Area Financial Mechanism 2014-2021

Norwegian Financial Mechanism 2014-2021

AGREEMENT

between

The Financial Mechanism Committee and the Norwegian Ministry of Foreign Affairs
hereinafter referred to as the “Donors”,

and

Ministry of Regional Development, Public Administration and European Funds
hereinafter referred to as the “National Focal Point”,
representing the Government of Romania,
hereinafter referred to as the “Beneficiary State”

together hereinafter referred to as the “Parties”

for the financing of Technical Assistance hereinafter referred to as the “agreement”

Chapter 1

Scope, Legal Framework, and Definitions

Article 1.1

Scope

This agreement between the Donors and the National Focal Point lays down the rights and obligations of the Parties regarding the use of Technical Assistance under the financial contribution from the EEA and the Norwegian Financial Mechanisms 2014-2021 (hereinafter referred to as the “Mechanisms”).

Article 1.2

Legal Framework

1. This agreement shall be read in conjunction with the following documents, which constitute the legal framework of the EEA and Norwegian Financial Mechanisms 2014-2021:

- (a) the Agreement between the Kingdom of Norway and the European Union on a Norwegian Financial Mechanism for the period 2014-2021 and Protocol 38c to the EEA Agreement on the EEA Financial Mechanism (2014-2021);
- (b) the Regulation on the implementation of the Norwegian Financial Mechanism 2014-2021 and the Regulation on the implementation of the EEA Financial Mechanism 2014-2021 (hereinafter referred to as the “Regulations”);
- (c) the Memorandum of Understanding on the Implementation of the Norwegian Financial Mechanism 2014-2021 and the Memorandum of Understanding on the Implementation of the EEA Financial Mechanism 2014-2021 (hereinafter referred to as the “MoUs”), entered into between the Donor States and the Beneficiary State; and
- (d) any guidelines adopted by the Donors in accordance with the Regulations.

2. In case of an inconsistency between this agreement and the Regulations, the Regulations shall prevail.

3. The legal framework as set forth in paragraph 1 of this Article is binding for the Parties. An act or omission by a Party to this agreement that is incompatible with the legal framework constitutes a breach of this agreement by that Party.

Article 1.3

Definitions

Terms used and institutions and documents referred to in this agreement shall be understood in

accordance with the Regulations, in particular Article 1.6 thereof, and the legal framework referred to in Article 1.2 of this agreement.

Chapter 2

Rights, responsibilities and budgets

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 agreement.

2. The Parties agree to provide all information necessary for the good functioning of this agreement and to apply the principles of implementation as set out in the Regulation.

3. The Parties shall promptly inform each other of any circumstances that interfere or threaten to interfere with the successful implementation of this agreement.

4. In executing this 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 agreement.

Article 2.2

Main responsibilities of the Parties

1. The National Focal Point is responsible and accountable for the overall management of the Mechanisms in the Beneficiary State and for the full and correct implementation of this agreement. In particular, the National Focal Point undertakes to:

- (a) comply with its obligations stipulated in the Regulations and this agreement;
- (b) ensure that the Certifying Authority, the Audit Authority, the Irregularities Authority and all other entities receiving support under this agreement, properly perform the tasks assigned to them in the Regulations and this agreement;
- (c) take the necessary measures to remedy irregularities in the implementation of this agreement as well as the Mechanisms overall, including measures to recover misspent funds.

2. The Donors shall, subject to the rules stipulated in the legal framework referred to in Article 1.2 of this agreement, make available to the Beneficiary State a financial contribution (hereinafter referred