

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

The Ministry for European Affairs and Equality,  
hereinafter referred to as the “National Focal Point”,  
representing the Republic of Malta,  
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

to as “the Technical Assistance grant”) to be used exclusively to finance eligible expenditure on Technical Assistance.

### **Article 2.3 Technical Assistance grant**

1. In accordance with Article 8.11.5 of the Regulations, the maximum amount of the Technical Assistance grant is EUR 340,000.

2. The Technical Assistance grant is supported jointly by the EEA Financial Mechanism and the Norwegian Financial Mechanism, in accordance with the allocations set forth in paragraph 3.

3. The support from the EEA Financial Mechanism to the Technical Assistance grant is EUR 182,000. The support from the Norwegian Financial Mechanism to the Technical Assistance grant is EUR 158,000.

### **Article 2.4 Budgets**

1. The National Focal Point shall use the template provided by the Donors when submitting the budget for the whole implementation period, in accordance with 8.11.6 of the Regulations.

2. The budget for the whole implementation period and the first annual calendar year budget shall be submitted to the Donors prior to the signing of this agreement. The budget for the whole implementation period will be annexed to this agreement.

### **Article 2.5 Reporting**

The National Focal Point shall, in accordance with Chapter 9 and Articles 6.11 and 6.12 of the Regulations as applicable, submit financial reports, annual reports and a final report. The final programme report shall be submitted no later than 15 November 2025.

### **Article 2.6 Modification of the agreement and the Budgets**

1. Unless otherwise explicitly stipulated in this agreement, any modification of this agreement is subject to prior approval by the Donors.

2. Modifications to the Technical Assistance budget for the whole implementation period are permitted without the Donors’ prior approval provided that they are limited to the following:

(a) cumulative transfers between budget headings of an amount less than 10 % of total Technical Assistance grant; and

(b) cumulative transfers between institutions of an amount less than 10 % of the total Technical Assistance grant.

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

4. Should there be doubt as to whether the proposed modifications require approval by the Donors, the National Focal Point shall consult the Donors before such modifications take effect.

5. Requests for modifications shall be submitted and assessed in accordance with the relevant provisions of Article 6.9 of the Regulation.

### **Article 2.7 Communication**

1. All communication to the Donors regarding this agreement shall take place in English and be directed to the Financial Mechanism Office (hereinafter referred to as the “FMO”), which represents the Donors towards the National Focal Point in relation to the implementation of this agreement.

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.

### **Article 2.8 Contact information**

1. The contact information of the National Focal Point is:

Ministry for European Affairs and Equality  
Funds and Programme Division  
National Focal Point for the EEA and Norway  
Grants Mechanisms 2014-2021.  
Triq il-Kukkanja  
Santa Venera  
SVR1411  
Malta  
Telephone: +356 2200 1108  
E-mail: fdp.meaim@gov.mt

2. The contact information for the Donors and the FMO is:

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

2. 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 agreement.

#### **Article 2.9** **Representations and Warranties**

1. This agreement, including the budgets for the whole implementation period is based on information provided by, through, or on behalf of the National Focal Point to the Donors.

2. The National Focal Point represents and warrants that all information provided by, through, or on behalf of the National Focal Point in connection with this agreement is authentic, accurate and complete.

### **Chapter 3** **Finance**

#### **Article 3.1** **Eligible expenditures**

1. Expenditure on Technical Assistance is eligible if it complies with the provisions of Article 8.11 of the Regulations.

2. Notwithstanding and in addition to the provisions of paragraphs 1 of this Article, expenditures under this agreement are only eligible if they comply with the general principles on eligibility of expenditure contained in Chapter 8 of the Regulations, as applicable.

3. The first date of eligibility of expenditures under this agreement shall be 1 February 2017.

4. Notwithstanding paragraph 3, expenditure referred to in point (i) of Article 8.11.2 of the Regulation shall be eligible as of 20 October 2016

5. The final date of eligibility of expenditures on Technical Assistance shall be 31 August 2025.

#### **Article 3.2** **Proof of expenditure**

Costs incurred by the National Focal Point, the Certifying Authority, the Audit Authority, the Irregularities Authority or any final beneficiary under this agreement shall be supported by documentary evidence as required in Article 8.12 of the Regulation.

#### **Article 3.3** **Payments**

1. Payments under this agreement shall be made when all relevant conditions for payments stipulated in this agreement and the Regulations have been fulfilled.

2. Payments shall take the form of an advance payment, interim payments and payment of the final balance and shall be made in accordance with Articles 9.2, 9.3 and 9.4 of the Regulations. The final balance shall be presented in the Final Programme Report referred to in Article 2.5 of this agreement.

3. The level of the advance payment for Technical Assistance is EUR 0. This consists of the following elements:

- (a) Technical Assistance allocation under the EEA Financial Mechanism of EUR 0;
- (b) Technical Assistance allocation under the Norwegian Financial Mechanism of EUR 0;

4. Chapter 9 of the Regulations shall apply to all aspects related to payments.

#### **Article 3.4** **Transparency and availability of documents**

The National Focal Point shall ensure an audit trail for financial contributions from the EEA and Norwegian Financial Mechanisms 2014-2021 under this agreement, in accordance with Article 9.8 of the Regulations.

#### **Article 3.5** **Irregularities, suspension and reimbursements**

The Donors have the right to make use of the remedies provided in the Regulations, in particular Chapter 13 thereof. The National Focal Point has a duty to take all necessary measures to ensure that the provisions in Chapter 12 and 13 of the Regulations regarding irregularities, suspension of payments, financial corrections and reimbursement are complied with.

### **Chapter 4** **Final provisions**

#### **Article 4.1** **Dispute settlement**

1. The Parties waive their rights to bring any dispute related to the 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 Donors 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 4.2  
Termination**

1. The Donors may, after consultation with the National Focal Point, terminate this agreement if:
  - (a) a general suspension decision according to Article 13.6 of the Regulations or a decision to suspend payments according to paragraph 1(h) of Article 13.1 of the Regulations has not been lifted within 6 months of such a decision;
  - (b) a suspension of payments according to Article 13.1 of the Regulations, other than under paragraph 1(h), has not been lifted within one year of such a decision;
  - (c) a request for reimbursement according to Article 13.2 of the Regulations has not been complied with within one year from such a decision;
2. This 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 4.1 or the right of the Donors to make use of the remedies provided in Chapter 13 of the Regulations.

**Article 4.3  
Waiver of responsibility**

1. Nothing contained in this agreement shall be construed as imposing upon the Donors or the FMO any responsibility of any kind to any third party for the supervision, execution, completion, or operation of any actions or obligations entered into pursuant to this agreement.
2. The Donors do not assume any risk or responsibility whatsoever for any damages, injuries, or other possible adverse effects caused as a result of actions entered into pursuant to this agreement. It is the full and sole responsibility of the National Focal Point to satisfactorily address such issues.
3. Neither the European Free Trade Association, its Secretariat, including the FMO, its officials or employees, nor the Donors, their officials or employees, can be held liable for any damages or injuries of whatever nature sustained by the National Focal Point, the Certifying Authority, the Audit Authority, the Irregularities Authority or the Beneficiary State, Programme Operators, Project Promoters or any other third person, in connection, be it direct or indirect, with this agreement.

**Article 4.4  
Entry into force and duration**

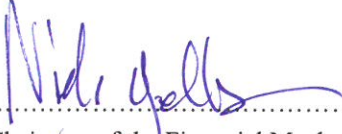
1. This agreement shall enter into force on the date of the last signature of the Parties.
2. This agreement shall remain in force until five years have elapsed after the date of the acceptance of the final Strategic Report.

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

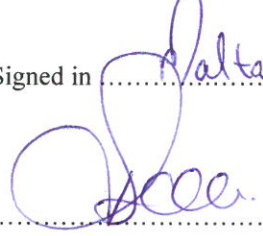
For the Donors

Signed in Oslo ..... on 20th September 2017

  
.....  
Chairman of the Financial Mechanism Committee  
Director General, Norwegian Ministry  
of Foreign Affairs

For the National Focal Point

Signed in Malta ..... on 20th September 2017

  
.....  
National Focal Point

