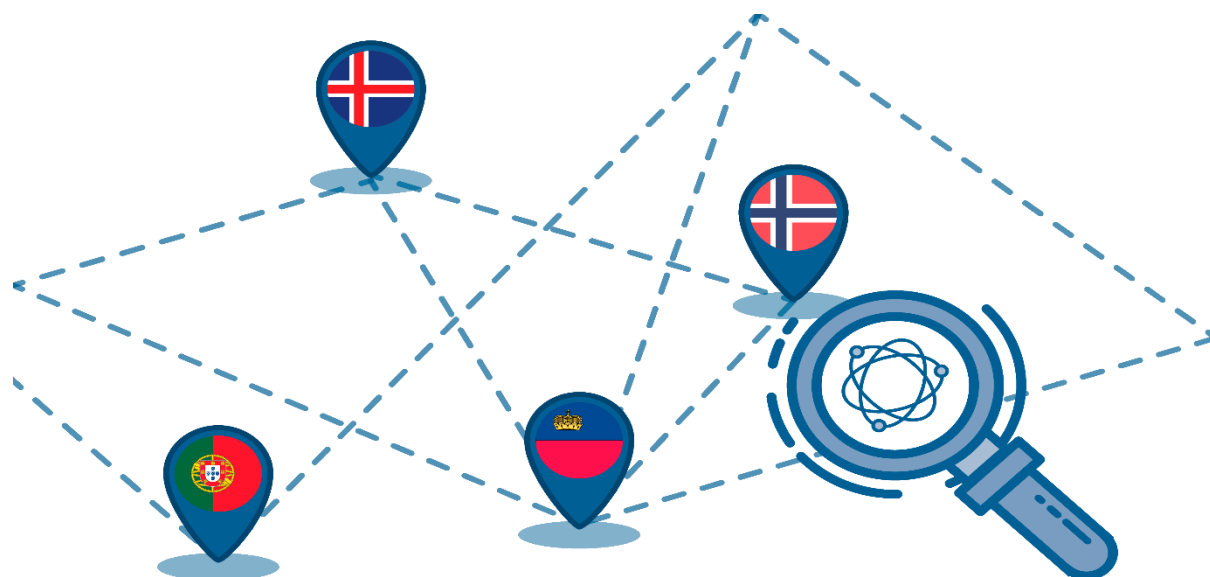


# FUND FOR BILATERAL RELATIONS MANUAL



*Adopted by the National Focal Point of the EEA FM 2014-2021 on January 18th, 2019*

*- updated on November 25<sup>th</sup>, 2019 -*

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## 1 – FRAMEWORK

Through the European Economic Area (EEA) Agreement, signed in the city of Oporto in May 1992, Iceland, Liechtenstein and Norway are partners with the Member States of the European Union in the internal market.

As a way of promoting a continuous and balanced strengthening of economic and trade relations, the parties to the European Economic Area Agreement have established a multiannual Financial Mechanism, known as EEA Grants, through which Iceland, Liechtenstein and Norway provide financial support to the Member States of the European Union with the greatest deviations from the European average GDP per capita, which includes Portugal.

This European Economic Area Financial Mechanism (EEAFM) aims to achieve two general objectives of equal importance:

- a) Reducing economic and social disparities;
- b) Strengthening bilateral relations between Donor States and Beneficiary States.

All the funded programmes, projects and initiatives should contribute to these two general objectives.

As Portugal is one of the Beneficiary States, a Memorandum of Understanding (MoU) was signed on May 22<sup>nd</sup> of 2017 between Portugal and the Donor States in order to ensure the effective implementation of the EEAFM for the 2014-2021 period.

Given the need for an entity to be designated in order to assume the function of National Focal Point of the EEAFM, pursuant to the Resolution of the Council of Ministers no. 39/2017, dated of March 10<sup>th</sup>, rectified by the Rectification Declaration no. 14/2017, of April 24<sup>th</sup>, the National Focal Point (NFP) of the EEAFM 2014-2021 was created.

The NFP's mission is to fulfill the duties defined in the EEAFM 2014-2021 Regulation and in the respective MoU.

Under the scope of the Fund for Bilateral Relations (FBR), the NFP has the following attributions:

- a) To manage and coordinate the implementation of the Fund for Bilateral Relations provided in Article 4.6 of the EEAFM 2014-2021 Regulation;
- b) Establish and chair the Joint Committee for Bilateral Funds (JCBF), pursuant to Article 4.2 of the EEAFM 2014-2021 Regulation.

Taking into account its assignments, the NFP has prepared this Manual to support Programme Operators and the beneficiaries of the EEAFM 2014-2021 in the implementation of the FBR, namely in clarifying concepts and specifying rules and procedures.

This Manual may be revised in order to accommodate adjustments and improvements deemed appropriate, namely to introduce new procedures and/or change the existing ones.

The consultation of this Manual does not exempt or replace the consultation of the EEAFM 2014-2021 legal framework, and in case of conflict will prevail the provisions in the following documents:

- EEAFM 2014-2021 Regulation;
- Bilateral Fund Agreement;
- Bilateral Guideline;
- Description of the Management and Control System at a national level.

These documents are available for consultation on the EEA Grants Portugal website:

[www.eeagrants.gov.pt](http://www.eeagrants.gov.pt)

## **2 – GOALS OF THE FUND FOR BILATERAL RELATIONS**

Bilateral relations between countries means the cooperation between their institutions and people at an administrative, political, private and academic sector and civil society level.

Thus, the FBR wants to strengthen the relations between Portugal and the Donor States by funding bilateral initiatives that allow to increase strategic cooperation, networking, exchange of knowledge, and the implementation of other joint initiatives beyond Programmes agreed upon in the MoU.

According to Article 4.6 of the EEAFM 2014-2021 Regulation, each Beneficiary State must reserve a minimum of 2% of its total allocation to fund bilateral initiatives. Through the MoU, Portugal has allocated an amount of 2.054.000€ for the FBR.

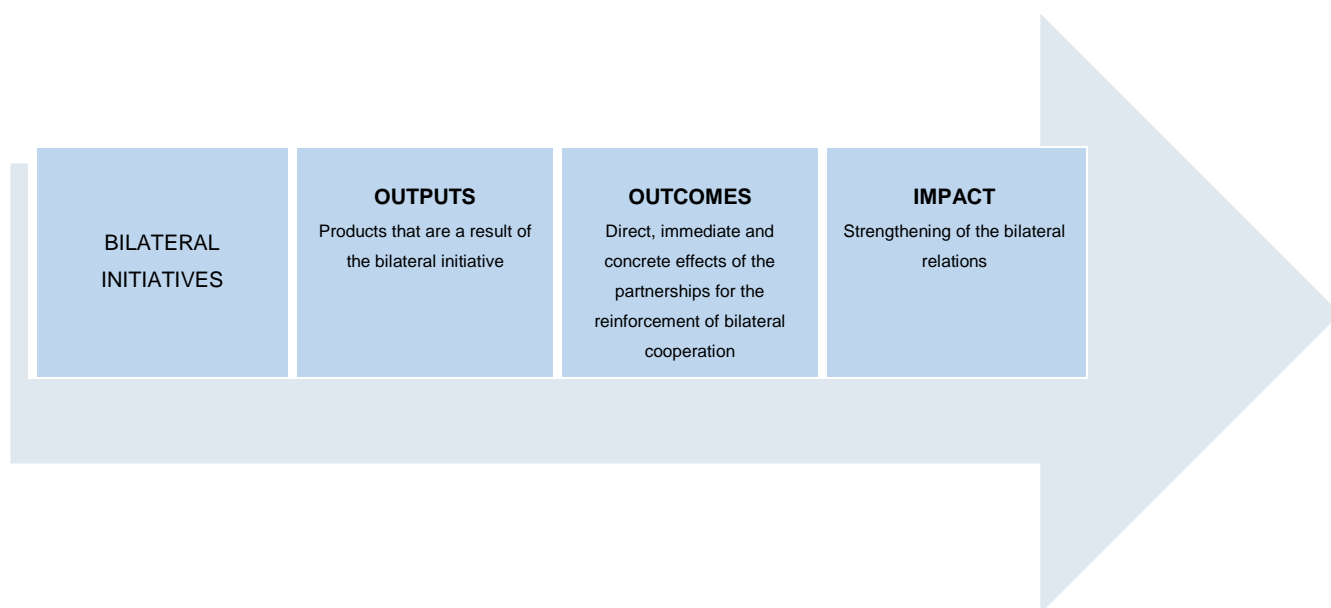
## **3 – MANAGEMENT OF THE FUND FOR BILATERAL RELATIONS**

All the initiatives funded by the EEAFM 2014-2021 should follow a results-based management approach, through a logical articulation between objectives, activities, tools and resources, which implies:

- a) Setting goals;
- b) Identification of the target group or final beneficiaries;
- c) Definition of adequate means and resources to achieve the objectives;
- d) Monitoring progress through predefined indicators;
- e) Identification and management of the associated risks;
- f) Record of the achieved results and resources used;
- g) Continuous assessment.

The use of this methodology regarding the bilateral relations also implies the definition of measures that ensure the sustainability of the partnership.

The expected results of the supported bilateral initiatives should be translated into tangible products (outputs) that promote cooperation between national entities and entities of the Donor States (outcomes), thus contributing to the reinforcement of bilateral relations (impact).



In order for the results of the bilateral initiative to be measured, it is essential to set clear, verifiable and measurable indicators that allow the initiative assessment in terms of its implementation and the results achieved.

### 3.1 – Fund for Bilateral Relations Agreement

In order to implement the FBR, the Agreement between the Financial Mechanism Committee (FMC) and the NFP was signed on September 21<sup>st</sup> of 2017 under the terms of the EEA FM 2014-2021 Regulation.

This Agreement governs the rights and duties of the parties and describes:

- a) The role, functioning and composition of the JCBF;
- b) The procedures and requirements of the Work Plan;
- c) The procedures and requirements for the allocation of funds.

### 3.2 – Joint Committee for Bilateral Funds

The Joint Committee for the Bilateral Funds (JCBF) is chaired by the NFP and has the overall responsibility for supervising the FBR's implementation progress.

**Art. 4.2 of the Regulation**  
*JCBF Attributions*

It is through the JCBF that the bilateral ambitions, the priority areas for bilateral cooperation and the concrete initiatives to be funded by the FBR are established.

The JCBF also has a direct role in deciding on additional allocations of Funds to the Programmes, as well as identifying bilateral initiatives beyond the Programmes.

The JCBF is composed of representatives of the following entities:

- a) NFP;
- b) Ministry of Foreign Affairs of Portugal;
- c) Ministry of Foreign Affairs of Norway (represented by the Norwegian Embassy in Lisbon);
- d) Ministry of Foreign Affairs of Iceland;
- e) Ministry of Foreign Affairs of Liechtenstein.

All JCBF member can invite to these meetings the representatives of:

- a) Programme Operators (PO);
- b) Donor Programme Partners (DPP) designated in the MoU;
- c) Other entities useful for the debate of specific subjects.

### **3.3 – Work Plan**

The Work Plan is FBR's implementation proposal that includes the general framework for its implementation, the main bilateral initiatives to be organized, the respective budgets and expected results.

It is a dynamic document prepared by the NFP in collaboration with the Donor States, which is subject to JCBF approval.

## **4 – FUNDING ALLOCATIONS**

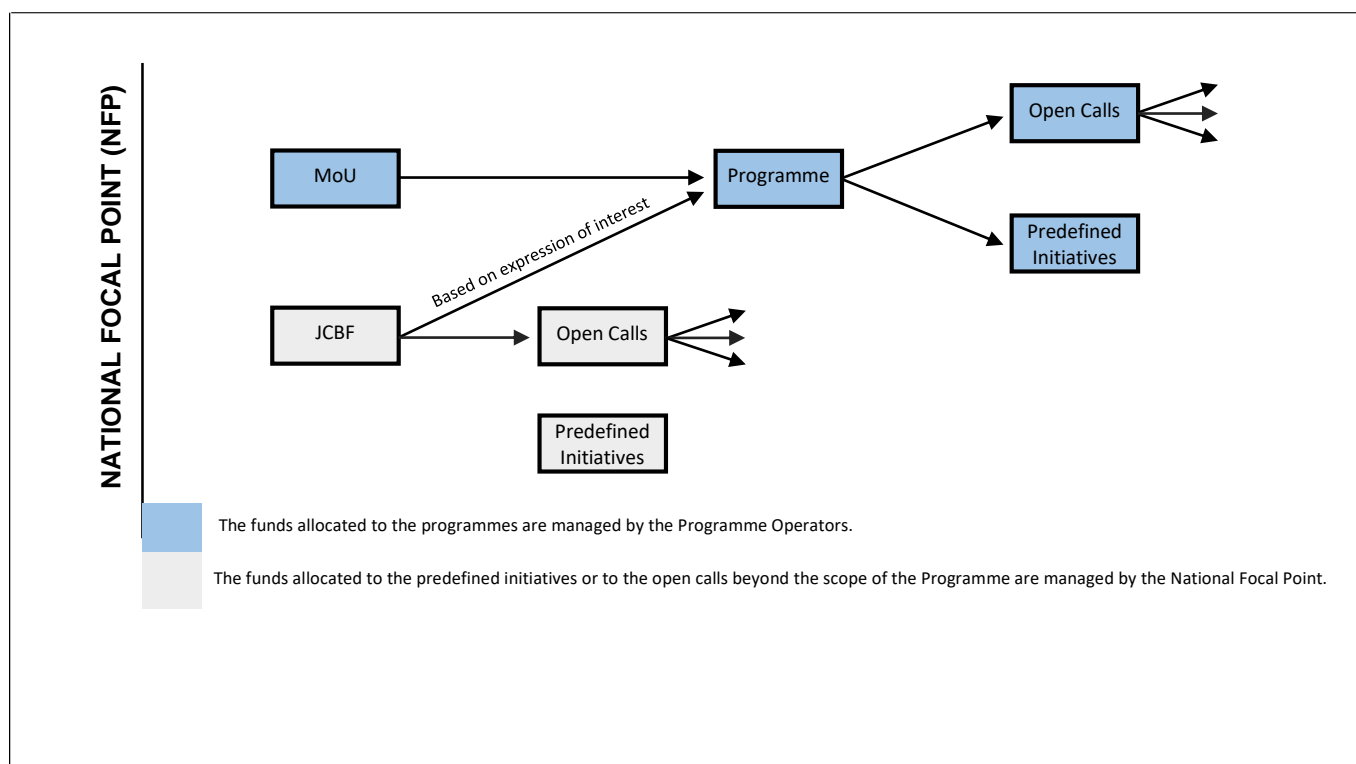
Of the 2.054.000€ allocated by Portugal to the FBR, 500.000€ were made available directly to the Programme Operators of the EEAFM through the MoU, with the remaining amount being managed by the NFP. This way, the financial distribution of the allocated amounts can be done as follows:

- a) The 500.000€ provided to the Programme Operators are intended to strengthen bilateral relations within the scope of its activities and can be used:
  - i. Directly by Programme Operators through the implementation of predefined bilateral initiatives;
  - ii. In the funding of initiatives of bilateral interest, developed by other entities within the scope of the EEAFM 2014-2021 Programmes, to be assigned by the respective Programme Operators through open calls.

Each Programme Operator received an extraordinary advance payment of 50.000€ from the Financial Mechanism Office (FMO) to cover the costs of the bilateral initiatives undertaken in the development of the respective Programmes. This advance payment is considered part of the 500.000€ allocated to the Programmes through the MoU.

**Art. 4.6.3 of the Regulation**  
Advance payment

- b) The remaining 1.554.000€ allocated to the FBR are managed by the NFP, as defined by the JCBF. This amount aims to support initiatives of bilateral interest, beyond the scope of the Programmes, to be implemented through:
- i. Predefined initiatives;
  - ii. Open calls to select initiatives.



#### 4.1 – Allocation of the FBR by the Programme Operators

As a beneficiary, the Programme Operator may use the FBR funding in bilateral initiatives throughout the programme implementation period, either through its own initiatives or through open calls.

The decisions on the management and use of the amount allocated to Programmes implemented in cooperation with the DPP are taken by consensus between the respective Programme Operator and the DPP in the Cooperation Committee, pursuant to point 3.4 of the Bilateral Guideline.

The Programme Operator may also request **additional allocations** and must submit the information, regarding the use of the requested amount, to the NFP, as well as the information about the results it intends to achieve. This request is subject to the JCBF's approval.

To request an additional allocation, an **expression of interest** must be used, according to the model defined in Annex 4 of the Bilateral Guideline.

The attribution of additional allocations depends on the verification and validation by the NFP of a **minimum of 70%** of the eligible expenses communicated by the Programme Operator, regarding the amounts already received by the Programme Operator.

## **4.2 – Bilateral Initiatives funded by the NFP**

The amount of the FBR to be implemented by the NFP is used in the execution of bilateral initiatives selected through open calls or predefined initiatives.

### **4.2.1 – Application selection process**

The selection process is done through open calls and the decision, of the approval or the rejection of the applications, will be made by the NFP based on the recommendations of the JCBF.

#### **Open Calls Notices**

The applications to the FBR are submitted following an open call notice published on the EEA Grants national website. Whenever possible, it will also be posted on the EEA Grants international websites, the Norwegian Embassy in Lisbon, the Portuguese Embassy in Norway and the Programme Operators and other relevant sites that are appropriate to reach the target audience, as well as through the media considered relevant for greater dissemination to the public.

#### ***Art. 7.3 of the Regulation*** *Open calls notices*

*The open calls notices will be available in Portuguese and English.*

The open call notices specify the terms under which it will take place, namely:

- a) The object and purpose of the support to be granted;
- b) The priority area of the bilateral relations for the submission of applications, if applicable;
- c) The total amount available under the open call;
- d) The minimum and maximum amount of financial support to be granted to each approved initiative;



- e) The maximum funding rate to be allocated;
- f) The eligible applicants and partners for the granted support;
- g) Restrictions, limitations and/or exclusions to which the applicants and partners are subject to;
- h) The nature of the eligible expenditure;
- i) The date of eligibility of the expenditure;
- j) The selection criteria;
- k) The process of selection and decision-making;
- l) Financial support payment conditions;
- m) Communication and advertising requirements;
- n) Formalization of applications, namely the identification and way of accessing the required application form and annexes, number of copies and versions (PT/EN) to be sent;
- o) The deadline for the submission of applications;
- p) Indication of the address/email to send the applications;
- q) Additional information such as links and/or relevant documents supporting the applications;
- r) Contact for clarification of doubts.

### **Applications Submission**

The formalization of the application is made by sending the **application form** (Annex VIII), available on the website [www.eeagrants.gov.pt](http://www.eeagrants.gov.pt), accompanied by the required documentation, until the deadline set forth in the open call notice.

The application must be submitted in English; however, applicants may choose to submit it in Portuguese and English. If the originals of the administrative documents attached to the form are in Portuguese, their translation will not be required.

Only applications submitted to the following email will be accepted:

[bilateralrelations@eeagrants.gov.pt](mailto:bilateralrelations@eeagrants.gov.pt)

*Each entity can submit an application for more than one bilateral initiative and the support can be granted for more than one initiative of the same Promoter, with no other limitation than the merit of the application.*

### **Decision-Making Process**

Following the reception of applications, the NFP will carry out a formal evaluation of the applications, which will focus on the following elements:

- a) Compliance with deadlines and the submission method required for the application;
- b) Compliance with filling the form;
- c) Eligibility of the Promoter and partners;
- d) Eligibility of the period of implementation of the initiative;
- e) Eligibility of the activities expected in the initiative;

- f) Financial plan/budget and eligibility of the proposed categories;
- g) Compliance of the media to be used for the dissemination of the initiative taking into account the dissemination obligations set out in the EEA FM 2014-2021 Regulation and in the "Communication and Design Manual - EEA Grants Portugal 2014-2021".
- h) Presentation of the documentation required in the open call notice and in its form.

If, following the formal evaluation of the applications, the absence of any element or the existence of any non-compliance is verified, the NFP notifies the respective entities to eliminate the detected deficiency within 10 working days, under penalty of immediate exclusion, without prejudice of holding a hearing of the interested parties under the terms of the Portuguese Code of Administrative Procedure (CPA).

The applicant entities are responsible for the truthfulness and authenticity of the submitted documents. At any time during the process of analysis of the application, if there are any doubts, complementary documentation may be required.

Upon completion of the formal evaluation of the application, the evaluation of the merit will be promoted, according to the procedures agreed by the JCBF, taking into account the selection criteria previously announced in the text of the open call notice.

The JCBF will recommend the entities application for approval or rejection, based on the evaluation carried out in accordance with the published criteria.

When the applications are approved, the JCBF may determine implementation conditions, which are subject to acceptance by the Promoter of the respective bilateral initiative.

The notification of the final decision shall be communicated by the NFP to the applicants within the deadline set out in their open call notice. In the case of excluded applications, the applicants will be given the possibility to comment, within 10 working days, under the CPA terms, in the interested parties hearing.

The list of the selected bilateral initiatives and their Promoters is published on the EEA Grants Portugal website following the signature of their respective Acceptance Agreement.

**The rules applicable to the open calls under the Programmes on scope of the FBR, are set by the Programme Operators.**

#### ***4.2.2 – Predefined Bilateral Initiatives***

The predefined initiatives, outside the scope of the Programmes, are agreed in the JCBF. These are initiatives whose implementation is justified by their unequivocal contribution to the strengthening of bilateral relations.

Once the bilateral initiative and its Promoter under the JCBF scope are identified, the Promoter sends to the NFP a detailed plan describing the following aspects:

- a) Summary of the bilateral initiative with reference to the objectives and expected results and impact;
- b) Description of the planned activities and respective timeline;
- c) Identification of the national and the Donor States partner entities and their participation in the initiative;
- d) Identification of the outputs, indicators and goals that contribute to the objectives of the initiative;
- e) Explanation of the contribution of the initiative to strengthen relations between entities in Portugal and Donor States;
- f) Measures to ensure the sustainability of bilateral collaboration and the possibility of future collaboration;
- g) Detailed budget by activity, month, and heading containing the explanation for the detailed values and the calculation base used;

Description of the information and communication activities.

This documentation is evaluated by the JCBF and, in case of agreement, the NFP contracts the funding under the approved terms and conditions.

## 5 – FUNDING CONDITIONS

The EEAFM 2014-2021 Regulation defines the eligible entities under the FBR, as well as the type of initiatives and expenses to be funded.

### 5.1 – Eligible Entities

Any public or private, commercial or non-commercial entities, including any civil society organizations such as non-governmental organizations, legally established in Portugal, may be eligible as **Promoter**. In duly justified cases and when it proves to be an advantage, an entity legally established in any of the Donor States may also be eligible as a Promoter, under the terms that are defined and approved by the JCBF.

***Art. 7.2 of the Regulation**  
Eligible entities*

Any public or private, commercial or non-commercial entities, including civil society organizations legally established in Portugal, in any of the Beneficiary States or Donor States, as well as any international organization or body or agency (e.g., the Council of Europe or the EU Fundamental Rights Agency – FRA) can be **partner entities**. The partner entities are organizations whose participation is necessary to achieve the objectives of the bilateral initiative and that are actively involved in its preparation and implementation.

All partner entities must sign a **Partnership Agreement** regardless of whether or not their participation in the initiative is funded.

The bilateral initiatives have no limit to the number of partner entities involved, however, the **participation of at least one partner entity from the Donor States** is mandatory, regardless of the allocation of costs related to that partnership.

In order for the expenses of the national partner entities and/or the Donor States to be eligible, they must be duly budgeted and detailed in the respective Partnership Agreement. This Agreement shall include, at least, the following elements:

- a) Identification of the parties involved;
- b) Provisions on the roles and responsibilities of the parties;
- c) Description of the objectives and activities to be developed under the scope of the partnership;
- d) Definition of the funding rules and conditions, in particular the ones regarding the rules for reporting expenses and payment terms, if applicable;
- e) Identification of the monetary currency of the partnership and the rules regarding the danger of exchange rate fluctuations, when applicable;
- f) Detailed budget, including the expenses to be assumed by each partner, and their payment plan;
- g) Conflict resolution system.

The Partnership Agreement must be written in English, and the model attached to this manual (Annex IX) may be used as reference.

The Promoter shall submit this Agreement to the NFP together with the Acceptance Agreement duly signed, as established in section 6.1 of this Manual.

The entities that provide services or goods to the Promoter of the bilateral initiative in exchange of a remuneration are not eligible as partner entities. These entities are considered as suppliers and the eligibility of their expenditure depends on the essentiality of the supply for the objectives of the bilateral initiative in question, as well as its regularity and compliance with the applicable legislation, in particular with regard to public procurement.

## 5.2 – Eligible Initiatives

All initiatives which clearly contribute to the strengthening of bilateral relations are eligible:

- a) Search for project partners before or during the preparation of an application and the development of these partnerships;
- b) Networking, exchange<sup>1</sup>, sharing and transfer of knowledge, technology, share of best practices, etc., between Portuguese and Donor States entities and/or international organizations;
- c) Initiatives destined to strengthen cooperation and the exchange<sup>1</sup> of experiences and best practices between the Programme Operators and similar entities in Portugal and Donor States, as well as international organizations.

### *Eligible initiatives*

- Matchmaking events;
- Technical cooperation and exchange of experts;
- Training initiatives;
- Workshops and seminars on topics of common interest;
- Field visits;
- Collection of data, reports, studies and publications;
- Campaigns, exhibitions and promotional material.

## 5.3 – Eligible Expenditure

An expenditure is considered to be incurred after the delivered goods or rendered services are billed and paid.

The fact that an expenditure is provided for in the approved budget of the bilateral initiative does not, by itself, guarantee its eligibility. In order to be eligible, it is necessary that such expenditure meets all the eligibility criteria and that its implementation is demonstrated through payment receipts.

### **General Principles for the Eligibility of Expenditure**

- a) Expenditure actually incurred and paid, by the Promoter or its eligible partners, within the eligibility period;

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<sup>1</sup> As defined in the Core Indicators the duration should be longer than five working days to be considered as an “exchange”.

- b) Expenditure directly related to the initiative and duly detailed in its budget;
- c) Expenditure proportionate to the nature, size and complexity of the initiative and strictly necessary for its implementation;
- d) Expenses that are strictly necessary for the execution of the components/actions that are part of the approved initiative and whose sole purpose is to contribute to achieve the objectives of the initiative, respecting the principles of economy, efficiency and effectiveness;
- e) Identifiable and verifiable expenditure through its accounting record and in accordance with the applicable accounting standards and principles;
- f) Expenses that comply with the applicable Social Security and Taxes legislation.

#### ***Eligibility Period***

*For the expenses incurred in bilateral initiatives developed under the Programmes, the eligibility period must be defined by the Programme Operator in its funding conditions, provided that it falls within the period from **May 23<sup>d</sup> of 2017 to April 30<sup>th</sup> of 2025**.*

*In the case of the initiatives approved by the JCBF, beyond the programmes, the eligibility period is **defined in the Acceptance Agreement**, and cannot be eligible after April 30<sup>th</sup> of 2025.*

As to the **type of expenditure**, the expenses that comply with the public procurement rules established in point 5.5 of this Manual and that fall within the following direct costs are considered to be eligible:

#### a) Costs with travels directly related to the implementation of the initiatives

- i. Travel, accommodation and daily costs of participants in the initiative, if their participation is indispensable and in compliance with the rules and limitations established in section 5.4 of this Manual;
- ii. Transportation costs of the human resources assigned to the initiative, regarding their participation in partnership meetings or the implementation of the planned activities, excluding travels associated with internal meetings of the entities;
- iii. Travel costs of the human resources assigned to the initiative, using their own vehicle. These costs are calculated according to the public administration value/km reference and cannot be exceed. Regarding these travels, fuel costs are not reimbursed, but toll charges are accepted;
- iv. The daily allowances of the human resources assigned to the initiative, related to their participation in partnership meetings or to carry out the activities foreseen in the initiative, in accordance with point 5.4 of this Manual.

- b) Costs with consumables and other supplies as long as they are identifiable and effectively used in the implementation of the initiative (for example: pens, paper, USB pens, among others);
- c) Costs with the purchase of services for the implementation of the initiative;
  - i. Purchase of services that are essential to the implementation of the initiative (for example: printing services, catering services);
  - ii. Costs with the fees paid to the trainers that execute the initiative;
  - iii. Rental of spaces or goods strictly necessary for the implementation of the initiatives (for example: rental of venue for the event, rental of sound and audiovisual equipment);
- d) Costs arising directly from the requirements established in the contracting of the funding (for example: dissemination, translations, costs with certification of the foreign partners' expenditures).

As to **indirect costs** (consumption of electricity, water, communications, etc.) and the **human resources costs** resulting from the implementation of the initiatives funded by the FBR, these are, as a rule, not eligible. They may only be accepted in exceptional and duly substantiated cases.

**The eligibility rules apply to all costs of the initiative and not limited to the costs covered by the amount of the grant.**

## 5.4 – Travel Costs

As to travel costs of the participants in the bilateral initiatives, travel, accommodation and daily costs are paid on the following terms:

- a) Travels  
The round-trip travels made by participants in bilateral activities are eligible under the FBR scope, and the principles of proportionality and economic reasonableness must be respected. For this effect, the Promoter must choose economy class tickets or their equivalent.
- b) Daily Subsistence Allowances (Per Diem)  
The allowances for the staff of **foreign entities participating** in bilateral activities corresponds to the sum of the daily costs (meals, personal expenses, telephone, internet, etc.) and the cost of accommodation necessary and indispensable for their travel. This amount is defined in accordance with the table adopted by the European Commission on 03/17/2017 and its respective updates, which establishes the following daily amounts to travel to Portugal:

Daily Cost	Accommodation	“Per Diem” Total
84,00€	120,00€	<b>204,00€</b>

In order to calculate the amount corresponding to the daily costs, the duration of the stay in Portugal is accounted for by the number of actual days in which the participant was evidently present in the bilateral initiative.

For example:

A participant from a foreign entity travels to Portugal to take part in an initiative and this trip lasts for 3 days and 2 nights.

1 – The total amount payable by Per Diem is 492,00€:

Daily Cost	Accommodation	Total
84,00€ x 3 = 252,00€	120,00€ x 2 = 240,00€	252,00€ + 240,00€ = 492,00€

2 – If the participating entity chooses to assume the real accommodation costs, only the amount related to the daily costs is paid, that is, 252,00€.

3 – If the participating entity chooses to assume the daily costs, only the amount regarding the accommodation is paid, that is, 240,00€.

In the case of **travels abroad of Portuguese entities**, is applied the legal regime for the payment of allowances and expenses for public administration workers, established in [Decree Law 106/98, of April 24<sup>th</sup>](#), with its respective updates.

### **Travel Funding through Lump Sum**

Under the terms and for the purposes set forth in Article 8.8.2 of the EEA FM 2014-2021 Regulation, travel and allowance costs may correspond to a lump sum.

Travel costs and allowances can be calculated as a lump sum corresponding to 600€ per participant of the entities from the Donor States at events in Portugal and participants from Portugal at events in the Donor States. For entities based in the Autonomous Regions of the Azores and Madeira, when participating in events held in mainland Portugal, a lump sum of 250€ per participant can be calculated, adding to the lump sum that takes place if it involves participation in events held in the Donor States.



On a recommendation from the JCBF, the lump sum amounts for travel costs and allowances may be set in other fixed amounts provided that the principle of proportionality is respected and taking into account the type of Bilateral Initiative and the entities involved.

The use of the calculation of travel costs and allowances through lump sum shall be eligible as long as it is provided in the Acceptance Agreement and under the conditions therein.

In the verification of lump sum-based expenses, the proof of expenditure is limited to the evidence of the relevant units<sup>2</sup>, and there is no need to justify the actual costs with proof of expenditure (for example, travel agency invoices). However, so that these calculated costs can be eligible, there must be evidence of travel and participation in the initiative (for example, list of participants in a conference).

### **Travel Funding through Unit Costs**

As an alternative to the payment of travel expenses described above, and if this proves to be an advantage for the successful implementation of the bilateral initiative, it is possible to use funding through unit costs. This option may occur by initiative of the Promoter or the NFP and must be included in its budget.

*Art. 8.4 of the Regulation  
Unit Costs*

For the adoption of this method of funding, the eligible costs shall be calculated on the basis of a pre-established fixed amount, in accordance with predefined conditions for the initiative to be carried out, having regard to the principle of proportionality.

Once the fixed amount has been established for a particular initiative, **it cannot be changed** during or after the initiative to compensate a raise in the actual costs or under-utilization of the available budget.

Under the FBR scope, **this option is only valid for funding travels, accommodation and allowances**, and provided that it is established in the Acceptance Agreement of its bilateral initiative, referring to the calculation method used.

The calculation of the fixed amount to be funded is subject to the following conditions:

a) **Maximum amount for travels**

The amount of funding for the round trip is calculated based on a simple distance. In order to determine the distance between the points of origin and destination, the European Commission's "distance calculator" for Erasmus Plus will be used, which is available at [https://ec.europa.eu/programmes/erasmus-plus/resources/distance-calculator\\_pt](https://ec.europa.eu/programmes/erasmus-plus/resources/distance-calculator_pt).

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<sup>2</sup> The "relevant units" are provided for in article 8.12.7 of the EEAFM 2014-2021 Regulation. As relevant unit we mean, for example, the proof of the number of effective participations in the initiative.

The amount to be established for each travel (round trip) has as maximum limit the following values:

Eligible Costs		Amount	Allocation Rule
Travel	Contribution to the travel expenses of participants from their place of origin to the place of activity and return.	For distances between 100 and 499 kms: 180€ per participant.	Based on the distance covered by the participant.
		For distances between 500 and 1999 kms: 275€ per participant.	The travel distances will have to be calculated using the " <b>distance calculator</b> " provided by the European Commission for Erasmus + The applicant must indicate the distance of a one-way trip for the calculation of the amount of funding that will support the round trip.
		For distances between 2000 and 2999 kms: 360€ per participant.	
		For distances between 3000 and 3999 kms: 530€ per participant.	
		For distances between 4000 and 7999 kms: 820€ per participant.	

For example:

According to the "distance calculator", the distance between Oslo airport and Lisbon airport is 2768.75 kms.

For a participant who travels from Oslo to Lisbon, the maximum funding allowed is € 360,00. This value includes the round trip.

b) Maximum amount for allowances (Per Diem)

The amount of funding for accommodation and allowances shall be limited to the values set out in the table of allowances adopted by the European Commission on 17/03/2017 and their updates as described above.

The JCBF may exceptionally define a funding value above these limits, but that value must be validated by the FMO.

**In the case of initiatives funded through the Programmes, it is the responsibility of the Programme Operators to define the rules for the use of simplified costs to fund travels, accommodation and allowances for foreign participants.**

## 5.5 – Public Procurement

The execution of expenses under the FBR is subject to the compliance with the national and European law regarding public procurement, at the level of the Promoter and the partners, and therefore the rules of the Public Contracts Code (PCC), [Decree-Law no. 111-B/2017, of August 31st](#) and subsequent amendments, to the acquisition of goods and services provided under this scope.

The PCC defines the type of procedure to be adopted according to the amounts foreseen for each acquisition made. Although it stipulates that **prior consultation** only applies to acquisitions above 5.000€, for transparency purposes, it should apply to all purchases of goods and services carried out under bilateral initiatives. In other words, whenever possible, in direct contracting acquisitions, the Promoter must consult with at least three entities of its choice in order to comply with the best economic practices and allow a full and fair competition between potential suppliers. If there is more than one acquisition for the same supplier and with the same object, the calculation of the legal limit mentioned above must be respected for the sum of the acquisitions.

**Art. 8.15 of the Regulation**  
*Public Procurement*

Failure to comply with the PCC rules renders the expenses subject to the PPC as not eligible for FBR funding.

## 5.6 – Excluded Costs

The following expenses are not eligible under the FBR scope:

- a) Interest and charges on debts and late payment charges;
- b) Costs related to bank commissions or other purely financial costs, except those related to financial services resulting from impositions of the FMC and/or the NFP;
- c) Provisions for losses or possible future liabilities;
- d) Exchange losses;
- e) Recoverable VAT;
- f) Costs covered by other sources of funding;
- g) Fines, penalties and legal expenses, as well as other costs associated with litigation, except where litigation is an integral and necessary component to achieve the initiative results;
- h) Excessive or unreasonable expenses.

**Art. 8.7 of the Regulation**  
*Non-Eligible Costs*

## 5.7 – State Aids

The NFP should ensure that the support granted under the FBR scope complies with the applicable rules on State Aid of the European Union.

In particular, under the implementation of the FBR, it is relevant the Regulation of the European Commission (EC) No. 1407/2013 on the application of Articles 107 and 108 of the Treaty on the

Functioning of the European Union to De Minimis aids<sup>3</sup>. This Regulation allows a company to receive up to 200.000€ of *de minimis* aids over a period of three consecutive fiscal years.

In order to confirm the possibility of granting financial support under the FBR scope, the NFP is an accredited entity before the Public Procurement and State Aid Department of the Cohesion and Development Agency P.I. (Agency), the authority responsible in Portugal for the definition and management of the *de minimis* central registry under Decree-Law no. 140/2013, of October 18<sup>th</sup>, and the control of accumulation of financial benefits.

Any *de minimis* aid that may be granted under the FBR scope will be registered by the NFP in the aforementioned central registry managed by the Agency where the NFP will be able to:

- a) Check if a Tax Identification Number has registered state aid in the central registry (amounts, dates, among other data);
- b) Check whether this Tax Identification Number has an available ceiling to register new *de minimis* support or not;
- c) Register *de minimis* aids which do not exceed the limits, i.e. 200.000€ for 3 fiscal years for each company/by Member State.

Bearing in mind that some beneficiaries of the FBR may be entities from Donor States or other Beneficiary States of the European Union, the NFP will only register the support granted to the Portuguese beneficiaries, and each non-national entity must ensure compliance with the rules applicable in the respective country.

The Regulation (EU) No. 1407/2013 introduced the concept of single company and it is mandatory for the company that benefits from the aid to declare whether it is a single company or an independent company using the declaration model that corresponds to its situation (Annexes VI or VII). For that purpose, only the associated companies which are based in Portugal are relevant, since the *de minimis* aids limits that a single company can receive is established by each Member-State.

For any doubts about the *de minimis* aids you can contact the Public Procurement and State Aid Department of the Agency using the following email address:

[minimis@adcoesao.pt](mailto:minimis@adcoesao.pt) or by phone to [\(+351\) 21 881 40 00](tel:+351218814000).

## 6 – EXECUTION AND PAYMENT

The implementation of the bilateral initiatives is subject to follow-up and monitoring by the NFP, which verifies the fulfillment of the pre-established conditions in the contract and the validity of the reported expenses. The payment of the approved funding depends on the compliance with the above conditions.

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<sup>3</sup> Published in the Official Journal of the European Union L 352 de 24/12/2013

## 6.1 – Acceptance Agreement

The funding of the bilateral initiatives is contracted by signing an **Acceptance Agreement** drafted according to the minutes attached to this Manual (Annexes I, II and III). This document must be signed, dated and stamped by the legal representatives of the Programme Operator or Promoter, within the deadline defined by the NFP.

The Acceptance Agreement establishes the conditions for granting the funding, namely:

- a) The scope of the support;
- b) Funding conditions;
- c) Eligible expenditure;
- d) Activities timeline;
- e) Granted amount;
- f) Co-financing rate;
- g) Payment method;
- h) Beneficiary's obligations;
- i) Situations of suspension and/or reimbursement of payment in case of non-compliance.

The transfer of funds is only made after the signature of the Acceptance Agreement, provided that the conditions defined therein are met. It is also necessary to submit the previous declaration of non-debt to the Social Security, the certified and regularized situation with the Tax Authority and the proof of ownership of the Promoter's IBAN.

After the signature of the Acceptance Agreement, the Promoter must initiate the execution of the initiative within 90 days, under penalty of revocation of the support and return of any amount received, except in cases in which the Promoter has timely requested the extension of this term or that another timeline has been stipulated in the Acceptance Agreement.

If any bilateral initiative exceptionally generates revenue, this revenue must be previously identified and taken into account in the calculation of the allocated funding, and this amount should be reused within the initiative. If the revenue is not initially foreseen in the approved budget, the necessary adjustments should be made to the amount of the funding when the final payment is transferred.

## 6.2 – Initiative's File

The Promoters of the initiatives funded by the FBR must have a physical and updated dossier with all the information and documentation related to their initiative. That file shall consist of the originals of the following documents:

- a) Applications form and its annexes;
- b) Communication of the decision of the funding approval;
- c) Acceptance Agreement;
- d) Partnership Agreement;
- e) Changes to the Acceptance Agreement and/or to the Partnership Agreement, if applicable;
- f) Certificates of the VAT rates applicable to the entities involved in the initiative;
- g) Declaration of non-debt to Social Security;
- h) Certificate of regularized situation with the Tax Authority;
- i) Documents proving the application of the legal framework of public procurement in the acquisition of goods and services carried out in the implementation of the initiative;
- j) Proof of expenditure documents (invoices, receipts and/or other equivalent documents);
- k) Proof of bank transfers made under the partnerships;
- l) Interim and final reports of the initiative forwarded to the NFP;
- m) Proof of the occurrence of the activities (minutes, attendance sheets, photos, newspaper articles, among others);
- n) Proof of advertisement for the initiative (photos of materials produced with the EEA Grants logo, posters, flyers, among others);
- o) Documentation on the verifications and audits carried out on the initiative.

When it is not possible to include in the file of the initiative the original documents mentioned above, they should be replaced by copies containing the exact indication of the location of the original documents.

All elements must be available for consultation and may be requested at any time by the entities responsible for verification, certification and/or audit under the FBR scope. If the file is not up to date, the NFP may suspend payments until the Promoter properly updates it.

The lack of cooperation or refusal of access to these elements by the Promoter or the partner entities may lead to the cancellation of the funding and to the refund of all amounts already transferred.

This file must be kept, at least, **until December 31<sup>st</sup> of 2028**.

### **6.3 – Management Verification**

The verification of the payment requests concerns the formal, strict, temporal and normative eligibility of all expenditure declared in the reports submitted by the Promoters.

This verification may be carried out through administrative verifications and on-the-spot verifications, and proof of expenditure may be requested through sample.

It is the responsibility of the NFP to carry out the management verifications:

- a) To the Promoters of bilateral initiatives directly supported by the NFP (predefined initiatives and initiatives selected through open calls);
- b) To the Programme Operators as beneficiaries of the FBR.

The management checks on the bilateral initiatives approved under the Programmes scope is responsibility of the respective Programme Operators, and it is the NFP's responsibility to verify the regularity of the payments made by the Programme Operators to its Promoters. All the verifications have to be documented using checklists.

The expenses incurred are subject to **certification**, so proof of the payments reported may also be requested by the Certifying Authority.

### **6.3.1 – Report of physical and financial execution**

The Promoters must provide the NFP with information on the implementation of their initiatives:

a) Interim report

When the bilateral initiatives have a budget of more than 30.000€ and/or a duration of more than 12 months, the Promoters send to the NFP an interim report summarizing the activities already carried out and the expenses incurred. For the purpose, the Promoters must submit The activities report attached to this Manual (Annex X still in progress) and the "FBR\_Promoter Expenditure Presentation Form" (Annex IV);

b) Final balance

Regardless of the delivery of interim reports, all the Promoters must provide the NFP with information on the completion of the initiatives carried out by sending a report which should include:

- i. Detailed description of the initiative, namely:
    - Summary of carried out activities;
    - Information on the involvement of partners, in particular with regard to Donor States partners;
    - Information regarding participants in the initiative;
  - ii. Achieved results, namely:
    - Evaluation of the results of the initiative;
    - Evaluation of the sustainability of the partnership;
    - Perspective of future collaboration/partnerships with other entities;
  - iii. Description of costs and assessment of financial impact;
  - iv. Description of the contribution of the initiative to achieve the general objectives of the EEA Grants;
- Information and communication activities.

These reports serve as a basis for the management verifications to be carried out by the NFP and must follow the Promoter's payment requests.

### **6.3.2 – Administrative Verifications**

The administrative verifications checks the "FBR\_Promoter Expenditure Presentation Form" sent by the Promoters, or the "FBR\_ PO Semiannual Report Form" (Annex V) in the case of Programme Operators, and performs the following validation:

- a) The eligibility compliance of the expenditure with the rules of the EEAFM 2014-2021 Regulation and other applicable legislation;
- b) That the expenditure matches the approved initiative;
- c) The compliance of the expenditure with the FBR rules, namely the costs with the Donor States partners and with the approved grant rate;
- d) The legal compliance of the proof of expenditure documents and the existence of an adequate audit trail;
- e) The compliance with the EEAFM 2014-2021 Regulation and the "Communication and Design Manual - EEA Grants Portugal 2014-2021" regarding information and advertisement;
- f) The compliance of the reimbursement request and the justification of the advance payment.

As for the validation of the compliance of the proof of expenditure documents mentioned in point (d), a sample of at least 30 documents shall be checked. If the total number of expenditure documents is lower, the totality of the documents will be checked.

The result of the verification made on each payment request will identify the amount of expenditure submitted by the beneficiary, the amount of expenditure considered eligible after verification, the amount and typology of non-eligible expenditure and the amount of the payment to be made.

### **6.3.3 – On-the-spot Verifications**

The on-the-spot verification shall cover at least 20% of the total expenditure that is actually certified. This verification is done to monitor the implementation of the initiative, namely the provision of the product/service in accordance with the terms and conditions of the contract, the regularity and legality of the expenditure, the evidence of compliance with the information and advertisement rules, through the collection of additional elements proving the actual physical and financial execution of the project. The Promoters are notified in a timely manner:

- a) Of the date of its performance;
- b) Of the documents to be made available,



- c) Of the personnel who must be present to provide the necessary clarifications (i.e., initiative manager, responsible for the finance department, etc.).

The report resulting from each on-the-spot verification will identify the scope of the verification carried out, the technical impact, as well as the quantification of any non-eligible expenditure.

## **6.4 – Payments**

The payment conditions are defined in the **Acceptance Agreement** and the transfer of funds to cover the expenses incurred within the FBR can only begin after the signature of this agreement, and provided that the conditions defined therein are fulfilled.

### **6.4.1 – Bank account**

The Promoter must identify a bank account through which all the financial movements of the initiative funded by the FBR are carried out. This is the account where the funded amount is transferred to, and it is also through this account that the Promoter must pay all the expenses of the funded initiatives.

The Promoter must submit to the NFP the document certifying the ownership of the IBAN.

### **6.4.2 – Payments**

For bilateral initiatives with funding of up to 15.000€ and implementation period up to 12 months until 12 months, the payment of the support is made as follows:

- a) 60% of advanced payment;
- b) 40% after clearance of the final balance.

For bilateral initiatives with more than 15.000€ of funding and/or implementation period longer than 12 months, the payment of the support is made as follows:

- c) 40% of advanced payment;
- a) 40% of interim payment;
- b) 20% after clearance of the final balance.

In exceptional cases, the JCBF may agree on another payment plan.

For each payment request, the Promoter must submit the non-debt statement to the Social Security and the certified and regularized situation with the Tax Authority.

For reimbursement requests relating to **costs incurred by the partner entities** under a partnership agreement scope, the respective amounts are included in the payment requests submitted by the Promoter. The Promoter is responsible for paying the partners in accordance with the rules set out in the Partnership Agreement.

**Art. 8.12 of the Regulation**  
*Proof of Expenditure*

*In the case of partner entities based outside of Portugal, the Promoter may choose to send the proof of expenditure in the form of an English report prepared by a certified auditor.*

The Promoter and the partner entities have the responsibility to keep records and proof of bank transfers made under the implementation scope of the Partnership Agreement.

As for the **payment of the final balance**, a final report must be submitted to the NFP within 60 days after the date of completion of the respective bilateral initiative along with the final report. Its payment will only be made after the verification of the expenditure and that all the activities foreseen in the initiative have been completed and that the objectives set forth in the Acceptance Agreement have been reached.

As for the bilateral expenditure incurred directly by the Programme Operators, these must be reported periodically by the NFP to the Certifying Authority. To do so, the Programme Operators must report these expenses to the NFP, through the attached "FBR\_ OP Semiannual Report Form", after the end of the semester in which they were incurred, with the deadline by January 15<sup>th</sup> and by July 1<sup>st</sup> of each year.

## **6.5 – Monitoring and Audits**

The implementation of the bilateral initiatives is regularly and continuously monitored by the NFP in order to monitor its progress and the achievement of the agreed objectives and goals.

These procedures include:

- a) Monitoring the compliance with the legal framework of the EEA FM 2014-2021;
- b) Monitoring the progress and quality of the implementation of bilateral initiatives;
- c) Risk assessment and monitoring.

In addition to the analysis of the reports regularly submitted by the Programme Operators and Promoters, the NFP will also hold follow-up meetings.

The Programme Operators and Promoters of the bilateral initiatives are subject to audits by the Audit Authority, the Certifying Authority, the FMO and/or the EFTA Board of Auditors.

Evidence of the reported expenditure must be presented during the audit. The proof of expenditure documents must allow reconciliation with the reported amounts, confirm the legality and regularity of the eligible expenditure and ensure an adequate audit trail.

## **6.6 – Modifications of the approved Initiative**

In duly justified cases, the NFP may accept modifications to the bilateral initiative, after signing the respective Acceptance Agreement, provided that this modification does not imply an increase in the amount to be funded and/or the respective funding rate.

The requests for modification are formalized by sending a written document to the NFP with detailed information justifying the need for the amendment.

As for substantial modifications, these requests are appraised by the JCBF and the respective decision is notified by the NFP via email.

Substantial changes are, for example, changes in more than 10% of the budgeted headings, changes in the proposed results, among others.

If the modification is accepted, it must be reflected in the Acceptance Agreement through an addendum.

## **6.7 – Irregularities**

The NFP records all situations likely to fall within the concept of irregularities, detected by the NFP itself, communicated by the Promoters or as result of complaints received (through Regularity Alert or other means) and reports them to the Irregularities Authority (General Inspectorate of Finance), in accordance with the provisions of Article 12.2 of the EEAFM 2014-2021 Regulation. If these situations fall under the Article 12.5 of the Regulation, they will be reported by the Irregularities Authority to the FMO.

***Chapter 12 of the Regulation**  
Irregularities*

**The amounts that have already been paid by the FBR but are considered non-eligible following an audit will have to be returned by the Promoter or the Programme Operator to the NFP. These**

**amounts are subtracted from the value of the funding and cannot be replaced by other eligible expenses within the same bilateral initiative or the same Programme.**

Depending on the severity of the detected irregularities, the NFP may **cancel the grant to the initiative**. Without prejudice to the causes of the unilateral resolution provided for in the applicable legislation, the cancellation of the funding may occur in case of:

- a) Failure to comply with the obligations stipulated in the Acceptance Agreement and/or Partnership Agreement, by the Promoter or its partners;
- b) False information about the Promoter or partners, or the adulteration of data in the submission, evaluation or monitoring.

In case of cancellation of the funding, the Promoter is obliged to reimburse all amounts already received plus interest at the legal rate in force, within a maximum period of 30 days after the notification of the NFP. After this period, if the voluntary return of these amounts has not been made, the coercive recovery procedure will be carried out by the competent services of the Certifying Authority.

## **7 – COMMUNICATION**

For the present financial mechanism, of which the FBR is a part of, the communication area is extremely important.

The dissemination of the initiatives to the public is as relevant as the initiatives developed under the FBR. At the same time, it is also essential to disseminate the contribution of the EEA Grants to the implementation of these initiatives, with a special focus on the role of the bilateral relations and of the Donor States.

Therefore, the requirements and guidelines have been defined regarding the EEA Grants communication and the Promoters must follow them during the implementation of their initiatives. To this end, the NFP has produced a "**Communication and Design Manual - EEA Grants Portugal 2014-2021**" which is available at the EEA Grants Portugal website: [www.eeagrants.gov.pt](http://www.eeagrants.gov.pt).

All the initiatives funded by the FBR are advertised on the EEA Grants Portugal website, whereby the NFP reserves the right to use all or part of these contents in its communication actions.

## 8 – GLOSSARY

<b>Acceptance Agreement</b>	Document, signed by the Promoters of the bilateral initiatives, that establishes the conditions for granting the funding of these initiatives.
<b>Audit Authority (IGF)</b>	National public entity (General Inspectorate of Finance) functionally independent of the National Focal Point, Audit Authority and Programme Operators designated by Portugal as Beneficiary State, responsible for verifying the effective fulfillment of the previously approved Management and Control Systems.
<b>Beneficiary States</b>	The 15 Member States of the European Union with the greatest deviations from the European average GDP per capita, including Portugal, eligible as beneficiaries of the European Economic Area Financial Mechanism.
<b>Bilateral Initiative</b>	Initiative consisting of one or several activities, implemented in partnership with the Donor States entities, which clearly contribute to the strengthening of the bilateral relations.
<b>Certifying Authority (ADC)</b>	National public entity (Cohesion and Development Agency P.I.) functionally independent of the National Focal Point, Audit Authority and Programme Operators designated by Portugal as Beneficiary State, responsible for certifying financial reports.
<b>Description of the Management and Control Systems (DSGC)</b>	Description of the Management and Control Systems established between the National Focal Point, the Audit Authority and the Certifying Authority or established by each Programme Operator, which describes the organizational structure, procedures for analyzing expenditure, monitoring and reporting, certification and audits, etc.
<b>Donor Programme Partner (DPP)</b>	Public entity of a Donor State designated by the FMC to assist in the preparation and implementation of a Programme agreed upon in the MoU.
<b>Donor States</b>	Iceland, Liechtenstein and Norway, EFTA countries that signed the Treaty of Accession to the European Economic Area and that contribute to the EEAFM funding.
<b>EEAFM 2014-2021 Legal Framework</b>	Composed by the EEAFM 2014-2021 Regulation, the Protocol 38C of the European Economic Area Agreement, the Memorandum of

Understanding, Programme agreements and the Guidelines adopted by the FMC.

<b>Eligible Expenditure</b>	Expenditure identified and clearly associated with the completion of an activity, the nature and date of which comply with the EEAFM 2014-2021 legal framework, as well as other applicable national and community rules.
<b>European Economic Area Financial Mechanism (EEAFM)</b>	Financial Mechanism established under the European Economic Area Agreement scope in which the Donor States finance, in 15 Beneficiary States, initiatives and projects in several programmatic areas, in order to reduce economic and social disparities and strengthen the bilateral relations between Donor States and Beneficiary States.
<b>Expenditure Certification</b>	Formal procedure whereby the Certifying Authority declares to the FMO that the expenses submitted for reimbursement are eligible, that they are justified by invoices paid, or other accounting documents of equivalent probative value, or physical performance indicators in the case of simplified costs, and which were carried out within the scope of the activities duly approved for funding.
<b>Financial Mechanism Committee (FMC)</b>	Committee created by the Donor States to manage the European Economic Area Financial Mechanism, consisting of representatives of their respective Ministries of Foreign Affairs.
<b>Financial Mechanism Office (FMO)</b>	Office which assists the FMC in the management of the European Economic Area Financial Mechanism and acts as the contact point.
<b>Fund for Bilateral Relations (FBR)</b>	Fund with a minimum of 2% of the total allocation of the Beneficiary State, with the objective of strengthening bilateral relations between Donor States and the Beneficiary State, managed by the UNG as NFP.
<b>Fund for Bilateral Relations Agreement</b>	The FBR is governed by the Fund for Bilateral Relations Agreement signed between the FMC and the National Focal Point defining the scope and purpose of the Fund. The Agreement also describes the role, functioning and composition of the JCBF and the procedures and requirements for the Work Plan and the allocation of funds.
<b>Grant Rate</b>	Funding by the EEAFM 2014-2021 to the implementation of the approved programmes, projects and initiatives, corresponding to a percentage of the total eligible cost of the programmes.
<b>Irregularities Authority (IGF)</b>	National public entity (General Inspectorate of Finance) functionally independent of the National Focal Point, Certifying Authority and

	<p>Programme Operators, designated by Portugal as Beneficiary State, responsible for the registration and reporting of irregularities detected to the FMO.</p>
<b>Irregularity</b>	<p>An irregularity is a violation of the EEAFM 2014-2021 legal framework, and all other applicable legislation, namely, with regard to public procurement.</p>
<b>Joint Committee for Bilateral Funds (JCBF)</b>	<p>Committee established by the National Focal Point to discuss issues of bilateral interest to decide on the use of the fund for bilateral relations and to review progress in the implementation of the EEAFM 2014-2021 in order to achieve the objective of strengthening the bilateral relations between the Donor States and the Beneficiary States.</p>
<b>Memorandum of Understanding (MoU)</b>	<p>Document that defines the entities, the Programmes, the Donor States partners, the bilateral ambitions and the amounts of funding.</p>
<b>National Focal Point (NFP)</b>	<p>The national public entity (EEAFM National Management Unit) designated by the Beneficiary State with overall responsibility for meeting the objectives of the EEAFM 2014-2021 and for the implementation of the MoU.</p>
<b>National Management Unit (UNG)</b>	<p>Under the terms of the Resolution of the Council of Ministers no. 39/2017 of March 10<sup>th</sup>, rectified by the Declaration of Rectification no. 14 / 2017, of April 24<sup>th</sup>, the National Management Unit of the European Economic Area Financial Mechanism 2014-2021 is created and assumes the role of National Focal Point for the fulfillment of the duties defined in the respective Regulation of the EEAFM 2014-2021 and the Memorandum of Understanding.</p>
<b>Open Call Text</b>	<p>Notice of the opening of a call for the allocation of available funds for the funding of bilateral initiatives, including the conditions for granting funding, such as amounts, funding rates, deadlines for submission of proposals, selection criteria, etc.</p>
<b>Partner Entity of the Donor State</b>	<p>Involved entity with an effective contribution in the implementation of the bilateral initiative with its main location in one of the Donor States.</p>
<b>Partnership Agreement</b>	<p>Agreement between the Promoter of the initiative and the Partner of the Donor States for the development of the partnership, regulating the roles and responsibilities of the parties, as well as the budget and the expenditure allocated to the participation of the partners.</p>

<b>Programme</b>	Structure with the definition of a development strategy, with a coherent set of measures and indicators to be carried out through projects supported by the EEAFM 2014-2021, aimed at achieving the agreed objectives and results.
<b>Programme Operator (PO)</b>	Public or private entity appointed in the MoU, with responsibility for the preparation and implementation of the Programme.



## **9 - ANNEXES**

Annex I - Draft of the Term of Acceptance for Program Operators;

Annex II - Draft of the Term of Acceptance for Pre-defined Initiatives;

Annex III - Draft of the Term of Acceptance for Initiatives selected through Open Calls;

Annex IV - Draft of the Form of Presentation of Expenses FBR\_Promotor

Annex V - Draft of the Semiannual Reporting Form FBR\_OP

Annex VI - Single Company Declaration (only for portuguese companies)

Annex VII - Independent Company Declaration (only for portuguese companies)

Annex VIII – Application Form

Annex IX – Partnership Agreement Model

Annex X – Draft of the Activities Report (still in progress)

## ANNEX I

### EUROPEAN ECONOMIC AREA FINANCIAL MECHANISM 2014-2021

#### ACCEPTANCE AGREEMENT OF THE ALLOCATION OF FUNDING UNDER THE SCOPE OF THE FUND FOR BILATERAL RELATIONS AT A NATIONAL LEVEL

##### – PROGRAMME OPERATORS –

(Issued in Duplicate)

**Programme Operator:**

**Programme:**

1. As Programme Operator \_\_\_\_\_, \_\_\_\_\_, with head offices in \_\_\_\_\_, tax identification number \_\_\_\_\_, represented by \_\_\_\_\_, identification card number \_\_\_\_\_, tax identification number \_\_\_\_\_, which signs as \_\_\_\_\_ and in the use of the legal powers for this act, declares to be aware and accepts the allocation of the Fund for Bilateral Relations (FBR) for the amount of \_\_\_\_\_ euros as defined in the Memorandum of Understanding (MoU) regarding the implementation of the European Economic Area Financial Mechanism (EEAFM) 2014-2021, signed on May 22<sup>nd</sup>, 2017.
2. The Programme Operator declares to be aware of the EEAFM 2014-2021 legal framework and, in particular, the Regulation for the Implementation of EEAFM 2014-2021 hereinafter the Regulation).
3. The FBR financing is carried out by the National Focal Point (NFP) of the EEAFM 2014-2021 which acts as the managing entity of the FBR at a national level.
4. The amount allocated in the MoU will be transferred, by order of the NFP, by the General Secretariat of the Presidency of the Council of Ministers to the bank account indicated by the Programme Operator with the IBAN \_\_\_\_\_, after the signature and return of this Acceptance Agreement, along with a proof of the regularized situation with the Tax Authority and Social Security Authority and a proof of ownership of the IBAN referred to in this clause.
5. The advanced payment received by the Programme Operator directly from the Financial Mechanism Office (FMO) in the amount of 50,000 euros in compliance with the Article 4.6.4 of the Regulation is considered to be included in the allocation to the Programme defined in the MoU and referred to above in Clause 1.
6. The Programme Operator declares to be aware that it is subject to follow-up, monitoring, assessment and control of the correct execution and compliance with the obligations resulting from this Acceptance Agreement to be made by the NFP, by the General Inspectorate of Finance, as Audit Authority, by the Cohesion and Development Agency P.I., as Certifying Authority, by the FMO and by the EFTA Board of Auditors.
7. The Programme Operator is obliged to comply with all obligations under its responsibility as beneficiary of the FBR, in accordance with the Regulation, of the applicable legal provisions and what is stipulated in this Acceptance Agreement, namely:

- a) To maintain the access conditions valid at all times regarding the registration of the FBR support;
- b) To keep organized accounting, in accordance with the applicable accounting plan;
- c) To provide, within the established deadlines, all the elements requested by the entities with follow-up, monitoring, assessment and control competencies, under the EEAFM 2014-2021 scope, such as those stated in Clause 6;
- d) To ensure that the financial support from the FBR is used in strict compliance with the Regulation and applicable national and European Union law, in particular the provisions on public procurement and State Aid;
- e) For the purpose of expenditure verification, the Programme Operator must submit until January 15<sup>th</sup> and until July 1<sup>st</sup> of each year:
  - i. the presentation form of the eligible expenditure. The model will be available at [www.eeagrants.gov.pt](http://www.eeagrants.gov.pt);
  - ii. the proof of expenditure documents (invoices, contracts, etc.) and the ~~discharge~~ proof of payment of the expenses incurred directly by the Programme Operator, in digital format, attesting the amounts included in the presentation form of the eligible expenditure;
  - iii. the documents regarding the payments made by the Programme Operator to the selected beneficiaries (financing contracts, bank transfers, etc.);
  - iv. the description of the compliance with the applicable procedures regarding the public procurement and State Aid rules;
  - v. the report of the performed activities and the results achieved, highlighting the contribution to strengthen the bilateral relations between national entities and the donor countries;
  - vi. any other documentation that is required by the NFP and considered indispensable for the correct verification of expenditure.
- f) Immediately notify the NFP of any changes or occurrences that could jeopardize the requirements regarding the financial support by the FBR;
- g) To document the implementation of the bilateral activities and ensure that such documentation is organized and permanently available for consultation by the entities involved in the follow-up, monitoring, assessment and control process;
- h) To publicize in a visible way the financial support to the Bilateral Initiative by the EEA GRANTS through the appropriate means;
- i) To comply with the requirements and guidelines of the “Communication and Design Manual - EEA Grants Portugal 2014-2021”;
- j) To allow access to the premises where the elements and documents necessary for the follow-up, monitoring, assessment and control by the NFP and other entities referred to in Clause 6 are located, under penalty of revocation of the decision of financial support and reimbursement of the entire amount of the support;
- k) To submit to the NFP a final report showing the physical and financial execution of the Bilateral Initiatives, as well as the main results and their contribution to strengthen the

bilateral relations between the national entities and the donor country entities under the Programme;

- l) To store the documents regarding the financial support and implementation of the Bilateral Initiatives and keep them available, at least until December 31<sup>st</sup>, 2028.
8. In line with Article 1.5 of the Regulation, the EEAFM 2014-2021 legal framework applies to everything that is not stipulated in this Acceptance Agreement.
9. Failure to comply with any of the obligations set forth in this Acceptance Agreement entitles the NFP to suspend the payment.
10. In case of non-regularization of the default situation and in case of suspicion or existence of irregularities in the use of the FBR, the payment will be canceled, giving rise to the duty of refunding by the Programme Operator of the amounts received, plus default interest at the legal rate in force.

Signed in \_\_\_\_\_

The Programme Operator

\_\_\_\_\_  
(Signature and Stamp)

## ANNEX II

### EUROPEAN ECONOMIC AREA FINANCIAL MECHANISM 2014-2021

#### ACCEPTANCE AGREEMENT OF THE FUND FOR BILATERAL RELATIONS FINANCIAL SUPPORT APPROVAL AT A NATIONAL LEVEL – PREDEFINED INITIATIVE – (Issued in Duplicate)

**Number of the Bilateral Initiative:** FBR/

**Name of the Bilateral Initiative:**

**Promoter of the Bilateral Initiative:**

1. As part of the implementation of the predefined bilateral initiatives supported by the Fund for Bilateral Relations (FBR) of the European Economic Area Financial Mechanism 2014-2021 (EEAFM 2014-2021), the implementation of the referenced Bilateral Initiative is planned, according to the approval of the Joint Committee for Bilateral Funds (JCBF).
2. The Promoter of the Bilateral Initiative, \_\_\_\_\_, with head offices in \_\_\_\_\_, tax identification number \_\_\_\_\_, represented by \_\_\_\_\_, identification card number \_\_\_\_\_, tax identification number \_\_\_\_\_, which signs as \_\_\_\_\_ and in the use of the legal powers for this act, declares to be aware of the JCBF decision to support the referenced initiative by the National Focal Point (NFP), for which it presented a detailed plan and budget with the estimated total cost of \_\_\_\_\_ Euros (\_\_\_\_\_), as set forth in Annex 1 that is an integral part of this Acceptance Agreement, which were accepted in its precise terms by the JCBF.
3. The financial support is carried out by the NFP of the EEAFM 2014-2021 which acts as the managing entity of the FBR at a national level and corresponds to the financing of the eligible expenditure up to the maximum amount of the total budgeted cost presented by the Promoter of the Bilateral Initiative and approved by the JCBF, according to Annex 1, with the financing rate of \_\_\_\_%.
4. The Promoter of the Bilateral Initiative is obliged to implement the approved Bilateral Initiative in the exact terms included in Annex 1, being obliged to its full compliance.
5. The Programme Operator declares to be aware of the EEAFM 2014-2021 legal framework and, in particular, the Regulation for the Implementation of EEAFM 2014-2021 (Regulation), as well as the FBR Manual and the Communication and Design Manual – EEA Grants Portugal 2014-2021, available at [www.eeagrants.gov.pt](http://www.eeagrants.gov.pt).
6. The payment of the financial support will be made by an advanced payment of \_\_\_\_% of the approved budget, paid in accordance with Clause 7 below, [interim payment(s) of \_\_\_\_%] and a final payment up to \_\_\_\_% in accordance with Clause 8.
7. The amount of the advanced payment must be transferred by the General Secretariat of the Presidency of the Council of Ministers (SG PCM) to the bank account, indicated by the Promoter of the Bilateral Initiative, with the IBAN \_\_\_\_\_, by order of the NFP, upon receipt of this signed Acceptance Agreement, along with the Partnership Agreement(s), with proof of the regularized situation with the Tax Authority and Social Security and proof of ownership of the IBAN referred to in this Clause.

8. The payment of the remaining amounts shall be transferred by the SG PCM to the bank account indicated by the Promoter of the Bilateral Initiative after order from the NFP for that purpose, which shall take place after the verification of the expenditure presented, pursuant to paragraph h) of the Clause 13.
9. The Promoter of the Bilateral Initiative declares to be fully aware that the eligible expenditure of the Bilateral Initiative for the granting of non-refundable financial support are the expenses included in the plan and budget in Annex 1, which are included in the expenditure categories described in Article 8.8 of the Regulation and in accordance with the general principles of eligibility of the expenditure referred to in Article 8.2 of the Regulation and the FBR Manual.
10. The Promoter of the Bilateral Initiative declares to be fully aware that the initial date for the eligibility of expenditure is the date of the signature of this Acceptance Agreement and that the final date for eligibility of the expenditure corresponds to [define according to the plan of the Bilateral Initiative, but always before April 30<sup>th</sup>, 2025].
11. The Promoter of the Bilateral Initiative declares to be fully aware that the deadline for the material execution of the Bilateral Initiative is [date], in accordance with the presented Plan (**Annex 1**), and which is considered as the starting date of the Bilateral Initiative, the earliest date of the invoices proving its material execution, which cannot be prior to the date of the signature of this Acceptance Agreement.
12. The Promoter of the Bilateral Initiative is subject to follow-up, monitoring, assessment and control of the correct execution and compliance with the obligations resulting from this Acceptance Agreement. These verifications will be done by the NFP, by the General Inspectorate of Finance, as Audit Authority, by the Cohesion and Development Agency P.I., as Certifying Authority, by the Financial Mechanism Office (FMO) and by the EFTA Board of Auditors.
13. The Promoter of the Bilateral Initiative is obliged to comply with all the obligations under its responsibility as beneficiary entity, under penalty of revocation of the decision of financial support and reimbursement of all the amounts received, in accordance with the Regulation, with the applicable legal provisions, to what is stipulated in this Acceptance Agreement, namely:
  - a) To maintain the access conditions valid at all times regarding the registration of the approved financial support, including the maintenance of the regularized situation before the Tax Authority and Social Security, providing its evidence to the NFP whenever requested;
  - b) To ensure that the granted financial support is used in strict compliance with the applicable national and European Union law, in particular the provisions on public procurement, as well as the applicable EEA FM 2014-2021 legal framework;
  - c) To carry out the approved Bilateral Initiative as provided in this Acceptance Agreement, ensuring, with due diligence and under the conditions provided, the fulfillment of the respective objectives;
  - d) To submit proof of expenditure exclusively related to the approved Bilateral Initiative, in accordance with the provisions of paragraph h) below;
  - e) To provide, within the established deadlines, all the elements requested by the entities with follow-up, monitoring, assessment and control competencies under the EEA FM 2014-2021 scope, such as those indicated in Clause 12 of this Acceptance Agreement;

- f) Immediately notify the NFP of any changes or occurrences that could jeopardize the requirements regarding the financial support, as well as the implementation of the Bilateral Initiative in the approved terms;
- g) To keep organized accounting, in accordance with the applicable accounting plan;
- h) For the purpose of expenditure verification, the following must be submitted:
  - i. the presentation form of the eligible expenditure. The model will be available at [www.eeagrants.gov.pt](http://www.eeagrants.gov.pt);
  - ii. the copy of the proof of expenditure documents (invoices, bank transfers, etc.) and the proof of payment, in digital form, which prove the amounts included in the form for the presentation of eligible expenditure requested by the NFP;
  - iii. the description of compliance with the applicable procedures regarding public procurement and, where applicable, State Aid;
  - iv. the report of the performed activities and the results achieved, without prejudice of the reports developed under the terms of paragraph k) and the final report pursuant to paragraph o);
  - v. the proof of the regularized situation with the Tax Authority and Social Security;
  - vi. any other documentation that is required by the NFP and considered indispensable for the correct verification of the expenditure;
- i) To ensure that the expenditure submitted is not financed by another source without prejudice to the co-financing to which it is obliged to;
- j) To document the implementation of the Bilateral Initiative and ensure that this documentation is organized and permanently available for consultation by the entities involved in the follow-up, monitoring, assessment and control process;
- k) To submit a progress report of the Bilateral Initiative every six months from the date of signature of this Acceptance Agreement if, within the same period, the expenditure form has not been presented under the terms of paragraph h);
- l) To publicize in a visible way that the Bilateral Initiative is financed by the EEA Grants;
- m) To comply with the requirements and guidelines of the “Communication and Design Manual – EEA Grants Portugal 2014-2021”;
- n) To allow access to the premises where the elements and documents necessary for the follow-up, monitoring, assessment and control by the NFP and other entities referred to in Clause 6 are located;
- o) To submit to the NFP, along with the last request for payment and up to 30 days after the payment of the last expenses of the Bilateral Initiative presented, a final report evaluating the results achieved, showing the physical and financial execution of the initiative, as well as its contribution to strengthen the bilateral relations between the national entities and the donor countries entities;
- p) To store the documents regarding the financial support and implementation of the Bilateral Initiatives and keep them available, at least until December 31<sup>st</sup>, 2028.

14. As described in Article 1.5 of the Regulation, the EEAFM 2014-2021 legal framework applies to everything that is not stipulated in this Acceptance Agreement and in the FBR Manual.

15. Failure to comply with any of the obligations set forth in this Acceptance Agreement entitles the NFP to suspend the payment until the situation in question is regularized, which must happen within a maximum period of 15 working days from the date of the NFP notification.
16. In case of non-regularization of the non-compliance situation within the period stipulated in the previous paragraph and in case of suspicion or irregularities in the use of the financial support, all payments will be canceled resulting in the duty of refund by the Promoter of the Bilateral Initiative of the amounts received, plus default interest at the legal rate in force.
17. The non-compliance of the obligations defined in this Acceptance Agreement can cause the revocation of the NFP approval decision, voiding the Acceptance Agreement, without prejudice to the obligations that remain valid beyond the revocation, namely the refund obligation.
18. The Administrative and Fiscal Court of Lisbon has jurisdiction to settle any type of litigation between the contracting parties.

Signed in \_\_\_\_\_

---

(Signature and Stamp)



### ANNEX III

#### EUROPEAN ECONOMIC AREA FINANCIAL MECHANISM 2014-2021 ACCEPTANCE AGREEMENT OF THE FUND FOR BILATERAL RELATIONS FINANCIAL SUPPORT APPROVAL AT A NATIONAL LEVEL

– CALL#\_\_\_\_ –

(Issued in Duplicate)

**Number of the Bilateral Initiative:**

**Name of the Bilateral Initiative:**

**Promoter of the Bilateral Initiative:**

1. The Promoter of the Bilateral Initiative requested financial support following an open call for the submission of proposals supported by the Fund for Bilateral Relations (FBR) of the European Economic Area Financial Mechanism (EEAFM) 2014-2021, under the terms of the application and its annexes, included in **Annex 1** of this Acceptance Agreement.
2. The Promoter of the Bilateral Initiative, \_\_\_\_\_, with head offices in \_\_\_\_\_, tax identification number \_\_\_\_\_, represented by \_\_\_\_\_, identification card number \_\_\_\_\_, tax identification number \_\_\_\_\_, which signs as \_\_\_\_\_ and in the use of the legal powers for this act, declares that it accepts the decision of the National Focal Point (NFP) of the EEAFM 2014-2021, which acts as managing entity of the FBR at a national level, to approve the financial support up to the maximum amount of \_\_\_\_\_ euros, as recommended by the Joint Committee for Bilateral Funds (JCBF).
3. The financial support corresponds to the financing of the 90% rate of eligible expenditure up to the maximum amount of the total budgeted cost presented by the Promoter of the Bilateral Initiative and approved by the NFP upon recommendation of the JCBF, as shown in Annex 1.
4. The Promoter of the Bilateral Initiative is obliged to implement the accepted Bilateral Initiative in the exact terms included in the approved application, being obliged to its full compliance.
5. The Promoter of the Bilateral Initiative declares to be aware of the EEAFM 2014-2021 legal framework and, in particular, the Regulation on the Implementation of EEAFM 2014-2021 (Regulation), as well as the FBR Manual and the EEA Grants Portugal 2014-2021 – Communication and Design Manual, available at [www.eeagrants.gov.pt](http://www.eeagrants.gov.pt).
6. The Promoter of the Bilateral Initiative declares to be fully aware that the payment of the financial support covers the form of advanced payment up to \_\_\_\_\_% of the approved budget and refund of the eligible and validated expenditure.
7. The Promoter of the Bilateral Initiative declares to be fully aware that the advanced payment is transferred by the General Secretariat of the Presidency of the Council of Ministers (SG PCM) to the bank account indicated by the Beneficiary Entity with the IBAN [\_\_\_\_\_], by order of the NFP, upon receipt of this signed Acceptance Agreement, along with the Partnership Agreement(s), and proof of the regularized situation with the Tax Authority and Social Security and proof of ownership of the IBAN referred to in this Clause.
8. The payment of the remaining amounts shall be transferred by the SG PCM to the bank account indicated by the Promoter of the Bilateral Initiative after order from the NFP for that purpose, which shall take place after the verification of the expenditure presented, pursuant to paragraph h) of the Clause 13.

9. The Promoter of the Bilateral Initiative declares to be fully aware that the eligible expenditure of the Bilateral Initiative for the granting of non-refundable financial support are the expenses included in the application and respective annexes, which are included in the expenditure categories described in Article 8.8 of the EEA FM 2014-2021 Implementation Regulation and in accordance with the general principles referred to in Article 8.2 of the Regulation and the FBR Manual, and which are reflected in the open call notice and in the formal analysis of the application.
10. The Promoter of the Bilateral Initiative declares to be fully aware that the initial date for the eligibility of expenditure is the date of notification of the final decision for the approval of the support to the application made by the NFP and that the final date for eligibility of the expenditure corresponds to [define according to the plan of the Bilateral Initiative, but always before April 30<sup>th</sup>, 2025].
11. The Promoter of the Bilateral Initiative declares to be fully aware that the deadline for the material execution of the Bilateral Initiative is [date], in accordance with the application (**Annex 1**), and which is considered as the starting date of the Bilateral Initiative, the earliest date of the invoices proving its material execution, which cannot be prior to the date of the approval of the application.
12. The Promoter of the Bilateral Initiative declares to be aware that it is subject to follow-up, monitoring, assessment and control of the correct execution and compliance with the obligations resulting from this Acceptance Agreement. These verifications will be done by the NFP, by the General Inspectorate of Finance, as Audit Authority, by the Cohesion and Development Agency P.I., as Certifying Authority, by the Financial Mechanism Office (FMO) and by the EFTA Board of Auditors
13. The Promoter of the Bilateral Initiative is obliged to comply with all the obligations under its responsibility as beneficiary entity, under penalty of revocation of the decision of financial support and reimbursement of all the amounts received, in accordance with the Regulation, with the applicable legal provisions, to what is stipulated in this Acceptance Agreement and to the FBR Manual, namely:
  - a) To maintain the access conditions valid at all times regarding the registration of the approved financial support, including the maintenance of the regularized situation before the Tax Authority and Social Security, providing its evidence to the NFP whenever requested;
  - b) To ensure that the granted financial support is used in strict compliance with the applicable national and Community legal provisions, in particular the provisions on public procurement, as well as the applicable EEA FM 2014-2021 legal framework;
  - c) To carry out the approved Bilateral Initiative as provided in this Acceptance Agreement and in the application (Annex 1), ensuring, with due diligence and under the conditions provided, the fulfillment of the respective objectives;
  - d) To submit proof of expenditure exclusively related to the approved Bilateral Initiative, in accordance with the provisions of paragraph h) below;
  - e) To provide, within the established deadlines, all the elements requested by the entities with follow-up, monitoring, assessment and control competencies under the EEA FM 2014-2021 scope, such as those indicated in Clause 12 of this Acceptance Agreement;
  - f) Immediately notify the NFP of any changes or occurrences that could jeopardize the prerequisites regarding the financial support, as well as the implementation of the Bilateral Initiative in the approved terms;
  - g) To keep organized accounting, in accordance with the applicable accounting plan;
  - h) For the purpose of expenditure verification, the following must be submitted:

- i. the presentation form of the eligible expenditure. The model will be available at [www.eeagrants.gov.pt](http://www.eeagrants.gov.pt);
  - ii. the copy of the proof of expenditure documents (invoices, bank transfers, etc.) and proof of payment, in digital form, which prove the amounts included in the form for the presentation of eligible expenditure requested by the NFP;
  - iii. the description of compliance with the applicable procedures regarding public procurement and, where applicable, State Aid;
  - iv. the report of the performed activities and the results achieved, without prejudice of the reports developed under the terms of paragraph k) and the final report pursuant to paragraph o);
  - v. the proof of the regularized situation with the Tax Authority and Social Security;
  - vi. any other documentation that is required by the NFP and considered indispensable for the correct verification of the payment request, within a maximum period of 10 working days;
- i) To ensure that the expenditure submitted is not financed by another source without prejudice to the co-financing to which it is obliged to;
  - j) To document the implementation of the Bilateral Initiative and ensure that this documentation is organized and permanently available for consultation by the entities involved in the follow-up, monitoring, assessment and control process;
  - k) To submit a progress report of the Bilateral Initiative every six months from the date of signature of this Acceptance Agreement if, within the same period, the expenditure form has not been presented under the terms of paragraph h);
  - l) To publicize in a visible way that the Bilateral Initiative is financed by the EEA GRANTS;
  - m) To comply with the requirements and guidelines of the “Communication and Design Manual – EEA Grants Portugal 2014-2021”;
  - n) To allow access to the premises where the elements and documents necessary for the follow-up, monitoring, assessment and control by the NFP and other entities referred to in Clause 12;
  - o) To submit to the NFP, along with the last request for payment and up to 30 days after the payment of the last expenses of the Bilateral Initiative presented, a final report evaluating the results achieved, showing the physical and financial execution of the initiative, as well as its contribution to strengthen the bilateral relations between the national entities and the donor countries entities;
  - p) To store the documents regarding the financial support and implementation of the Bilateral Initiatives and keep them available, at least until December 31<sup>st</sup>, 2028.
14. The Promoter of the Bilateral Initiative declares to be fully aware that, in the existence of anything that is not stipulated in this Acceptance Agreement and in the FBR Manual, the EEAFM 2014-2021 Implementation Regulation is applied.
15. Failure to comply with any of the obligations set forth in this Acceptance Agreement entitles the NFP to suspend the payment until the situation in question is regularized, which must happen within a maximum period of 15 working days from the date of the NFP notification.
16. In case of non-regularization of the non-compliance situation within the period stipulated in the previous paragraph and in case of suspicion or irregularities in the use of the financial support, all

payments will be canceled resulting in the duty of refund by the Promoter of the Bilateral Initiative of the amounts received, plus default interest at the legal rate in force.

17. The non-compliance of the obligations defined in this Acceptance Agreement can cause the revocation of the NFP approval decision, voiding the Acceptance Agreement, without prejudice to the obligations that remain valid beyond the revocation, namely the refund obligation.
18. The Administrative and Fiscal Court of Lisbon has jurisdiction to settle any type of litigation between the contracting parties.

Signed in \_\_\_\_\_

\_\_\_\_\_  
(Signature and Stamp)

## ANNEX IV

### FBR\_Promoter Expenditure Presentation Form MFEEE 2014-2021

Annex IV of the Bilateral Fund Manual

Bilateral Initiative no.

Bilateral Initiative Name

Promoter:

Financing Rate

%

Payment Request no.

Date of the Request

Period of Report

from

to

Total Amount of Expenditure Presented

We certify that the information contained in this document is accurate and complete. All the expenditure submitted under the bilateral initiative was necessary to implement it in the context of management, guided by the criteria of economy and efficiency.

**The Promoter**

\_\_\_\_\_  
(Signature and Stamp)

The regularity and compliance of expenses were verified based on the evidence presented by the beneficiary entity.

**The National Focal Point**

\_\_\_\_\_  
(Signature and Stamp)

II - List of documents supporting the incurred and paid expenditure	
---	--

Bilateral Initiative no.		Bilateral Initiative Name	
Payment Request no.		Period of Report	from <input type="text"/> to <input type="text"/>

[illegible]

NOTE: This list must be accompanied by scanned photocopies of the respective proof of expenses and payment documents

The Responsible

Date   /  /  

(Signature and Stamp)

III - Travel expenses and daily costs financed by fixed unit cost table
---

Bilateral Initiative no.		Bilateral Initiative Name			
Payment Request no.		Period of Report	from		to

Participant Name	Entity	Description of the participation in the bilateral initiative	Travel	Arrival day	Departure day	City of origin	Destination city	Accommodation	Subsistence allowance	Total amount	Proof of participation in the bilateral initiative	Comments
TOTAL										0,00		

## The Responsible

Date     /    /    

(Signature and Stamp)

## ANNEX V

### FBR\_PO Expenditure Presentation Form MFEEE 2014-2021

Annex V of the Bilateral Fund Manual

IFR#

(To be completed by UNG)

Bilateral Initiative Name

**BILATERAL FUND**

Programme Operator

Financing Rate

%

Expenditure Submission Date

Period of Report

from

to

Total Amount of Expenditure Presented

We certify that the information contained in this document is accurate and complete. All the expenditure submitted under the bilateral initiative was necessary to implement it in the context of management, guided by the criteria of economy and efficiency.

**The Programme Operator**

\_\_\_\_\_  
(Signature and Stamp)

The regularity and compliance of expenses were verified based on the evidence presented by the beneficiary entity.

**The National Focal Point**

\_\_\_\_\_  
(Signature and Stamp)



## Expenditure Incurred under FBR - Monthly

Programme Operator

Period of Report

from

to

	Incurring in previous periods	Incurring in the reported period	Total
Eligible Expenditure	- €	- €	- €

Description of bilateral activities incurred in the reported period

	Activities	Eligible Expenditure
may/17		- €
jun/17		- €
jul/17		- €
aug/17		- €
sep/17		- €
oct/17		- €
nov/17		- €
dec/17		- €
jan/18		- €
feb/18		- €
mar/18		- €
apr/18		- €
may/18		- €
jun/18		- €
jul/18		- €
aug/18		- €
sep/18		- €
oct/18		- €
nov/18		- €
dec/18		- €
Total		- €

The Programme Operator

Date    \_\_/\_\_/\_\_

\_\_\_\_\_  
(Signature and Stamp)

Expenditure Incurred under FBR - Descriptive List	
---	--

Programme Operator			
Period of Report	from		to

[illegible]

Comments:

### The Programme Operator

Date   /  /  

(Signature and Stamp)

## ANNEX VI

### DECLARAÇÃO DE EMPRESA ÚNICA

Para efeitos do disposto no n.º 2 do artigo 2º do Regulamento (UE) n.º 1407/2013, de 18 de dezembro, a *(designação da empresa)* \_\_\_\_\_, com o NIF \_\_\_\_\_, declara que se inclui num conjunto de empresas controladas pela mesma entidade que têm entre si, pelo menos, uma das seguintes relações:

- a) Uma empresa detém a maioria dos direitos de voto dos acionistas ou sócios de outra empresa;
- b) Uma empresa tem o direito de nomear ou exonerar uma maioria dos membros do órgão de administração, de direção ou de fiscalização de outra empresa;
- c) Uma empresa tem o direito de exercer influência dominante sobre outra empresa por força de um contrato com ela celebrado ou por força de uma cláusula dos estatutos desta última empresa;
- d) Uma empresa acionista ou sócia de outra empresa controla sozinha, por força de um acordo celebrado com outros acionistas ou sócios dessa outra empresa, uma maioria dos direitos de voto;

Considerando para este efeito, as relações existentes por intermédio de uma ou várias outras empresas que se encontrem relacionadas nos termos acima indicados.

Mais declara que as empresas identificadas em que se verificam as relações acima referidas são as seguintes:

- *(NIF – Denominação Social)*
- *(NIF – Denominação Social)*
- *(NIF – Denominação Social)*
- *(NIF – Denominação Social)*

Assinado em \_\_\_\_\_

\_\_\_\_\_  
(Assinatura e Carimbo)

## ANNEX VII

### DECLARAÇÃO DE EMPRESA AUTÓNOMA

Para efeitos do disposto no n.º 2 do artigo 2º do Regulamento (UE) n.º 1407/2013, de 18 de dezembro, a (*designação da empresa*) \_\_\_\_\_, com o NIF \_\_\_\_\_, declara que não detém participações e que os seus acionistas ou sócios não detêm participações em que se verifique, pelo menos, uma das seguintes relações:

- a) Uma empresa detém a maioria dos direitos de voto dos acionistas ou sócios de outra empresa;
- b) Uma empresa tem o direito de nomear ou exonerar uma maioria dos membros do órgão de administração, de direção ou de fiscalização de outra empresa;
- c) Uma empresa tem o direito de exercer influência dominante sobre outra empresa por força de um contrato com ela celebrado ou por força de uma cláusula dos estatutos desta última empresa;
- d) Uma empresa acionista ou sócia de outra empresa controla sozinha, por força de um acordo celebrado com outros acionistas ou sócios dessa outra empresa, uma maioria dos direitos de voto dos acionistas ou sócios desta última.

Assinado em \_\_\_\_\_

\_\_\_\_\_  
(Assinatura e Carimbo)

## ANNEX VIII



European Economic Area Financial Mechanism 2014-2021

National Focal Point

### Application Form

Bilateral Initiative Number\*

Received in\*

Revised after the administrative verification\*

Received in\*

#### 1 - IDENTIFICATION

Bilateral Initiative Name  
(short name)

Implementation Period

From

To

Total Amount of the Bilateral Initiative

Requested Amount

Applicant Entity

Tax ID Number

Address

Phone

E-mail

Name of legal representative

Function in the Entity

Bilateral Initiative Manager

Function in the Entity

Phone

E-mail

☐ I AUTHORIZE the National Focal Point to collect and process the personal data referred in the application exclusively for this selection process.

☐ I AUTHORIZE that the indicated e-mails is used as the address for receiving communications from the National Focal Point regarding the application selection procedure.

☐ I AUTHORIZE that the indicated e-mails are part of the National Focal Point database for the purposes of dissemination of information on the EEA GRANTS.

Declare to be true all the information contained in this application form proposal, as approved by the applicant entity.

Date

The legal representative  
(Signature and stamp)

\* To be completed by UNG

## 2 - DESCRIPTION AND JUSTIFICATION

a) Outline a summary of the bilateral initiative, identifying its objectives and the expected results

b) Outline the planned activities to achieve the objectives referred to in a) above

c) Identify the target group or the final beneficiaries

## 2 - DESCRIPTION AND JUSTIFICATION

a) Outline a summary of the bilateral initiative, identifying its objectives and the expected results

b) Outline the planned activities to achieve the objectives referred to in a) above

c) Identify the target group or the final beneficiaries

### 3 - PARTNERS INVOLVED

Entity	
Country	
Entity	
Country	
Entity	
Country	
Entity	
Country	
Entity	
Country	
Entity	
Country	

Outline a summary of the role of the partners in the implementation of the bilateral initiative



#### 4 - RESULTS FRAMEWORK AND ACTIVITIES TIMELINE

##### Eligible Activity (identified in point 2)

Example: Joint Seminar

##### Expected Results

You can fill in with more than one expected result

Example: Joint Research

Indicators	Unit of measurement	Target Values	
Example: Number of participants or entities in the seminar	Example: Participants or entities	Example: 60 or 20	<input type="button" value="remove Indicator"/> <input type="button" value="add Indicator"/>

Year Please enter the year corresponding to the activity (3 years max)	Months Please mark the months of activity with a cross												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Example: 2019	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="button" value="remove year"/> <input type="button" value="add year"/>

#### 5 - COMMUNICATION ACTIVITIES AND COMMUNICATION ACTIONS TIMELINE

The table below should be filled in based on, at least, the following communication objectives: Make the initiative known; Highlight the contribution of EEA Grants; Highlight bilateral relations. It is recommended to read the [EEA Grants 2014-2021 Communication and Design Manual](#) before fill the table. All initiatives must comply with the guidelines and rules of this Manual.

##### Activities / Communication Actions

Example: News on the Kick-off of the bilateral initiative

Media / Channel	Reponsible Entity	Expected Results
Example: Entity website / social networks	Example: Promoter entity	Example: Awareness about the bilateral initiative

Year Please enter the year corresponding to the activity (3 years max)	Months Please mark the months of activity with a cross												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Example: 2019	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="button" value="remove year"/> <input type="button" value="add year"/>

Please indicate if the Promoter has:

Website: ☐ Yes ☐ No

Site address:

Social networks: ☐ Yes ☐ No

Facebook

Username:

Twitter

Username:

LinkedIn

Username:

Instagram

Username:

Youtube

Username:

Others

Identify:

## 6 - SUSTAINABILITY PLAN FOR THE ESTABLISHED BILATERAL RELATIONS

Describe the sustainability of the bilateral partnership and the possibility of future collaboration

## 7 - REVENUES

The bilateral initiative will generate revenue?

☐ No

☐ Yes

Identify the total amount of revenue preview during the period of execution of the initiative and justify:

## 8 - CONSULTANTS

Please indicate if there were any external consultants involved in the preparation of the initiative application

☐ No

☐ Yes

Identify:

## 9 - DOCUMENTS REQUIRED

☐ Statutory documents of the applicant entity

☐ Proof of the regularized situation with the Tax Authority

☐ Proof of the regularized situation with the Social Security

☐ Certificate proving the VAT regime

☐ Letters of intent from Donor States Partners

☐ Letters of intent from national partners and/or from other beneficiary states (if applicable)

☐ Unique or autonomous undertaking declaration (if applicable)

☐ Budget and timeline

Other:

Save Form

Print Form

## ANNEX IX

# Partnership Agreement

Between

**[Name]**

*[Full address, tax ID number or other]*

*[Represented by]*

hereinafter referred to as the **“Initiative Promoter”**

and

**[Name]**

*[Full address, tax ID number or other]*

*[Represented by]*

hereinafter referred to as the **“Partner”**

*[include as applicable]*

and

**[Name]**

*[Full address, tax ID number or other]*

*[Represented by]*

hereinafter referred to as the **“Partner”**

together referred as **“Parties”**

**for the implementation of the Bilateral Initiative**

**[“Name of Bilateral Initiative”]**

**funded under the *Fund for Bilateral Relations- FBR- Open- Call#1***

**EEA Financial Mechanism 2014-2021**

### **Disclaimer:**

This template Partnership Agreement aims at assisting Initiative Promoters and Partners in the preparation of their partnership agreements. It is provided for information purposes only and its contents are not intended to replace consultation of any applicable legal sources or the necessary advice of a legal expert, where appropriate. It is the responsibility of the Parties to ensure compliance of the provisions of this Partnership Agreement with the Bilateral Initiative contracted and the applicable legal framework. Neither the NFP nor any person acting on its behalf can be held responsible in connection with any use or re-use made of this template partnership agreement.

## IT IS AGREED AS FOLLOWS:

### **Article 1 – Scope and objectives**

1. This Partnership Agreement (hereinafter referred to as the “Agreement”) defines the rights and obligations of the Parties and sets forth the terms and conditions of their cooperation in the implementation of the Bilateral Initiative in accordance with **Annex 1 (Approved Application Form)**, and contains detailed information about tasks and dates of implementation, as well as information about the budget and its implementation.
2. The Parties shall act in accordance with the legal framework of the EEA Financial Mechanism 2014-2021, namely with the Regulation on the implementation of the EEA Financial Mechanism 2014-2021 (hereinafter referred to as the “Regulation”). The Parties expressly acknowledge to have access to and to be familiar with the content of the Regulation and the Fund for Bilateral Relations Manual available at [www.eeagrants.gov.pt](http://www.eeagrants.gov.pt).
3. Any Annexes to this Agreement constitute an integral part of the Agreement.

### **Article 2 – Entry into force and duration**

This Agreement shall enter into force on the date of the last signature by the Parties. It shall remain in force until the Partner(s) has discharged in full its obligations towards the Initiative Promoter as defined in this Agreement.

### **Article 3 – Main roles and responsibilities of the Parties**

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 shall carry out their respective obligations with efficiency, transparency and diligence. They shall keep each other informed about all matters of importance to the overall cooperation and the implementation of the activities to be performed. They shall act in good faith in all matters and shall, at all times, act in the interest of the results of the Bilateral Initiative.
3. The Parties shall make available sufficient and qualified personnel, which shall carry out their work with the highest professional standard. While carrying out the assignment under this Agreement, the personnel and entities engaged by either Party shall comply with the laws of the respective countries.
4. Whenever in the performance of their assignments under this Agreement the Parties’ personnel are on the premises of the other Party, or at any other location in the other Party’s country on request of such Party, that Party shall ensure that such premises and locations comply with all applicable national health, safety and environmental laws and standards. The Parties shall take all necessary precautions to prevent the occurrence of any injury to persons or damage to the property of the other Party in connection with the implementation of the Project.
5. The Bilateral Initiative’s managers in each institution will be:  
*[Each Party shall appoint a Manager who shall have operational responsibility for the implementation of the Bilateral Initiative as well as serve as contact point for all exchanges of communication, documentation and materials between the Parties].*

### **Article 4 – Obligations of the Initiative Promoter**

1. The Initiative Promoter is responsible for the overall coordination, management and implementation of the Bilateral Initiative in accordance with the regulatory and contractual

framework specified herein and as set in the **Annex 1 (Approved Application Form)**. It assumes sole responsibility for the successful implementation of the Bilateral Initiative towards the National Focal Point.

2. The Initiative Promoter undertakes to:

[detail the activities for which the Initiative Promoter is responsible in accordance with the approved application]

3. The Initiative Promoter undertakes to, *inter alia*:

- (a) ensure the correct and timely implementation of the Bilateral Initiative's activities;
- (b) promptly inform the Partner(s) on all circumstances that may have a negative impact on the correct and timely implementation of any of the Bilateral Initiative's activities, and of any event that could lead to a temporary or final discontinuation or any other deviation of the Bilateral Initiative;
- (c) provide the Partner(s) with access to all available documents, data, and information in its possession that may be necessary or useful for the Partner(s) to fulfil its obligations; in cases where such documents, data and information are not in English, it shall provide an English translation thereof when so requested by the Partner(s);
- (d) provide the Partner(s) with a copy of the signed Acceptance Agreement, including any subsequent amendments thereof as of their entry into force;
- (e) consult the Partner(s) before submission of any request for amendment of the Bilateral Initiative Acceptance Agreement to the National Focal Point that may affect or be of interest for the Partner(s)' role, rights and obligations hereunder;
- (f) prepare and submit in a timely manner to the National Focal Point interim and/or final reports, and financial reports with receipted invoices or alternatively by accounting documents of equivalent probative values, in connection with the payment claims, in the Acceptance Agreement so as to meet the payment deadlines towards the Partner(s) as stipulated in this Agreement;
- (g) transfer to the Partner(s)'s nominated bank account all payments due by the set deadlines;
- (h) ensure that the Partner(s) promptly receives all assistance it may require for the performance of its tasks;
- (i) keep physical dossiers with all the documentation related to the Bilateral Initiative, including the Progress and Final Reports, as well as the financial documentation and information, at least until 31<sup>st</sup> December 2028;
- (j) Prevent and take every measures required to avoid situations of conflict of interest that may hinder the integrity in the implementation of the bilateral initiative.

#### **Article 5 – Obligations of the Partner(s)**

1. The Partner(s) is(are) responsible for the performance of the activities and tasks assigned to it in accordance with this Agreement as set in the **Annex 1 (Approved Application Form)**.

2. The Partner (s) undertakes to:

[detail the activities each Partner is/are responsible for in accordance with the approved application]

3. In addition to the above obligations, the Partner(s) shall:

- (a) promptly inform the Initiative Promoter on relevant circumstances that may have an impact on the correctness, timeliness and completeness of its performance;
- (b) provide the Initiative Promoter with all information necessary for the preparation of any reports due by the Initiative Promoter to the National Focal Point within the deadlines and according to the reporting forms set by the Initiative Promoter;
- (c) immediately inform the Initiative Promoter of any cases of suspected or actual fraud, corruption or other illegal activity that come to its attention, at any level or any stage of implementation of the Bilateral Initiative;

- (d) keep all supporting documents regarding the Bilateral Initiative, including the incurred expenditure, either in the form of originals or in versions certified to be in conformity with the originals on commonly accepted data carriers, for at least until 31<sup>st</sup> December 2028;
- (e) provide any bodies carrying out mid-term or ex-post evaluations, as well as any monitoring, audits and on the spot verifications on behalf of the EEA Financial Mechanism any document or information necessary to assist with the audit or evaluation;
- (f) effectively participate in promoting the objectives, activities and results of the Financial Mechanism as well as the Donors' contribution to reducing economic and social disparities in the European Economic Area;
- (g) Prevent and take every measures required to avoid situations of conflict of interest that may hinder the integrity in the implementation of the bilateral initiative.

#### **Article 6 – Initiative budget and eligibility of expenditures**

1. The detailed total Bilateral Initiative budget, as well as the allocation of the budget, amongst the activities to be performed by each Partner is fixed in **Annex 1 (Approved Application Form)**.
2. Expenditures incurred by the Partner(s) must be in line with the general rules on eligibility of expenditure contained in the Regulation, specifically Chapter 8 thereto and in the Fund for Bilateral Relations Manual available at [www.eeagrants.gov.pt](http://www.eeagrants.gov.pt).

#### **Article 7 – Financial management and payment arrangements**

1. Payment of the Bilateral Initiative grant share to the Partner(s) may take the form of *[specify: advance payments and/or reimbursement of incurred and approved expenditure]*.
2. *[If applicable]* The advance payment to the Partner(s) shall be up to \_\_\_\_\_% of the approved budget and paid within no later than *[number of working days]* of the crediting of the advance payment to the Initiative Promoter's bank account
3. Interim and final payments from the Initiative Promoter to the Partner(s) shall be paid based on the presentation of a payment claim containing a list of incurred expenditure and proof of payment (invoices, bank transfers, etc.), in digital format, showing the amounts contained in the eligible expenses, along with a confirmation from *[responsible person within the Project Partner, e.g. Project Manager]* that the claimed expenditures are in accordance with the principles and rules set forth in this Agreement.
4. A report by an independent auditor or by a competent and independent public officer certifying that the claimed costs are incurred in accordance with the Regulation, the FBR Manual, the relevant law and relevant national accounting practices shall be accepted as sufficient proof of incurred expenditure, in accordance with Article 8.12.4 of the Regulation.
5. All amounts shall be denominated in euros.
6. Payments to the Partner(s) shall be made to the Partner's bank account denominated in euros, identified as follows:

Partner(s):

*[specify bank account details of the Partner(s): name of bank, address of branch in full, exact designation of account holder, full account number including IBAN and BIC/Swift codes].*

#### **Article 8 – Proof of expenditure**

1. Costs incurred by the Partner(s) shall be supported by receipted invoices or alternatively by accounting documents of equivalent probative value.

2. Proof of expenditure shall be provided by the Partners to the Initiative Promoter to the extent necessary for the Initiative Promoter to comply with its obligations to the National Focal Point.

3. The proof of expenditure shall take the form of receipted invoices or alternatively by accounting documents of equivalent probative value or the form of a report by an independent auditor or by a competent and independent public officer certifying that the claimed costs are incurred in accordance with the Regulation, the FBR Manual, the relevant law and relevant national accounting practices (Article 8.12.4 of the Regulation).

#### **Article 9 – Procurement**

1. National and EU law on public procurement shall be complied with by the Parties at any level in the implementation of the Bilateral Initiative.

2. The applicable procurement law is the law of the country in which the procurement is being carried out.

#### **Article 10 – Irregularities**

1. Irregularities are defined in accordance with Article 12.2 of the Regulation.

2. In case an irregularity has come to the attention of one Party, that Party shall immediately inform the other Party thereof in writing.

3. In cases where measures to remedy any such irregularity are taken by the competent bodies referred to in Chapter 12 of the Regulation, including measures to recover funds, the Party concerned shall be solely responsible for complying with such measures and returning such funds to the National Focal Point. The Partner(s) shall, in such cases, return the recovered funds through the Initiative Promoter.

#### **Article 11 – Suspension of payments and reimbursement**

1. In cases where a decision to suspend payments and/or request reimbursement from the Initiative Promoter is taken by the National Focal Point or the Donor States, the Partner(s) shall take such measures as are necessary to comply with the decision.

2. For the purposes of the previous paragraph, the Initiative Promoter shall, without delay, submit a copy of the decision referred to in the previous paragraph to the Partner(s).

#### **Article 12 - Assignment**

1. Neither Party shall have the right to transfer their rights and obligations under this Agreement without the prior consent of the other Party and of the National Focal Point.

2. The Parties acknowledge that all assignment of rights and obligations under this Agreement is dependent upon the National Focal Point prior consent in accordance with the provisions of the Acceptance Agreement.

#### **Article 13 – Amendments**

1. Any amendment to this Agreement, including its Annexes, shall be the subject of a written agreement concluded by the Parties, upon the National Focal Point prior consent in accordance with the provisions of the Acceptance Agreement.



## **Article 14 – Notices and language**

1. All notices and other communications between the Parties shall be made in writing and be sent to the following addresses:

<b><u>For the Initiative Promoter:</u></b> [Full address, tax ID number or other] [Represented by]	<b><u>For the Partner:</u></b> [Full address, tax ID number or other] [Represented by]  [as applicable] <b><u>For the Partner:</u></b> [Full address, tax ID number or other] [Represented by]
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2. The language governing the execution of this Agreement is English. All documents, notices and other communications foreseen in the framework of this Agreement shall be in English.

## **Article 15 – Governing law and settlement of disputes**

1. The construction, validity and performance of this Agreement shall be governed by the laws of the Portuguese Republic.

2. Any dispute relating to the conclusion, validity, interpretation or performance of this Agreement shall be resolved amicably through consultation between the Parties and by the mediation of the National Focal Point.

This Agreement has been prepared in two originals, of which each Party has received one.

<b>For the Initiative Promoter</b>  Signed in..... on ..... [Name] [Title] Legal Representative [Name] [Title] Manager	<b>For the Partner(s)</b> Signed in..... on ..... [Name] [Title] Legal Representative [Name] [Title] Manager  [as applicable]  Signed in..... on ..... [Name] [Title] Legal Representative [Name] [Title] Manager
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## **Annex 1 (Approved Application Form and Budget)**