

Non-official publication

FRAMEWORK AGREEMENT

between

THE SWISS FEDERAL COUNCIL

and

THE GOVERNMENT OF ROMANIA

on

**THE IMPLEMENTATION OF THE SECOND SWISS
CONTRIBUTION TO SELECTED MEMBER STATES OF
THE EUROPEAN UNION TO REDUCE ECONOMIC AND
SOCIAL DISPARITIES WITHIN THE EUROPEAN UNION**

THE SWISS FEDERAL COUNCIL (hereinafter referred to as 'Switzerland'),

and

THE GOVERNMENT OF ROMANIA (hereinafter referred to as 'Romania')

hereinafter collectively referred to as the 'Parties',

- NOTING the solidarity of Switzerland with the endeavours of the European Union (EU) to reduce economic and social disparities within the EU;
- COMMITTED to further reducing the economic and social disparities within the EU and within Romania;
- BUILDING upon the successful cooperation between the Parties during Romania's transition process leading to its accession to the EU and within the framework of the Swiss contribution to the enlarged EU;
- SHARING AND PROMOTING the fundamental values of democracy, the rule of law and political pluralism;
- RESPECTING AND DEFENDING human rights, human dignity and fundamental freedoms;
- REFERRING to the United Nations Sustainable Development Goals;
- HAVING REGARD to the friendly relations between the Parties;
- DESIRING to further strengthen these relations and the fruitful cooperation between the Parties;
- REFERRING to the 'Memorandum of Understanding between the European Union and Switzerland on a contribution by Switzerland towards reducing economic and social disparities and for cooperation in the area of migration in the European Union' signed on 30 June 2022 for a total amount of CHF 1'302'000'000 (one billion three hundred and two million Swiss francs) to selected EU Member States for cooperation in the areas of cohesion and migration (hereinafter referred to as the 'Second Swiss Contribution');
- NOTING the cooperation in the area of migration of up to CHF 200'000'000 (two hundred million Swiss francs) under the second Swiss Contribution;
- IN VIEW of the cooperation in the area of cohesion of up to CHF 1'102'000'000 (one billion one hundred and two million Swiss francs) under the second Swiss Contribution.

hereby agree as follows:

Article 1 – Definitions

For the purposes of this Framework Agreement:

'Contribution' means the maximum non-refundable financial contribution granted by Switzerland to Romania under this Framework Agreement;

'The Country-Specific Set-Up' (Annex 1) means the thematic and geographical allocations of the Contribution and specific rules agreed between Switzerland and Romania, as well as the attribution of responsibilities and tasks to entities involved in the implementation of the Swiss-Romanian Cooperation Programme and in Support Measures respectively;

'Memorandum of Understanding' means the 'Memorandum of Understanding between the European Union and Switzerland on a contribution by Switzerland towards reducing economic and social disparities and for cooperation in the area of migration in the European Union' signed on 30 June 2022 for a total amount of CHF 1'302'000'000 (one billion three hundred and two million Swiss francs) to selected EU Member States for cooperation in the areas of cohesion and migration;

'National Coordination Unit' means the national public entity of Romania designated to act on its behalf for the coordination of the Swiss-Romanian Cooperation Programme.

'Programme' means a coherent set of Programme Components carried out in line with national priorities, policies or strategies of the Partner State with the support of the Contribution comprising a single comprehensive implementation and budget framework with overarching goals. A Programme may be accompanied by a policy dialogue;

'Project' means an indivisible series of activities, carried out with the support of the Contribution, which is aimed at achieving agreed objectives and outcomes and is not part of a Programme;

'Regulations' means the Regulations on the implementation of the Second Swiss contribution in the area of cohesion issued by Switzerland and containing the general rules and procedures on the implementation of the Swiss-Romanian Cooperation Programme;

'Support Measure' is used as a generic term and means a specific Project, Programme or Technical Support within the framework of the Swiss-Romanian Cooperation Programme;

'Support Measure Agreement' means an agreement between the Parties and, if need be, additional contracting parties, on the implementation of a Support Measure;

'Swiss-Romanian Cooperation Programme' means the bilateral programme for the implementation of this Framework Agreement;

'Technical Support' means part of the Contribution provided under the Cooperation Programme for the preparation of Support Measures and for the efficient and effective implementation of the Cooperation Programme.

Article 2 – Legal Framework

1. This Framework Agreement, together with the following documents, constitutes the legal framework of the implementation of the second Swiss Contribution in the area of Cohesion:

- (a) the Regulations and subsequent amendments thereof;
- (b) Support Measure Agreements, or other agreements between the Parties, resulting from the Framework Agreement; and
- (c) any operational procedures or guidelines adopted by Switzerland after consultation with Romania.

2. In the event of conflicts or inconsistencies between the provisions of these instruments, the aforementioned order of precedence shall apply.

Article 3 – Objectives and Principles

1. The overall objective of the Swiss-Romanian Cooperation Programme is to contribute to the reduction of the economic and social disparities within the EU and within Romania, building upon and further strengthening the bilateral relations between Switzerland and the EU and its Member States.

2. The Parties shall select Support Measures that contribute to the achievement of the overall objective and which, with the exception of Technical Support, contribute to at least one of the five objectives of the second Swiss Contribution, which are:

- a) promoting economic growth and social dialogue, reducing (youth) unemployment;
- b) managing migration and supporting integration. Increasing public safety and security;
- c) protecting the environment and the climate;
- d) strengthening of social systems;
- e) civic engagement and transparency.

3. Support Measures, with the exception of Technical Support and unless otherwise agreed upon by the Parties, shall be assigned to at least one thematic area of cooperation, as set out in the Regulations. The Parties shall achieve a thematic focus for the Contribution. Therefore, the Parties shall mutually agree on a limited number of thematic areas to receive support under the Swiss-Romanian Cooperation Programme, as set out in the Country-Specific Set-Up.

4. The Parties shall encourage partnerships and the exchange of expertise between actors from Romania and Switzerland.

5. Support Measures shall respect social inclusion and ensure environmental sustainability.

6. All actions under the Swiss- Romanian Cooperation Programme shall be implemented in line with the objectives, principles, strategic directions, and geographical and thematic focus as outlined in the Country-Specific Set-Up and the Regulations.

Article 4 – Financial Framework

1. Switzerland agrees to grant a Contribution to Romania of up to CHF 221'500'000 (two hundred twenty one million five hundred thousand Swiss francs) with reference to the agreed thematic areas and geographical allocation and according to the indicative allocation defined in the Country-Specific Set-Up.
2. The Contribution in paragraph 1 does not include expenditures by Switzerland on the management costs of the 'Swiss-Romanian Cooperation Programme' and on the 'Swiss Expertise and Partnership Fund Cohesion'. The latter is a fund administered by Switzerland, aimed at making Swiss expertise available to selected EU Member States, ensuring the quality and sustainability of Support Measures, strengthening bilateral relations and fostering partnerships between Switzerland and Romania.
3. The period of eligibility of expenditures from Support Measures, as defined in Chapter 6 of the Regulations, ends on 3 December 2029, inclusive. Funds not used by this date shall no longer be available to Romania.
4. Under the Swiss-Romanian Cooperation Programme, with the exception of the amounts reserved for Swiss management costs and the Swiss Expertise and Partnership Fund Cohesion, the Contribution should be provided in the form of non-refundable grants or concessional financial facilities such as credit lines, guarantee schemes, equity, debt participation, and loans.
5. The financing from the Contribution shall not exceed 60% of the eligible expenditures from the Support Measure, except for:
 - a) Projects or Programmes receiving additional financing in the form of budget allocations from national, regional or local authorities, in which case the financing from the Contribution may not exceed 85% of the total eligible expenditures;
 - b) Projects or Programmes implemented by non-governmental organisations, which may be financed to a degree higher than 60% or fully by the Contribution;
 - c) Technical Support, which may be financed to a degree higher than 60% or fully by the Contribution;
 - d) Support Measures in the form of credit lines, guarantee schemes, equity and debt participation and loans to the private sector, which may be financed to a degree higher than 60% or even fully by the Contribution.
6. Romania shall ensure compliance with applicable rules on state aid and public procurement.

Article 5 – Principles for Support Measures

1. Support Measures shall be implemented in accordance with the legal framework pursuant to Article 2.
2. Romania is responsible for the identification of Support Measures, which are
 - a. relevant and in line with national priorities;

- b. effective in addressing the identified needs;
 - c. feasible and efficient to implement;
 - d. expected to have impact;
 - e. designed to create sustainable benefits.
3. Romania shall avoid any duplication of and/or overlap with any part of a Support Measure which is receiving support from any other structural and/or cohesion funds, such as the European Funds, the European Economic Area Financial Mechanism or the Norwegian Financial Mechanism, as the case may be.
4. Each Support Measure shall be approved first by Romania and then by Switzerland.
5. Each Support Measure shall be subject to a Support Measure Agreement.
6. The Parties attach high importance to the monitoring, evaluation and auditing of the Support Measures and the Contribution. Each Party shall share, without delay, any useful information requested by the other Party. The Parties shall ensure effective coordination and monitoring of the Swiss-Romanian Cooperation Programme.
7. Switzerland, or any third party appointed to act on its behalf, shall have the right to visit, monitor, review, audit and evaluate all activities and procedures related to the implementation of the Support Measures as deemed appropriate by Switzerland. Romania shall provide any and all information, assistance and documentation, which may be requested or useful, to allow Switzerland to exercise such right.
8. In order to ensure effective implementation of the Swiss-Romanian Cooperation Programme, the competent authorities referred to in Article 6 shall hold annual meetings. The purpose of such meetings shall be to review the progress achieved in the Swiss-Romanian Cooperation Programme, agree on any necessary measures to be taken, and provide a forum for discussion of issues of bilateral interest.

Article 6 – Competent Authorities

1. Romania has authorised a national public entity to act on its behalf as the National Coordination Unit (see Country-Specific Set-Up). The National Coordination Unit shall have overall responsibility for reaching the objectives of the Swiss-Romanian Cooperation Programme as well as for its coordination in accordance with this Framework Agreement.
2. Switzerland has authorised the Federal Department of Foreign Affairs, acting through the Swiss Agency for Development and Cooperation (SDC), and the Federal Department of Economic Affairs, Education and Research, acting through the State Secretariat for Economic Affairs (SECO), to act on its behalf for the implementation of the Swiss-Romanian Cooperation Programme. Support Measures are assigned to either the SDC or SECO in line with their respective fields of competence.

Article 7 – Liability

The responsibility of Switzerland with regard to the Swiss- Romanian Cooperation Programme is limited to providing funds in accordance with the relevant Support Measure Agreements. No liability to Romania, to any public or private entity involved in a Support Measure or to any third parties is or will be assumed by Switzerland.

Article 8 – Common Concern

The Parties share a common concern to prevent and fight against corruption, which jeopardises good governance and the proper use of resources needed for development, and, in addition, endangers fair and open competition in procurement procedures based upon price and quality. The Parties therefore agree to combine their efforts to fight corruption and, in particular, agree that any offer, gift, payment, remuneration or benefit of any kind whatsoever, made to whomsoever, directly or indirectly, with a view to being awarded a mandate or contract under this Framework Agreement, or during the performance hereof, will be construed as an illegal act or corrupt practice. Any act of this kind constitutes sufficient grounds for terminating this Framework Agreement and the relevant Support Measure Agreement, cancelling the procurement or resulting award, or taking any other proportionate corrective measure laid down by applicable law. The Parties shall promptly inform each other of any well-founded suspicion of an illegal act or corrupt practice.

Article 9 – Amendments

1. Any amendment to this Framework Agreement shall be made in writing with the mutual agreement of the Parties.
2. Notwithstanding paragraph 1 above, the Country-Specific Set-Up may be amended by mutual agreement of the competent authorities referred to in Article 6 through an exchange of letters between them.

Article 10 – Final Provisions

1. The Country-Specific Set-Up (Annex 1) shall form an integral part of this Framework Agreement.
2. This Framework Agreement shall enter into force, after its signature, on the date of receipt of the last notification confirming the completion by both Parties of their respective approval procedures. It applies until both Parties have fulfilled all their obligations. The Parties shall provisionally apply this Framework Agreement and the Annex herefo commencing on the date on which this Framework Agreement is signed by both Parties.
3. Any dispute which may result from the application of this Framework Agreement shall be resolved by diplomatic means.

4. This Framework Agreement may be terminated at any time by one of the Parties giving six months prior written notice. Prior to making such a decision, the Parties shall enter into consultation regarding the reasons for the termination.

5. In the event of termination of this Framework Agreement, its provisions shall continue to apply to the relevant Support Measure Agreements concluded before the termination of this Framework Agreement. The Parties shall decide by mutual agreement on any other consequences of the termination.

Signed in Bucharest on December the 12th, 2022, in two original copies in the English language.

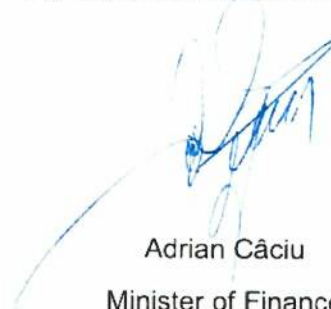
For the Swiss Federal Council



Ignazio Cassis

President of the Swiss Confederation

For the Government of Romania



Adrian Căciu

Minister of Finance

Annex 1

**COUNTRY-SPECIFIC SET-UP
TO THE
FRAMEWORK AGREEMENT**

between

THE SWISS FEDERAL COUNCIL

and

THE GOVERNMENT OF ROMANIA

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**THE IMPLEMENTATION OF THE SECOND SWISS
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THE EUROPEAN UNION TO REDUCE ECONOMIC AND
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1. General provisions

- 1.1. This Country-Specific Set-Up is an integral part of the Framework Agreement between the Swiss Federal Council (hereinafter referred to as "Switzerland") and the Government of Romania (hereinafter referred to as "Romania") on the implementation of the second Swiss Contribution to selected Member States of the EU to reduce economic and social disparities within the EU (hereinafter referred to as the "Framework Agreement").
- 1.2. For the purposes of this Country-Specific Set-Up, the definitions in the Framework Agreement shall apply.
- 1.3. This Country-Specific Set-Up (Annex 1 of the Framework Agreement) lays down the thematic and geographical allocations of the Contribution and the specific rules agreed between Switzerland and Romania, as well as the attribution of responsibilities and tasks to entities involved in the implementation of the Swiss-Romanian Cooperation Programme and in the Support Measures respectively.
- 1.4. For specific rules and procedures not provided in the Country Specific Set-Up, the provisions of the Regulations shall apply.

2. Roles and responsibilities for the Swiss – Romanian Cooperation Programme

2.1. National Coordination Unit

Romania has authorised the Ministry of Finance to act on its behalf as National Coordination Unit (NCU) of the Swiss – Romanian Cooperation Programme, through the General Directorate for ECOFIN Preparation and Community Assistance.

The role and responsibilities of the NCU are set out in the Regulations, with an exception for the area of Civic Engagement and Transparency, which will be managed under the responsibility of SDC in coordination with the NCU.

2.2. Intermediate Body

There is no Intermediate Body foreseen. Should an intermediary be necessary, the role and responsibilities will be communicated to the Swiss side and integrated into the programme management system.

2.3. Paying Authority

The Paying Authority is the General Directorate for Non-Reimbursable Financial Mechanisms and Instruments in the Ministry of Investments and European Projects. In addition to its role as Paying Authority, the GDENFMI is designated National Focal Point for the European Economic Area (EEA) and Norwegian Financial Mechanism and holds various roles in a number of EU financed programmes.

The roles and responsibilities of the Paying Authority are set out in the Regulations.

In addition, the Paying Authority is responsible for the control and assessment of suspected irregularities/frauds and their reporting to the NCU, as well as for the recovery of ineligible amounts related to the identified irregularities.

The Paying Authority will have no responsibility for the area of Civic Engagement and Transparency, which will be managed under the responsibility of SDC.

2.4. Audit Authority

The Central Harmonization Unit for Public Internal Audit (CHUPIA) shall act as Audit Authority.

The CHUPIA is a directorate within the Ministry of Finance, headed by a Director and under the direct coordination of the Minister of Finance. The Director of the CHUPIA shall act as the head of the Audit Authority. The CHUPIA is the national authority responsible for the preparation and implementation of the strategy and general normative framework for public internal audit, the coordination and evaluation of the public internal audit activity at national level and also Audit Authority for the European Economic Area and Norway Financial Mechanisms.

The Audit Authority shall be functionally independent of the National Coordination Unit and Paying Authority.

The Audit Authority will have no responsibility for the area of Civic Engagement and Transparency, which will be managed under the responsibility of SDC.

The roles and responsibilities of the Audit Authority are set out in the Regulations.

3. Parameters of cooperation

3.1. Thematic allocation

Specific objective & thematic area	Indicative allocation of the Contribution [in CHF millions]
1. Promoting economic growth and social dialogue, reducing (youth) unemployment	
(i) Vocational and professional education and training	10
(ii) Research and innovation	20.4
(iii) Financing for micro, small and medium-sized enterprises	39
2. Managing migration and supporting integration. Increasing public safety and security	
(v) Improving public safety and security	30
3. Protecting the environment and the climate	
(vi) Energy efficiency and renewable energy	60
(vii) Public transport	9.7
4. Strengthening of social systems	
(xi) Health and social protection	10
(xii) Minorities and socially disadvantaged groups	20
5. Civic engagement and transparency	
(xiii) Civic engagement and transparency	18
6. Technical support	
(xiv) Technical Assistance Fund	3.3
(xv) Support Measure Preparation Fund	1.1
Total allocation	221.5

Any unused balances in all the Support Measures of the Swiss-Romanian Cooperation Programme may be transferred to any other approved Support Measure, provided the feasibility is ensured until the end of the eligibility period, by mutual agreement (e.g. confirmed in the minutes of meetings or by correspondence) between the competent authorities mentioned in Art. 6 of the Framework Agreement in the course of the implementation of the Swiss-Romanian Cooperation Programme. For the consequent modification of the Support Measure, Article 4.12 of the Regulations shall apply.

3.2. Geographical allocation

At least 50% of the Contribution should go to less-favoured regions as defined in Article 2.7 of the Regulations. For Romania they include 6 out of 8 regions, namely North-East, South-East, South (Muntenia), South-West (Oltenia), North-West and Centre.

3.3. Pre-specified parameters per thematic area

(i) Vocational and professional education and training

Directly selected or pre-identified Support Measures

Support Measure name	Dual VET Programme
Support Measure type	Programme
Objectives	Strengthen Romanian dual vocational education and training (VET) system with the involvement of schools and private companies.
Strategic Focus	The programme aims at strengthening and making the dual VET system in Romania more attractive. It will focus on qualifications, training, and enhancing the participation of the private sector as well as at enhancing permeability and career orientation. The economic sectors will be decided in the inception phase but might include hospitality, logistics and agriculture among others.
Swiss indicative Commitment	10 million CHF
Project or Programme Operator	Ministry of Education
Swiss Support Measure Partner(s)	Swiss Public VET schools, professional associations and expert organisations and Swiss authorities involved in VET
Other specificities related to the Support Measure	An assessment by a Swiss expert shall guide the development of the Support Measure.
Geographical focus	Priority Regions

(ii) Research and innovation

Directly selected or pre-identified Support Measures

Support Measure name	Research Programme Romania
Support Measure type	Programme
Objectives	Contribute to the economic growth and competitiveness of Romania by strengthening the research excellence and innovation capacities of

	Romanian research organizations, universities and enterprises and by facilitating the research and innovation cooperation with international partners. All programme components will enhance the relations of the Romanian research and innovation communities with leading RDI actors and networks in the European Research Area and improve the alignment with ERA policy objectives.
Strategic Focus	<p>The programme will have three components:</p> <ol style="list-style-type: none"> 1. <u>Multilateral Joint Research Projects (MJRP)</u>: Building up long-term sustainable research partnerships between Romanian and Swiss and other European partners with a view to, among other things, encourage joint participation in the EU Framework Programme Horizon Europe. (SDC: 12 Mio) 2. <u>Research Infrastructures (ACTRIS, METHAN)</u>: Increasing the Romanian participation in major international Research & Infrastructure networks to boost the scientific research in Romania by providing access to high quality services and data. (SECO: 7.4 Mio) 3. <u>Research Infrastructures (ELI-NP)</u>: Increasing the Romanian participation in major international Research & Infrastructure networks to boost the scientific research in Romania by providing access to high quality services and data. (SDC: 1 Mio)
Swiss indicative Commitment	20.4 million CHF
Project or Programme Operator	Ministry of Research, Innovation and Digitalization
Swiss Support Measure Partner(s)	Swiss research and innovation institutions and agencies, research infrastructure institutions.
Other specificities related to the Support Measure	For the Programme Component on Multilateral Joint Research Projects, the Swiss National Science Foundation will be acting as Programme Component Operator and specific rules, deviating from the Regulations e.g. on financial flows, audit and reporting will be applied and further defined in the Support Measure Agreement.
Geographical Focus	National

(iii) Financing for micro, small and medium-sized enterprises**Directly selected or pre-identified Support Measures**

Support Measure name	Strengthening SMEs through enhanced access to finance Programme	
Support Measure type	Programme	
Objectives	Develop SMEs, especially in the productive sector, by providing access to financing and thereby enhancing sustainable production and employment.	
Strategic Focus	Increase the added value produced by domestic industries, strengthen their connection to international value chains and improve their environmental footprint.	
Swiss indicative Commitment	39 million CHF	
Project or Programme Operator	Ministry of Entrepreneurship and Tourism	
Swiss Support Measure Partner(s)		
Other specificities related to the Support Measure		
Geographical Focus	National	

(iv) Improving public safety and security**Directly selected or pre-identified Support Measures**

Support Measure name	Public Security and Safety Programme (Internal Affairs)	
Support Measure type	Programme	
Objectives	Strengthen Romania's capacities in the field of public security, the fight against organized crime and the trafficking in human beings as well as enhance disaster preparedness.	
Strategic Focus	The programme will be implemented through three components: <ol style="list-style-type: none">1. Community policing2. Fight against organized crime and combat trafficking of human beings3. Air rescue and disaster preparedness	
Swiss indicative Commitment	20 million CHF	

Project or Programme Operator	Ministry of Internal Affairs
Swiss Support Measure Partner(s)	Fedpol, cantonal police forces and recognized specialized institutions in the field of intervention
Other specificities related to the Support Measure	
Geographical Focus	Priority regions

Support Measure name	Public Security and Safety Programme (Justice)
Support Measure type	Programme
Objectives	Strengthen the capacity of the judicial system to effectively combat crime and uphold the rule of law.
Strategic Focus	The programme will focus on two thematic priorities: <ul style="list-style-type: none"> 1. Fight organized crime, corruption and financial crime, and to support asset recovery 2. Enhance and consolidate a child-friendly justice system
Swiss Indicative Commitment	10 million CHF
Project or Programme Operator	Ministry of Justice
Swiss Support Measure Partner(s)	Federal and cantonal bodies, recognized specialized institutions in the field of intervention
Other specificities related to the Support Measure	A joint assessment of Swiss and Romanian experts shall build the basis for the support measure proposal
Geographical Focus	National

(v) Energy efficiency and renewable energy

Directly selected or pre-identified Support Measures

Support Measure name	Energy Efficiency and Renewable Energy Programme
Support Measure type	Programme
Objectives	Strengthen energy efficiency and use of renewables in Romanian cities.
Strategic Focus	The programme will be implemented through two components:

	<ol style="list-style-type: none"> 1. Financing of investments in larger cities 2. Financing of investments in smaller, disadvantaged communities
Swiss indicative Commitment	60 million CHF
Project or Programme Operator	Ministry of Development, Public Works and Administration
Swiss Support Measure Partner(s)	Swiss energy engineering (design) experts, European Energy Award (EEA) specialists
Other specificities related to the Support Measure	The investments will build on existing planning instruments at municipal level, such as the Sustainable Energy Action Plans (SEAPs). A joint assessment, with the participation of the EEA Secretariat, will define the main elements of the programme in terms of awarding system, quality management and sustainability as well as identify the needs in terms of capacity development. The Assessment will take into account the experiences and lessons learnt of the first Swiss Contribution.
Geographical Focus	Priority regions

(vi) Public transport

Directly selected or pre-identified Support Measures

Support Measure name	Improvement of Access to the Bucharest Metro Network Programme
Support Measure type	Programme
Objectives	Identify solutions to improve the access to the Bucharest metro, in particular for people with disabilities and elderly people.
Strategic Focus	<p>The programme will have three steps:</p> <ol style="list-style-type: none"> 1. Audit of the current situation and elaboration of a comprehensive strategy to improve access to the metro, which includes a plan of investments 2. Preparation of technical designs 3. Procurement of equipment and implementation of the identified measures
Swiss indicative Commitment	9.7 million CHF

Project or Programme Operator	The Ministry of Development, Public Works and Administration
Swiss Support Measure Partner(s)	
Other specificities related to the Support Measure	The programme will be prepared and implemented by METROREX SA. METROREX SA carries out activities of public and strategic interest and it is organized and functions under the Ministry of Transport and Infrastructure.
Geographical Focus	Bucharest

(vii) Health and social protection

Directly selected or pre-defined Support Measures

Support Measure name	Health Services Programme
Support Measure type	Programme
Objectives	Improve citizens' access to Romanian quality health services in remote areas
Strategic Focus	The programme will aim at improving primary health care in remote areas by fostering cost-efficient outpatient care and decongesting hospital structures. Pilot approaches might be considered such as integrated community health centers for the provision of adequate health services (outpatient) and improved access to emergency services and continued care.
Swiss indicative Commitment	10 million CHF
Project or Programme Operator	Ministry of Health
Swiss Support Measure Partner(s)	Public health actors in Switzerland and other relevant organisations in the area of health care service organisation; Lugano Summer School in Public Health
Other specificities related to the Support Measure	An assessment shall build the basis for the support measure proposal and involve Swiss experts together with Romanian public health experts. Applied studies shall document the effect and learnings of the pilots and accompany the implementation of the programme.
Geographical Focus	Priority regions

(viii) Minorities and socially disadvantaged groups

Directly selected or pre-defined Support Measures

Support Measure name	Social Inclusion Programme
Support Measure type	Programme
Objectives	Reduce economic and social disparities between communities by focusing on decentralized integrated services for disadvantaged communities and social cohesion in selected counties
Strategic Focus	<p>The programme will have two components:</p> <ol style="list-style-type: none">1. (main) Integrated social services at local level: In the selected counties and localities (selected on the basis of specific criteria and a call for proposals), priority services that are crucial for socio-economic integration (education, health, economic empowerment and social services) will be identified and implemented by the competent entity and/or a mandated entity, according to the specific needs of the targeted disadvantaged groups. Activities in support of social cohesion will be part of this Programme. Communities will be directly involved in the formulation of needs, services and implementation.2. (secondary) Increased access to university studies for students with disabilities: the pilot approach will develop a centre of excellence in inclusion, training programs as well as draw lessons learnt which will contribute to the development of a national strategy for improving access to education for persons with disabilities
Swiss indicative Commitment	20 million CHF
Project or Programme Operator	Ministry of Labour and Social Solidarity
Swiss Support Measure Partner(s)	Public Swiss entities and universities, experts and associations in Social services, integration matters, disability, etc.
Other specificities related to the Support Measure	<p>Component 1) measure will aim at reinforcing local governance and the decentralisation of public services in Romania.</p> <p>Component 2) will be piloted by the National Agency for the Protection of the Rights of the Persons with</p>

	Disabilities with the collaboration of the University of Bucharest.
Geographical Focus	Priority regions for component 1) and Bucharest for component 2)

(ix) Civic engagement and transparency

Directly selected or pre-defined Support Measures

Support Measure name	Civic Engagement Programme
Support Measure type	Programme
Objectives	Strengthen Romanian civic engagement and Civil Society.
Strategic Focus	NGO grants for Social Development, Citizens and Communities' Participation and Advocacy as well as Local Sustainable Development
Swiss indicative Commitment	18 million CHF
Project or Programme Operator	Directly selected by Switzerland
Swiss Support Measure Partner(s)	Swiss non-governmental actors
Other specificities related to the Support Measure	<p>Two windows: larger projects with an integrated approach (0.5 to 1.5 million CHF) and smaller projects addressing grassroots initiatives and capacities needs of smaller CSOs (50'000 to 200'000 CHF), including a specific call in synergy with the Social Inclusion Programme.</p> <p>SDC shall conclude a mandate with the selected programme operator for the area of Civic Engagement and Transparency. The related Support Measure Agreement will include inter alia provisions related to the selection and implementation of the projects, disbursements, financial audit, monitoring and reporting, deviating from the Regulations.</p>
Geographical Focus	Priority regions

4. Partner State specific rules and procedures

Switzerland and Romania agree to the following specific provisions in derogation / modification / complement / specification of the Regulations:

The following paragraph replaces **Article 3.11 paragraph 2** of the Regulations:

"Within six months of the final reimbursement by Switzerland to the Partner State under the Framework Agreement but not later than nine months after the period of eligibility of expenditures as defined in Article 4 paragraph 3 of the Framework Agreement, the Partner State shall submit a Cooperation Programme Completion Report to the SCO assessing the accomplishment of the objective of the Framework Agreement and a final financial statement on the use of the Contribution, based on the audits of the Support Measures. The structure and content of the Cooperation Programme Completion Report shall be in accordance with the template provided by Switzerland."

The following paragraph is added to **Article 6.1** of the Regulations:

(5) "Having regard to the principle of proportionality, travel costs, including subsistence allowance, may be calculated as a lump sum, on the basis of defined rules approved by the Partner State".

The following paragraph replaces **Article 7.2 paragraph 2** of the Regulations:

"The SCO, or any third party nominated by it, shall have the right to be appointed as co-opted expert and to participate in the meetings of the evaluation committee in addition to the evaluation committee members, according to the provisions of the Romanian legislation on public procurement. The NCU shall notify the SCO at least ten working days in advance of the starting of the evaluation process."

The following paragraph replaces **Article 8.3 paragraph 1** of the Regulations:

"In exceptional cases, e.g. for Support Measures benefiting civil society organisations or other institutions with limitations for pre-financing, or for activities performed by Swiss Support Measure Partners, Switzerland may notwithstanding Article 8.1 paragraph 2, pre-finance or reimburse advance payments by the Partner State to Executing Agencies. Such advance payments are to be agreed in the relevant Support Measure Agreement and subject to paragraphs 2 and 3 and to the provision of sufficient proof for the execution of the advance payment by the Partner State and to the provision of the Partner State's co-financing in accordance with the respective Support Measure Agreement."

The following paragraph replaces **Article 9.2** of the Regulations:

1. An external Audit Organization shall carry out financial audit of the Support Measure. The financial external audits reports shall be in accordance with ISA. The auditor is required to examine and conclude on the following matter:
 - (i) Accuracy, completeness and veracity of the accounts;
 - (ii) Legality and regularity of expenditure;
2. The costs for the audits performed at paragraph 1 are eligible for reimbursement and are included in the Support Measure budget.

3. As regards to the audits of the management and control systems of the Programme Operators, these will be performed by the Audit Authority. The first audits, shall, in principle, be performed before the first Swiss reimbursement under the Support Measure Agreement, in respect of which the Programme Operator assumes management and control functions, is made. The Audit Authority is required to examine and conclude on the existence, adequacy and effectiveness of the management and control system.
4. The Audit Authority shall also carry out audits on Support Measures to verify declared expenditures. The declared expenditure shall be audited based on a representative sample and, as a general rule, on statistical sampling methods. The size of the sample shall be sufficient to enable the Audit Authority to draw up a valid audit opinion.

A non-statistical sampling method may be used on the professional judgment of the Audit Authority, to be duly justified in the audit strategy, in accordance with internationally accepted audit standards and in any case where the number of Projects or Programme Components for a year is insufficient to allow the use of a statistical method.

The non-statistical sampling method shall cover a minimum of 10% of Projects or Programme Components for which expenditure has been declared during a year and a minimum of 15% of the expenditure which has been declared during a year.

The following paragraph replaces **Article 9.3 paragraph 4** of the Regulations:

"The reporting period for the Annual Audit Report is the previous accounting year (running from 1 January to 31 December), with the exception of the first report. The first report shall cover the period from the date on which the Framework Agreement is signed until the 31 December of the following year.

The following paragraph replaces **Article 11.1 paragraph 2** of the Regulations:

"Irregularities may include, but are not limited to, unjustified utilisation of funds, corruption, theft, embezzlement, fraud or other crimes against property, documents forgery, sexual exploitation, abuse and harassment (SEAH)¹, violations of public procurement rules. Minor and non-recurring administrative mistakes resulting from unintentional negligent behaviour are not Irregularities."

The following paragraph replaces **Article 11.2** of the Regulations:

1. "The NCU and PA shall make every effort possible to prevent, detect, and remedy Irregularities occurring within the framework of the Cooperation Programme. Any suspected and actual incidents of Irregularities shall be investigated promptly and efficiently and properly remedied, including making financial corrections that may be appropriate in accordance with Article 11.4.
2. Switzerland reserves the right to demand specific and/or additional measures to prevent, detect and remedy Irregularities
3. The NCU and PA shall establish a complaint mechanism that shall be capable of effectively receiving, processing and deciding on complaints about suspected or actual Irregularities in relation to the Cooperation Programme.

¹ Consistent with UNGA Resolution A/RES/73/148 for the definition of sexual harassment and UNSG Bulletin ST/SGB/2003/13 for the definition of sexual exploitation and abuse.

4. If the NCU or PA receives complaints regarding SEAH, Switzerland will be immediately informed. The SCO, NCU and PA will enter into a dialogue in order to assess the relevance and impact on the implementation of the Support Measure linked with the complaint. The NCU will take all reasonable and adequate steps to ensure that SEAH is not tolerated.

The NCU ensures that any agreements with the Executing Agencies that relate to the execution of the Support Measures comply with these obligations.

5. Information on how to submit a complaint shall be prominently placed on the website of the NCU and the PA. The Partner State and the involved entities shall take appropriate measures to protect the privacy of whistle-blowers.
6. Any complaints involving suspected or actual Irregularities shall be reported to the SCO in accordance with Article 11.3 paragraph 2. Upon request, the NCU shall submit a list of all the complaints received to the SCO.
7. The NCU and PA shall, upon request by Switzerland, examine complaints that were received by Switzerland.
8. The Partner State shall be liable for any financial loss and/or any other damage resulting from Irregularities that have occurred within the framework of the Cooperation Programme".

The PA is added next to the NCU in all the clauses of **Articles 11.3 and 11.4**

In the event of a conflict between the Regulations and these specific provisions, the specific provisions of this Annex shall prevail.