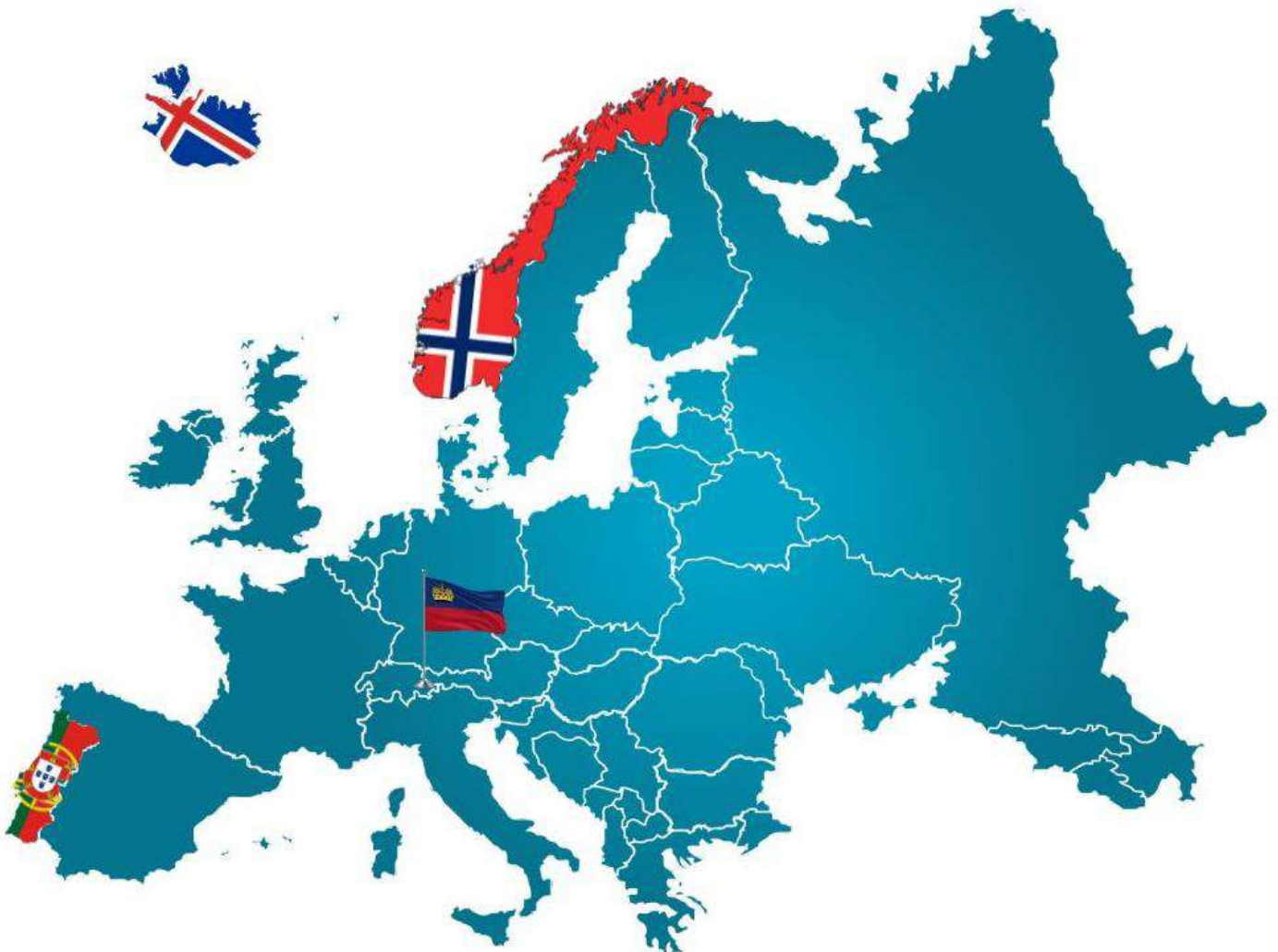


Iceland
Liechtenstein
Norway grants

EEA Grants Portugal

Mecanismo Financeiro do Espaço Económico Europeu
European Economic Area Financial Mechanism
Unidade Nacional de Gestão
National Focal Point

FUND FOR BILATERAL RELATIONS MANUAL



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

– January 2025 –

Manual version control

Version	Date of update	Summary of changes
1	01.2019	N/A
2	04.2019	<p>Terminology adjustments;</p> <p>Section 4.2.2 - Pre-defined Bilateral Initiatives, addition of point h);</p> <p>Section 5.1 - Eligible Entities, regarding the partnership agreement, addition of point b);</p> <p>Section 6.3.2 - Administrative Verifications, clarification on the calculation of eligible amounts;</p> <p>Section 6.3.3 - On-site Verifications, clarification on the outcome of the verification;</p> <p>Elimination of budget requirements for communication.</p>
3	11.2019	<p>Terminology adjustments;</p> <p>Section 6.7 - Irregularities, inclusion of reference to complaints received;</p> <p>Inclusion of annexes VIII, IX and X;</p>
4	07.2021	<p>Terminology adjustments;</p> <p>Sections 2 - Objectives of the Bilateral Relations Fund and 4 - Modalities for allocating funding, updated as a result of the reinforcement of the Fund's total allocation;</p> <p>Section 4.2.1 - Application selection process, clarification of decision periods;</p> <p>Section 4.2.2 - Pre-defined Bilateral Initiatives inclusion of reference to Annex VIII and clarification of the rate and maximum amount of funding;</p> <p>Section 5.3 - Eligible Expenditure, clarification of the</p>

		territorial scope; Section 5.5 - Public Procurement, updating the reference to procurement limits in the prior consultation. Section 6.1 - Acceptance Agreement, updating the content of the conditions for awarding funding; Section 6.3.1 - Reporting on physical and financial execution, clarification regarding interim and final reports.
5	11.2021	Terminology adjustments; Section 5.5 - Public Procurement, clarification in the case of non-application of the CCP; Section 5.6 - updating excluded expenditure; Section 6.1 - Term of Acceptance, definition of deadline for submission; Section 6.4.2 - Payments, correction of the deadline for sending the final report; Section 6.6 - Changes to initiative, inclusion of e-mail address; Amendment to Annex III.
6	09.2022	Language corrections; Section 5.4 - Travelling expenses, update of the lump sum base value.
7	02.2023	Annex X amended and Annexes XI, XII and XIII added.
8	05.2023	Linguistic corrections; correction of the numbering of the footnotes in the annexes.
9	12.2024	Terminology adjustments; Section 1 - Framework,

		<p>mention of the EEAFM 2021-2028;</p> <p>Section 2 - Objectives of the FBR and where mentioned, updating of the total value;</p> <p>Point 5.3 - Eligible expenses, clarification as to the admissibility of certain expenses;</p> <p>Section 5.4 - travel expenses, updating of the per diem values, clarification of the types of travel expenses that are admissible, updating of the values per journey in the unit costs;</p> <p>Section 5.7 - State aid, updating the applicable EU regulation and associated rules;</p> <p>Section 6.1 - Terms of Acceptance, clarification regarding receipts;</p> <p>Section 6.3 - management verification, clarification of the entity that can validate forms and proof of expenditure;</p> <p>Section 6.3.1 - reporting on physical and financial execution, clarification on the forms and information to be provided;</p> <p>Section 6.4.2 - payments, clarification on clearing the final balance and the results of this procedure;</p> <p>Section 6.6 - changes of initiative, examples of types of substantial changes and the procedure for non-substantial changes;</p> <p>Section 6.7 - irregularities, clarification of the concept;</p>
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		<p>Section 6.8 - return of funds, added;</p> <p>Glossary - precision in the definitions of FBR, MoU and UNG, National Focal Point definition withdrawn;</p> <p>Annex II - amended.</p>
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Annexes control

Annex title and version	Date of update	Summary of changes
Annex II	12.2024	Total replacement of the template.
Annex III	11.2021	Explanation of the overall values of the initiative and to be financed by the EEA Grants.
Annex X	02.2023	Changed to FBR_Bilateral_Progress_Report, with new associated form.
Annex XI	02.2023	Added to the FBR Manual.
Annex XI	09.2024	Section 6 removed.
Annex XII	02.2023	Added to the FBR Manual.
Annex XIII	02.2023	Added to the FBR Manual.

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1 – FRAMEWORK

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

As a way of promoting a balanced, continuous strengthening of economic and commercial relations, the parties to the European Economic Area Agreement have established a pluriannual Financial Mechanism, known as EEA Grants, by means of which Iceland, Liechtenstein, and Norway financially support Member States of the European Union with the largest deviations from the average European GDP per capita, which includes Portugal.

This European Economic Area Financial Mechanism (EEA FM) aims to achieve two equally important general goals:

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

All funded programmes, projects, and initiatives must contribute to these two general goals.

With Portugal as one of the Beneficiary States, a Memorandum of Understanding (MoU) was signed between Portugal and the Donor States on May 22nd, 2017, to ensure the effective implementation of the EEAFM 2014-2021¹.

The National Focal Point (NFP) of the EEAFM 2014-2021 was created by the Council of Ministers Resolution No. 39/2017 of March 10th, amended by the Rectification Declaration No. 14/2017 of April 24th, given the need to assign an entity for the role of National Focal Point.

Considering the continuity of NFP mission in the next EEA FM, Council of Ministers Resolution 73/2023 of 14 July came into force on 17 July 2023, creating the National Focal Point for the European Economic Area Financial Mechanism 2021-2027.

Currently, NFP's mission is to perform the tasks defined by the EEA FM 2014-2021 Regulation and the respective MoU.

In the scope of the Fund for Bilateral Relations² (FBR), the NFP must:

- a) Manage and coordinate the implementation of the Fund for Bilateral Relations as set forth by Article 4.6 of the EEAFM 2014-2021 Regulation.
- b) Establish and chair the Joint Committee for Bilateral Funds³ (JCBF), under Article 4.2 of the EEAFM 2014-2021 Regulation.

Considering the above, the NFP prepared this Manual that aims to support Programme Operators and EEA FM 2014-2021 beneficiaries in the implementation of the FBR, namely by clarifying concepts and specifying rules and procedures.

¹ Available with subsequent reviews at <https://www.eeagrants.gov.pt/pt/eea-grants/documentos/>

² Fund for Bilateral Relations (FBR)

³ Joint Committee for Bilateral Funds (JCBF)

This Manual can be revised for adjustments and improvements deemed appropriate, namely to add new procedures and/or amend existing procedures.

Consulting this Manual still requires consultation of the EEA FM 2014-2021 legal framework. In case of conflict, the provisions in the following documents will prevail:

- EEA FM 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 at the EEA Grants Portugal website: www.eeagrants.gov.pt

2 – GOALS OF THE FUND FOR BILATERAL RELATIONS

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

This way, 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 EEA FM 2014-2021 Regulation, each Beneficiary State must reserve a minimum of 2% of its total allocation to fund bilateral initiatives. Portugal has allocated an amount of 2,054,000€ for the FBR via the MoU.

During EEA FM 2014-2021 implementation, the allocated amount underwent the following changes:

- To comply with the Reserve allocation set forth by Article 1.11 of the Regulation, the FBR received a provision of 903,000 €, totaling 2,957,000€ from June 21st, 2021;
- As a result of the reallocation of the surplus amounts in the remaining Programmes, on 28/04/2023 an additional allocation of €465,000 was approved, thus FBR overall allocation totaled €3,422,000;
- As of 31/07/2024, FBR overall allocation was €3,188,788, following the approval to the transfer of €233,210 to the EEA FM 2014-2021 Technical Assistance.

3 – MANAGEMENT OF THE FUND FOR BILATERAL RELATIONS

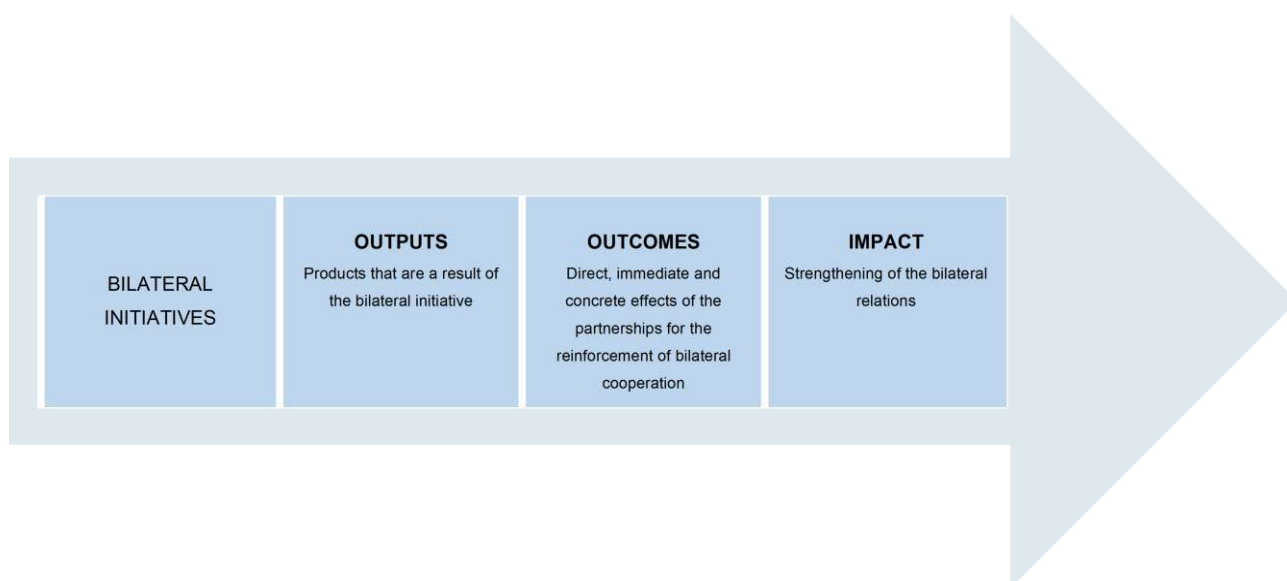
All the initiatives funded by the EEA FM 2014-2021 must follow a results-based management approach using a logical articulation between goals, activities, tools and resources, which implies:

- a) Setting goals.
- b) Identifying the target group or final beneficiaries.
- c) Defining adequate means and resources to achieve goals.

- d) Monitoring progress via predefined indicators.
- e) Identifying and managing associated risks.
- f) Recording achieved results and resources used.
- g) Assessing continuously.

Applying this methodology to bilateral relations also implies defining measures that ensure partnership sustainability.

The expected results for funded initiatives must be reflected in tangible products (outputs) that promote cooperation between national entities and the entities of the Donor States (outcomes), therefore contributing to the strengthening of bilateral relations (impact).



For the results of the bilateral initiative to be measured, it is essential to set clear, verifiable, and measurable indicators that allow initiative assessment when it comes to initiative implementation and results achieved.

3.1 – Fund for Bilateral Relations Agreement

The Agreement between the Financial Mechanism Committee (FMC) and the NFP was signed on September 21st, 2017, under the provisions of the EEA FM 2014-2021, to implement the FBR.

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

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

3.2 – Joint Committee for Bilateral Funds

The Joint Committee for Bilateral Funds (JCBF) is chaired by the NFP and is responsible for supervising the progress of the implementation of the FBR.

*Article 4.2 of the Regulation
JCBF tasks*

Bilateral ambitions, priority areas for bilateral cooperation, and actual initiatives to fund by the FBR are determined by the JCBF.

Moreover, the JCBF has a direct role in deciding about additional Fund allocations for Programmes and in identifying bilateral initiatives other than the Programmes.

The JCBF is formed by representatives of the following units:

- 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.

Any member of the JCBF can invite the representatives of the below entities to these meetings:

- a) Programme Operators (PO).
- b) Donor Programme Partners (DPP) designated in the MoU.
- c) Other entities that are useful for a debate on specific matters.

3.3 – Work Plan

The Work Plan is the implementation proposal for the FBR that includes the general framework for its execution, main bilateral initiatives to be organized, 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 ALLOCATION MODALITIES

From the 3,188,788€ currently allocated to the FBR by Portugal, 500,000€ were provided directly to EEA FM Programme Operators via the MoU, with the remaining amount being managed by the NFP. This way, financial distribution of allocated amounts can be made as follows:

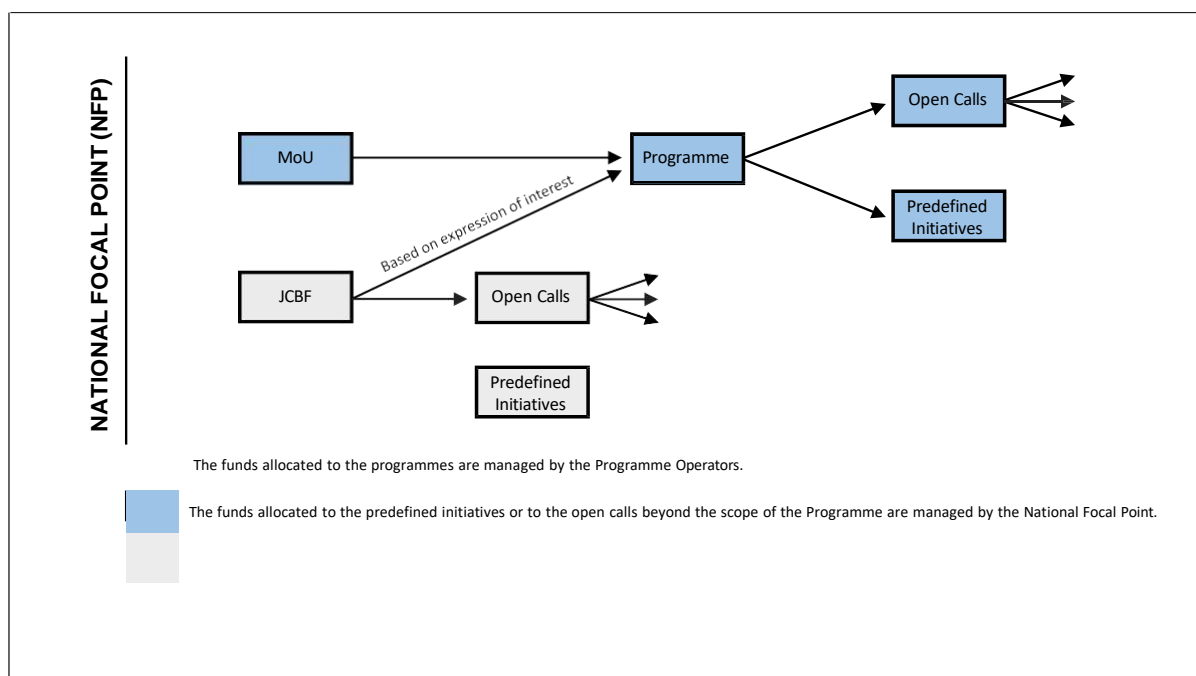
- a) The 500,000€ that were provided directly to Programme Operators are to strengthen bilateral relations in the scope of their activities and can be used:
 - i. Directly by Programme Operators by implementing predefined bilateral initiatives.

- ii. To fund initiatives of bilateral interest developed by other entities in the scope of the EEA FM 2014-2021 Programmes, to be assigned by the respective Programme Operators via open calls.

Each Programme Operator received an extraordinary advance payment of 50,000€ from the Financial Mechanism Office (FMO) to cover the costs of bilateral initiatives undertaken in the development of the respective Programmes. This advance payment is seen as part of the 500,000€ allocated to the Programmes by the MoU.

*Article 4.6.3 of the Regulation
Advance payment*

- b) The remaining 2,688,788€ allocated to the FBR is managed by the NFP, as defined by the JCBF. This amount aims to support initiatives of bilateral interest, outside the scope of the Programmes, to be executed by means of:
 - i. Predefined initiatives;
 - ii. Open calls for initiative selection;
 - iii. Additional allocation to Programmes for the strengthening of bilateral relations



4.1 –Allocation of the FBR by EEAFM 2014-2021 Programme Operators

As a beneficiary, the Programme Operator can use the funds allocated in the scope of the FBR in bilateral initiatives throughout FBR implementation period, whether via its own initiatives or open calls. Decisions about the management and use of the amount allocated to Programmes implemented in cooperation with the DPP are made consensually between the respective Programme Operator and the DPP in the Cooperation Committee, pursuant to point 3.4 of the Bilateral Guideline.

The Programme Operator can also request **additional allocations**. To that end, they must send the information concerning the expected use for the requested amount and the results they want to achieve to the NFP. This request is subject to the approval of the JCBF.

The **expression of interest form**, whose template can be seen on Annex 4 of the Bilateral Guideline, must be used to request additional allocations.

The attribution of additional allocations depends on the NFP verifying and validating a **minimum of 70%** of eligible expenditure reported by the Programme Operator in relation to the amounts that were already received by the latter.

4.2 – Bilateral Initiatives funded by the NFP

The FBR amount to be implemented by the NFP is used for the execution of bilateral initiatives that are selected via open calls or predefined initiatives.

4.2.1 – Application selection procedure through calls

Selection procedure is made via open calls, and the decision to approve or exclude applications is made by the NFP based on recommendations of the JCBF.

Open Call Notices

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

**Article 7.3 of the
Regulation**
Open call notices

*Open call notices are posted
in Portuguese and English.*

Open call notices describe call terms, such as:

- a) Object and purpose of support to be granted.
- b) Priority area of bilateral relations submitted with the application, if applicable.
- c) Total amount available in the scope of the open call.
- d) Minimum and maximum support amount to be granted to each approved initiative.
- e) Maximum grant rate to be allocated.
- f) Eligible applicants and partners for the supports to be granted.
- g) Restrictions, limitations and/or exclusions to which applicants and partners are subjected.
- h) The nature of eligible expenditure.
- i) Expense eligibility date.

- j) Selection criteria.
- k) Selection and decision-making procedures.
- l) Grant payment conditions.
- m) Communication and advertising requirements.
- n) Formalization of applications, namely identification and way of accessing application form and required annexes, number of copies and versions (PT/EN) to submit.
- o) Application submission deadline.
- p) Postal/e-mail address to send the applications.
- q) Additional information, such as links and/or relevant supporting documents for the applications.
- r) Contact for doubt clarification.

Application Submission

Applications are formalized by sending the **application form**, available at www.eeagrants.gov.pt, plus required documentation before the deadline defined in the open call notice. Open calls can have different cut-off periods within the established deadline. Applications received after the deadline for a given decision are saved to be included in the next decision period. Applications must be submitted in English. However, when original administrative documents annexed to the form are in Portuguese, their translation will not be required.

Only applications sent to the following e-mail address will be accepted:

bilateralrelations@eeagrants.gov.pt

Entities can apply for more than one bilateral initiative and funding may be granted to more than one initiative from the same Promoter, without any other limitation other than application merit and provided application are clearly different from one another.

Decision-Making Process

After receiving the applications, the NFP will carry out a formal evaluation of the applications, according to the following criteria:

- a) Compliance with deadlines and the submission method required for the application.
- b) Conformity of form completion.
- c) Eligibility of Promoter and partners.
- d) Eligibility of initiative implementation period.
- e) Eligibility of expected activities for the initiative.
- f) Financial plan/budget and eligibility of proposed categories.
- g) Conformity of media to use for initiative dissemination considering dissemination obligations set forth in the EEA FM 2014-2021 Regulation and in the "Communication and Design Manual - EEA Grants Portugal 2014-2021".

- h) Submission of documentation required in the open call notice and in the respective form.

After the formal evaluation of applications, if there is any element missing or any non-compliance, the NFP notifies the respective entities to amend the detected issue within 10 working days, under penalty of immediate exclusion, without prejudice to holding a hearing with the interested parties under the Portuguese Code of Administrative Procedure (CPA).

The applicant entities are responsible for the truthfulness and authenticity of the submitted documents. In case of doubt, complementary documentation may be required at any time during application analysis.

After the formal evaluation of applications is finished, there will be an evaluation of merit, according to the procedures decided by the JCBF, considering the selection criteria announced previously in the text of the respective open call notice.

The JCBF will make a recommendation for the approval or exclusion of the applications based on the evaluation made according to posted criteria.

When applications are approved, the JCBF may require some clarifications, e.g. justifying expenditure submitted in application budget.

NFP will notify the applicant entities of the final decision within the period established in the open call notice. As to excluded applications, applicant entities have the chance to comment within 10 working days, under the CPA, in a hearing with the interested parties.

The list of selected bilateral initiatives and respective Promoters is posted in the EEA Grants Portugal website after the corresponding Acceptance Agreements are signed.

Rules applicable to open calls from Programme Operators in the scope of the FBR will be defined by Programme Operators.

4.2.2 – Predefined Bilateral Initiatives

Predefined initiatives, outside the scope of Programmes, are approved by the JCBF. These are initiatives whose implementation is justified by their unequivocal contribution to strengthening bilateral relations. Predefined bilateral initiative proposals are submitted to the NFP by completing an existing form (Annex VIII – Predefine Initiative Description Form) available at www.eeagrants.gov.pt, which must include a description of the following aspects:

- a) Summary of bilateral initiative with reference to goals, expected results and impact.
- b) Description of planned activities and respective timeline.

- c) Identification of national partner entities, Donor States and/or Beneficiary States and their participation on the initiative.
- d) Identification of outputs, indicators, and goals of scheduled activities.
- e) Details about how the initiative contributes to strengthening the relations between entities in Portugal and Donor States.
- f) Measures to ensure bilateral collaboration sustainability and the possibility of future collaboration.
- g) Detailed monthly budget by activity and heading including amount justification and the calculation basis used.
- h) Expected communication and disclosure activities.

Grant rates for predefined Bilateral Initiatives can go up to 100%.

Maximum funding amount used as reference for this type of bilateral initiatives is 50,000€, without prejudice to another maximum amount that may be recommended by the JCBF.

A partnership with at least one entity of Donor States is mandatory.

The referred documentation is evaluated by the JCBF. In case of approval, the NFP may contract the funding under the terms and conditions approved.

5 – FUNDING CONDITIONS

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, can be eligible as **Promoter**. In duly justified cases and where it is proven to be an advantage, an entity that was legally established in any of the Donor States can also be eligible as a Promoter, under the terms that may be defined and approved by the JCBF.

*Article 7.2 of the Regulation
Eligible entities*

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

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

The number of partner entities involved in bilateral initiatives is not limited, however, the **participation of at least one partner entity of the Donor States** is mandatory, regardless of the cost allocation concerning such partnership.

For partner entity's expenditure to be eligible, they must be duly quoted and detailed in the respective Partnership Agreement.

This Agreement includes, at least, the following elements:

- a) Identification of the parties involved.
- b) Roles and responsibilities of the parties involved.
- c) Description of goals and activities to be developed in the scope of the partnership.
- d) Definition of funding rules and conditions, particularly those regarding rules for reporting expenditure and payment terms, if applicable.
- e) Identification of monetary currency of the partnership and rules regarding the danger of exchange rate fluctuations, when applicable.
- f) Detailed budget, including expenses to be undertaken by each partner, and respective payment plan.
- g) Conflict resolution system.

The Partnership Agreement must be written in English, and the template annexed to this Manual (Annex IX) can be used as reference.

The Promoter must send a copy of such Agreement to the NFP, along with a signed Acceptance Agreement, as established by point 6.1 of this Manual.

The entities that provide services or goods to the Promoter of the bilateral initiative and are paid for it are not eligible as partner entities. Those entities are considered suppliers and the eligibility of their expenditure depends on how essential their supplies are for the goals of the bilateral initiative at stake, as well as supply frequency and compliance with the applicable law, namely concerning public procurement.

5.2 – Eligible Initiatives

All initiatives that clearly contribute to strengthen bilateral relations are eligible:

- a) Search for project partners before or during application preparation and the development of these partnerships.
- b) Networking, exchange⁴, sharing and transfer of knowledge, technology, good practices, etc. between Portuguese entities, entities from Donor States, and/or international organizations.
- c) Initiatives that aim to strengthen cooperation and exchange of experiences and the best practices between Programme Operators and similar entities in Portugal and in Donor States, as well as international organizations.

Eligible initiatives

- *Matchmaking events.*
- *Technical cooperation and expert Exchange.*
- *Qualification and training initiatives.*
- *Workshops and seminars about matters of common interest.*
- *Field visits.*
- *Data collection, reports, studies, and publications.*
- *Campaigns, exhibitions, and promotional material.*

5.3 – Eligible Expenditure

Expenditure is considered incurred after the goods are delivered or the services are rendered, invoiced, and paid.

An expenditure being included in the approved budget for the bilateral initiative on its own does not guarantee eligibility. For the expenditure to be eligible, it must comply with all eligibility criteria and its realization must be shown via payment proofs.

General Principles for Expenditure Eligibility

- a) Expenditure actually incurred and paid by the Promoter or its eligible partners within the eligibility period.
- b) Expenditure that is directly connected to the initiative and duly detailed in the respective budget.
- c) Expenditure that is proportional to the nature, dimension, and complexity of the initiative and strictly necessary for initiative implementation.

⁴ Pursuant to the definition in Core Indicators Guidance (<https://eeagrants.org/resources/eea-and-norway-grants-2014-2021-core-indicator-guidance>), duration must be more than five working days for it to be considered an “exchange”.

- d) Initiatives that are strictly necessary for the execution of components/actions that are part of the approved initiative and whose only purpose is to contribute to achieving initiative goals while observing the principles of economics, efficiency, and effectiveness.
- e) Expenditure that can be identified and verified via accounting record and according to the applicable accounting standards and principles.
- f) Expenditure that complies with the applicable legislation in terms of Social Security and Tax Authorities.

Eligibility Period

*For expenditure resulting from bilateral initiatives developed in the scope of the Programmes, the eligibility period must be defined by the Programme Operator in its funding conditions, provided that included in the period from **May 23rd, 2017 to April 30th, 2025**.*

For initiatives approved by the JCBF, in addition to programmes, the eligibility period is defined in the Acceptance Agreement and not being eligible after April 30th, 2025.

Territorial scope

Bilateral Initiatives can take place in Portugal and/or in Donor States or any other territory in the European Economic Area, which, from a bilateral standpoint, might be interesting for Portuguese partners and Donor States and is seen as relevant for the results of the bilateral initiative.

Normally, eligible expenditure is expenditure incurred in Portugal or Donor States. Expenditure incurred in another territory in the European Economic Area, including travel costs from and to a country other than Portugal and/or Donor States will only be considered eligible if their relevance for the results of the proposed bilateral initiative is recognized by the JCBF.

As to the **type of expenditure**, eligible expenditure is expenditure that complies with the public procurement rules described in point 5.5 of this Manual and that fall within the following direct costs:

- a) Travel expenses directly related to initiative implementation
 - i. Travel, accommodation, and daily expenses of participants in the implemented initiative, if they are essential for their participation and observe the rules and limits established in point 5.4 of this Manual;
 - ii. Transportation costs of human resources allocated to the initiative concerning their participation in partnership meetings or the performance of planned activities, except for travel associated to internal meetings of entities;
 - iii. Travel costs of human resources allocated to the initiative, in their own vehicles, which are estimated based on the amount/km in public administration benchmarks and cannot be exceeded. In the scope of these travels, fuel expenses are not co-paid, but toll expenses are accepted;

- iv. Daily subsistence allowances for human resources allocated to the initiative concerning their participation in partnership meetings or the performance of planned activities, pursuant to point 5.4 of this Manual.
- b) Costs with consumables and other supplies provided that they are identifiable and used exclusively for initiative implementation (e.g. pens, paper, USB drives, among others);
 - c) Costs with the acquisition of services for initiative implementation
 - i. Acquisition of services that are essential for initiative implementation (e.g. printing services, catering services, creation of a dedicated page within the promoter's website);
 - ii. Expenses with trainer fees for initiative execution;
 - iii. Rental of spaces or goods that are strictly necessary for initiative execution (e.g. rental of a venue for an event, rental of sound and audiovisual equipment).
 - d) Costs that arise directly from requirements established when contracting the funding (e.g. disclosure, translations, certification of expenditure of foreign partners).

Normally, **indirect costs** (consumption of electricity, water, communications, etc.) and **human resources costs** arising from initiatives funded by the FBR are not eligible.

Concerning acquisition of services, expenditure on day-to-day administrative services is not eligible, nor is the creation of websites (only the development and/or maintenance of pages within existing websites is considered eligible).

Eligibility rules apply to all initiative costs not only to the amount that is co-paid.

5.4 – Travel Costs

As to travel costs of participants in bilateral initiatives, payment of travels, accommodation, and daily costs is generally as follows:

- a) Travels
Round trips made by participants in bilateral activities are eligible in the scope of the FBR, and the principles of proportionality and economic reasonableness must be observed. For this purpose, the Promoter must choose economy class tickets or equivalent.

Whenever there is the payment of travel costs and/or daily allowances, proof of such travel and participation in the concerned activity must be ensured (e.g. list of conference participants).

- b) Daily subsistence allowances (Per Diem)
Daily subsistence allowances for elements of **foreign participant entities** in bilateral activities are the sum of daily costs (meals, personal expenses, telephone, internet, etc.) and the cost of accommodation that are necessary and essential to their travel. This sum is defined according

to the table adopted by the European Commission on 17/03/2017 and respective amendments, which in the most recent decision from 31/07/2024 sets forth the following daily amounts for travels to Portugal:

Daily Cost	Accomodation	"Per Diem" Total
83€	109€	192€

To calculate the amount that corresponds to daily costs, the stay in Portugal is calculated as the number of actual days where it is proven that the participant was present in the bilateral initiative.

For example:

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

1 – Total Per Diem amount to be paid is 467.00€:

Daily Cost	Accomodation	"Per Diem" Total
83,00€ x 3 = 249,00€	109,00€ x 2 = 218,00€	249,00€ + 218,00€ = 467,00€

2 – Where the participating entity bears the actual accommodation costs, the amount paid concerns only daily costs, i.e. 249.00€.

3 – Where the participating entity chooses to bear the daily costs, the amount paid concerns only accommodation, i.e. 218.00€.

The legal framework for the payment of allowances and expenses for public administration personnel, established by [Decree Law 106/98 of April 24th](#) and respective amendments, applies when a **Portuguese entity travels abroad**.

Alternatively, a simplified cost method can be adopted, using one of the following methods:

Travel Funding via Lump Sum

Under the terms and for the purposes of Article 8.8.2 of the EEAFM 2014-2021 Regulation, travel and allowance costs may be a lump sum per participant.

Travel costs (including accommodation and daily subsistence allowances) can be calculated as a lump sum that corresponds to 900€ per participant/travel for travels of up to 2 days. If the travel is for a longer period of time, each additional day will be paid according to the cost of daily cost and accommodation established in the current European Commission table.

For example:

A participant from a foreign entity travels to Portugal to participate in an initiative and the trip lasts for 4 days.

Base value lump sum (2 days)	2 additional days	Total lump sum
900€	192€ x 2 = 384€	1284€

When entities based on the Autonomous Regions of Azores and Madeira participate in events that take place in mainland Portugal, a lump sum of 250€ per participant/travel can be calculated and added to a lump sum that corresponds to the participation in events that take place abroad.

According to the recommendation of the JCBF, lump sums for travel costs and daily subsistence allowances can include other amounts, provided that the principle of proportionality is observed and considering the type of Bilateral Initiative and involved entities.

Travel costs and daily subsistence allowances can be calculated via lump sum as long as this is expressed in the approved budget and Acceptance Agreement, and according to their terms.

For the verification of costs based on lump sums, the proof of expenditure is limited to the evidence of relevant units⁵, and there is no need to justify actual costs with proof of expenditure (e.g., invoices from the travel agency). However, for these costs to be calculated in this way there must be proof of the travel and participation in the initiative (e.g. list of participants in a conference).

⁵ “Relevant units” are set forth in article 8.12.7 of the EEAFM 2014 Regulation. A relevant unit is, for example, the proof of the number of actual participations in the initiative.

Possible methods for paying travel expenses

- *Payment of actual costs and/or per diem;*
or
- *Lump Sum;*
or
- *Unit costs.*

Travel Funding via Unit Costs

If this proves to be an advantage for the good execution of the bilateral initiative, it is possible to use funding via unit costs. This option may be used on the Promoter or NFP's initiative and must be included in the respective budget.

Art 8.4 of the Regulation
Standard Scale of Unit Costs

For this funding method to be adopted, eligible costs are calculated based on a fixed amount that is pre-established according to predefined conditions for the initiative to take place, considering the principle of proportionality.

Once a fixed amount is established for a given initiative, **it cannot be changed** during or after the initiative has taken place to offset an increase in actual costs or the under utilisation of the available budget.

In the scope of the FBR, **this option is only valid to fund travels, accommodation, and daily subsistence allowances**, provided that it is established in the approved budget and Acceptance Term of the respective bilateral initiative, where the calculation method used must be referred.

The calculation of the fixed amount to fund is subject to the conditions below:

a) Maximum amount for travel

The amount funded for round trips is calculated based on a simple route. The European Commission's "distance calculator" for Erasmus Plus, available at <https://erasmus-plus.ec.europa.eu/resources-and-tools/distance-calculator>, is used to calculate the distance between the origin and destination points.

The amount to establish for each round trip has the maximum limits below:

Eligible costs		Amount for green travels*	Amount for non-green travels	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 km: 285€ per participant.	For distances between 100 and 499 km: 211€ per participant.	Bases on the distance covered by the participant. The travel distances will have to be calculated using the "distance calculator" 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 500 and 1999 km: 417€ per participant.	For distances between 500 and 1999 km: 309€ per participant.	
		For distances between 2000 and 2999 km: 535€ per participant.	For distances between 2000 and 2999 km: 395€ per participant.	
		For distances between 3000 and 3999 km: 785€ per participant.	For distances between 3000 and 3999 km: 580€ per participant.	
		For distances between 4000 and 7999 km: 1188€ per participant.	For distances between 4000 and 7999 km: 1188€ per participant.	
		For distances equal or over 8000km: 1735€ per participant.	For distances equal or over 8000km: 1735€ per participant.	

*Travels where most of the journey is made by low-emission means of transport, such as bus, train, bicycle or car sharing.

For example:

According to the “distance calculator”, the distance between Oslo airport and Lisbon airport is 2,768.75 km.

For a participant who travels from Oslo to Lisbon, maximum funding allowed is 535.00€ for green travels and 395€ for non-green travel. This amount includes the round trip.

b) Maximum amount for daily subsistence allowances (Per Diem)

The maximum amounts for accommodation and daily allowance funding are the amounts defined in the table of allowances adopted by the European Commission on 17/03/2017, and respective amendments, being the most recent Decision from 31/07/2024, under the terms described above.

Exceptionally, the JCBF can define a funding amount that is higher than these limits, and such amount must be transmitted to the FMO.

In case of initiatives funded via Programmes, Programme Operators are responsible for defining the rules for the use of simplified costs to fund travels, accommodation, and daily subsistence allowances of foreign participants.

5.5 – Public Procurement

The execution of expenses in the scope of the FBR is subject to compliance with national and European public procurement laws, both by the Promoter and the partners. This way, the rules of the Public Procurement Code (PPC), [Decree-Law 111-B/2017 of August 31st](#) and subsequent amendments, apply to the acquisition of goods and services under that scope.

The PCC defines which procedure to adopt according to amounts defined for each acquisition to be made. Although the PCC sets forth that prior consultation only applies to acquisitions above 20,000€, for transparency purposes, it should be applied to all acquisitions of goods and services made in the scope of bilateral initiatives. That is, whenever possible, for acquisitions that involve negotiable procedures, the Promoter must consult at least three entities of its choice to comply with the best economic practices and allow for a total and fair competition between potential suppliers. If there is more than one acquisition to the same supplier that corresponds to the same object, the calculation of the legal limits above must be respected for the sum of acquisitions.

*Article 8.15 of the Regulation
Public Procurement*

For entities based in Portugal that are not included in article 2 of the PCC, they must observe the minimum requirements defined in the document “Public Procurement and Financial Procedures

Guidelines”, as direct, full application of PCC standards is not possible.

Non-compliance with PCC rules means that the expenses subject to the PCC become non-eligible for purposes of FBR funding.

5.6 – Excluded Expenses

The expenses below are not eligible in the scope of the FBR:

- a) Interest and charges on debts and late payment fees.
- b) Costs related to bank fees or other purely financial costs, except those related to financial services resulting from impositions of the FMC and/or NFP.
- c) Provisions for losses or potential future obligations.
- d) Risk and exchange losses.
- e) Recoverable VAT.
- f) Expenses that are covered by other sources of funding.
- g) Fines, penalties, and legal fees, as well as other costs associated to litigation, except when such costs are an integral and essential component to achieve initiative results.
- h) Excessive or unreasonable expenses.
- i) Expenses that are not included in the initiative approved by the JCBF.

Article 8.7 of the Regulation
Excluded costs

5.7 – State Aids

The NFP must guarantee that aids granted in the scope of the FBR comply with the applicable rules in terms of EU State Aids.

Particularly important in the scope of the implementation of the FBR is the new De Minimis Regulation (Commission Regulation (EU) 2023/2831 of 13 December 2023 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid) ⁶. This Regulation allows a company to receive up to 300,000€ of de minimis aids for a period of three consecutive years.

To confirm the chance of getting financial aid in the scope of the FBR, the NFP is an entity accredited at Sircaminimis platform by Cohesion and Development Agency (Agency), the Portuguese entity in charge of defining and keeping the central *de minimis* registry under Decree- Law 140/2013 of October 18th and controlling the accumulation of financial benefits.

⁶ Published in the Official Journal of the European Union Series L of 15/12/2023

Any *de minimis* aid that might be granted under the FBR will be registered by the NFP in the platform above managed by the Agency, where the NFP will be able to:

- a) See whether a given Taxpayer ID number has any aids recorded in Sircaminimis (amounts, dates, among other data).
- b) See whether such Taxpayer ID number has any amount available to receive more *de minimis* aids.
- c) Register at Sircaminimis platform the amounts approved.

Considering that the beneficiaries of the FBR can be entities from Donor States of other Beneficiary States in the EU, it is established that the NFP will only register aids granted to beneficiaries based in Portugal, so the rules to be complied with by other entities are the ones established in the Regulation or each country's legislation.

De Minimis Regulation introduced the concept of single company making it mandatory for the company that benefits from the aid to declare whether it is a single company or an independent company, using the declaration template that corresponds to its situation (Annex VI or VII). For this purpose, only associated companies based in Portugal are relevant, because the *de minimis* aid limits that one single company can receive is established by each Member State.

In case of doubt about the *de minimis* aids, you can contact the Public Procurement and State Aid Office of the Agency using the following e-mail address: minimis@adcoesao.pt or the telephone number [\(+351\) 21 881 40 00](tel:+351218814000).

6 – EXECUTION AND PAYMENT

Implementation of bilateral initiatives is subject to follow-up and monitoring by the NFP, which verifies the conditions that were contracted for the initiative and the validity of expenditure reported. Approved funding payment depends on compliance with such conditions.

6.1 – Acceptance Agreement

Funding of bilateral initiatives is contracted via the signing of an **Acceptance Agreement** prepared based on the drafts annexed to this Manual (Annex I, II, and III). Such Acceptance Agreement must be signed, dated, and stamped by the legal representatives of the Programme Operator or Promoter and sent to the NFP within 30 working days from the date of notification of the approval of the bilateral initiative, without prejudice to any other deadline that may be defined by the NFP.

The Acceptance Agreement establishes fund granting conditions, namely:

- a) Scope of aid.
- b) Funding conditions.

- c) Eligible expenses.
- d) Activity timeline.
- e) Total eligible proposed cost.
- f) Maximum funding amount approved.
- g) Grant rate.
- h) Payment method.
- i) Beneficiary's obligations.
- j) Situations where the payment is suspended and/or reimbursed in case of non-compliance.

Funds are only transferred after the referred Acceptance Agreement is signed, provided that all conditions defined thereof are gathered, and after a Social Security clearance certificate, a statement proving that taxes are paid and the Promoter's IBAN, and a signed copy of the Partnership Agreement are presented.

After the Acceptance Agreement is signed, the Promoter must start initiative execution within 90 days, under the penalty of aid revocation and reimbursement of any amount received, except where the Promoter has requested an extension for this deadline or where another deadline was established in the Acceptance Agreement.

It is not expected that any bilateral initiative generates revenue. However, where any bilateral initiative exceptionally generates revenue, such revenue must be previously identified and considered in the calculation of the funding granted and the referred amount must be reused in the initiative. If the revenue was not included in the approved budget, all necessary adjustments to the funded amount must be made when the final payment is made.

6.2 – Initiative's File

Promoters of initiatives funded by the FBR must have a physical and/or digital, updated file with all information and documentation concerning the corresponding initiative. Such file is formed by the original documents below:

- a) Application form and respective annexes.
- b) Communication of the decision of funding approval.
- c) Acceptance Agreement.
- d) Partnership Agreement.
- e) Amendments to Acceptance Agreement and/or Partnership Agreement, if applicable.
- f) Certificates that prove the VAT regime applicable to entities involved in the initiative.
- g) Social Security clearance certificate.
- h) Statement proving that taxes are paid.
- i) Documents that prove the application of the legal framework of public procurement in the acquisition of goods and services made when implementing the initiative.

- j) Proof of expenditure (invoices, receipts and/or other equivalent documents).
- k) Proof of bank transfers made in the scope of partnerships.
- l) Interim and final initiative reports sent to the NFP.
- m) Proof that the activities occurred (minutes, attendance sheets, photos, newspaper articles, among others).
- n) Proof that the initiative was disseminated (photos of materials prepared with the EEA Grants logo, posters, flyers, among others).
- o) Documentation concerning verifications and audits to the initiative.

In the case of the physical file, where it is not possible to include the original documents above in the initiative's file, they must be replaced with copies that must include the exact indication of the location of the respective original documents.

All elements must be available for consultation and can be requested at any time by the entities in charge for the verification, certification and/or audit in the scope of the FBR. Where the file is not updated, the NFP can suspend payments until the Promoter updates the file.

Lack of cooperation or denial of access to referred elements by the Promoter or partner entities may result in fund cancellation and return of all amounts that were already transferred.

This file must be kept at least until **December 31st, 2028**.

6.3 – Management Verification

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

Such verification can be made via administrative and on-site verifications, and proof of expenditure can be requested via sample.

The NFP is responsible for performing management verifications:

- a) To Promoters of bilateral initiatives directly accompanied by the corresponding NFP (predefined initiatives and initiatives selected via open calls).
- b) To Programme Operations as FBR beneficiaries.

The forms and proof of expenditure submitted by the beneficiaries will be subject to validation by the NFP or by an external auditing body duly certified for this purpose

Programme Operators are responsible for performing management verifications regarding bilateral initiatives approved in the scope of the Programmes, and the NFP is only responsible for verifying the good standing of payments made by Programme Operators to their Promoters. All verifications must be documents using checklists.

Expenses incurred are subject to **certification**. This way, proof of reported payments or any additional information required for the good standing of amounts reported can also be requested by the Certification Authority.

6.3.1 – Physical and financial execution report

Promoters must provide the NFP with information about the execution of their initiatives:

a) Progress reports

Promoters must send a progress report of the bilateral initiative (Annex X) every six months after the date of signing of the Acceptance Agreement, except when the duration of such Agreement does not allow so.

b) Interim reports

Where the bilateral initiative's payment plan sets for one or more interim payments for the respective payment, Promoters must send to NFP a report (Annex XI), along with the "FBR_Promoter Expenditure Presentation Form" (Annex IV) and the proofs of expenses incurred to that date.

c) Final balance

Regardless of the delivery of progress and/or interim reports, all Promoters must send a final report to the NFP after the conclusion of the initiatives that were carried out(Annex XII), along the "FBR_Promoter Expenditure Presentation Form" (Annex IV) and the proofs of expenses incurred for the calculation of the final balance.

If interim reports have already been submitted during the implementation of the bilateral initiative, this final report will only include the expenses incurred that have not yet been validated by the NFP.

These reports serve as the basis to management verifications to be performed by the NFP.

6.3.2 – Administrative Verifications

Administrative verifications analyse the "FBR_Promoter Expenditure Presentation Form" submitted by Promoters, or the "FBR_ PO Semiannual Report Form" (Annex V) of Programme Operators, and validates the following:

- a) Compliance of expenditure eligibility with the rules of the EAAF 2014-2021 Regulation and other applicable legislation.
- b) Match between expenditure and the initiative approved.
- c) Compliance of expenditure with FBR rules, namely concerning expenses with partners and with the approved grant rate.

- d) Legal compliance of expenditure proofs and the existence of a proper audit trail.
- e) Compliance with the EEA FM 2014-2021 Regulation and the “Communication and Design Manual – EEA Grants Portugal 2014-2021” concerning information and advertising.
- f) Compliance of reimbursement request and the justification of the use of the advance payment provided.

Concerning the validation of compliance with proofs of expenditure described in subparagraph d), a verification of a sample of at least 30 expenditure documents will be performed. Where the total number of documents is lower, all documents will be subject to verification. The result of the verification made for every payment request will identify the expenditure amount presented by the beneficiary, the expenditure amount that is deemed eligible after the verification, the amount and type of non-eligible expenditure, and the payable amount.

6.3.3 – On-site Verifications

On-site verification covers a random sample with a minimum incidence of at least 20% of the total validated expenditure.

This verification aims to control initiative implementation, namely the provision of the product/service in compliance with the terms and conditions of the agreement, the good standing and legality of the expenditure, and the evidence of compliance with information and advertisement rules by collecting additional proof elements of the actual physical and financial execution of the project.

Promoters are notified in a timely manner of:

- a) Verification date and place;
- b) Documentation to be provided, and
- c) The personnel who must be there to provide the clarifications required (i.e. initiative manager, head of financial department, etc.)

The report originated from each on-site verification will identify the scope of the verification made, technical incidence, and quantification of potential non-eligible expenditure.

6.4 – Payments

Payment conditions are defined in the **Acceptance Agreement** and the transfer of funds to co-pay for expenses incurred in the scope of the FBR will start after the Acceptance Agreement has been signed and returned along with the rest of the required documentation and provided that the conditions defined thereof are complied with.

6.4.1 – Bank account

The Promoter must indicate a bank account to be used for all financial movements of the initiative funded by the FBR. This account will receive the funded amount and will also be used by the Promoter

to pay all expenses concerning funded initiatives.

The Promoter must send the proof document stating that it holds such account to the NFP.

6.4.2 – Payments

For bilateral initiatives with funding up to 15,000€ and execution deadline up to 12 months, co-payment is made as follows:

- a) 60% of advance payment.
- b) 40% after calculation of final balance.

For bilateral initiatives with funding higher than 15,000€ and/or execution deadline higher than 12 months, co-payment is made as follows:

- c) 40% of advance payment.
- a) 40% of interim payment.
- b) 20% after calculation of final balance.

In exceptional cases, the JCBF can approve another payment plan.

For each payment request, the Promoter must present a Social Security clearance certificate, a statement proving that taxes are paid.

Concerning reimbursement requests concerning **costs incurred by partner entities** in the scope of a Partnership Agreement, the respective amounts are included in the payment requests submitted by the Promoter. The latter is responsible for paying the partners according to the rules set forth in the Partnership Agreement.

Article 8.12 of the Regulation *Proof of Expenditure*

Where partner entities are based in foreign countries, the Promoter can choose to submit the proof of expenditure as a report written in English prepared by a certified auditor.

The Promoter and partner entities are responsible for keeping records and proofs of bank transfers made in the scope of the execution of the Partnership Agreement.

For the purposes of clearing the final balance, the Promoter must submit the final report provided for in point 6.3.1(c) to the NFP no later than 30 days after the final date for eligibility of expenditure for the respective bilateral initiative. The final balance will be cleared by verifying the expenses incurred and paid, confirming the completion of the planned activities and that the objectives set out in the Acceptance Agreement have been achieved.

Clearance of the final balance may result in one of three situations:

- Full payment of the last instalment of funding, when the budget has been fully implemented and the total expenditure submitted is considered eligible;

- Partial payment of the final instalment, when applying the approved funding rate to the total eligible expenditure of the initiative results in an amount lower than the maximum amount of funding approved. In this case, the amount in excess will be withheld;
- Withholding of the last instalment and return of the amount not executed, when the application of the approved funding rate to the total eligible expenditure of the initiative shows that not all the funds already transferred as an advance to the promoter of the bilateral initiative have been executed.

For bilateral expenditure incurred by Programme Operators directly, these must be reported periodically by the NFP to the Certifying Authority. To this end, Programme Operators must report such expenditure to the NFP using the annexed “FBR_ OP Semiannual Report Form”, along with all the proofs of expenditure, after the end of the semester where the expenditure was incurred. The deadline for reporting such expenditure is January 15th and July 15th of each year.

6.5 – Monitoring and Audits

The implementation of bilateral initiatives is subject to regular, continuous monitoring by the NFP to follow its progress and the compliance with goals and targets agreed.

These procedures include:

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

In addition to the analysis of reports sent regularly by Programme Operators and Promoters, the NFP will also hold follow-up meetings with initiative promoters and perform on-site verifications of bilateral initiative documents.

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

Evidence of reported expenditure must be presented during the audit. Proof of expenditure must match reported amounts, confirm the legality and good standing of eligible expenditure, and guarantee a proper audit trail.

6.6 – Changes to the Initiative

In duly justified cases, the NFP can accept changes to the bilateral initiative after the respective Acceptance Agreement has been signed, provided that such change does not imply the increase of the amount to be funded and/or respective grant rate.

Requests for change are sent to the NFP along with detailed information that justifies the need for such amendment via the following electronic mail address: bilateralrelations@eeagrants.gov.pt

Cases where there are substantial amendments are reviewed by the JCBF, and the decision is communicated to the NFP also via electronic mail.

Substantial amendments are, for instance:

- Adjustments to the deadlines and eligibility period that allow for the fulfilment of obligations and within the period of execution and eligibility of the Bilateral Relations Fund. This extension must be necessary for the full realisation of the project's objectives and results;
- Justified changes and substitutions to the results framework and objectives that do not affect the scope, quality, bilateral objectives or the approved budget;
- Substantial adaptation of the timetable of activities, deliverables and outputs with an impact on the project budget and implementation timeframe, without altering the scope of the project or the bilateral objectives;
- Justified substitutions in the composition of the partnership that do not alter the scope, budget, quality, timetable and objectives of the approved call, with the corresponding justification of the suitability and guarantees of the substitution, including bilateral objectives;
- Adjustments to budget headings of more than 20 per cent of the total approved budget;
- Inclusion of new partners that improve the quality of the project, but without altering the budget, quality, timetable and objectives of the approved call, with the corresponding justification of the appropriateness of this inclusion, including bilateral interest;
- Modifications that could jeopardise the positioning of the initiative in relation to the selection criteria that served as the basis for the corresponding funding decisions.

Where the change is accepted, it must be included in the Acceptance Agreement via an addendum.

In the case of non-substantial changes, the NFP evaluates the proposed changes. If it considers that these do not imply a significant impact on the objectives and results, do not interfere with the implementation timeframe of the initiative and do not affect the budget beyond the 20 per cent rule, approval of acceptance will be communicated via email or when analysing the reports.

6.7 – Irregularities

According to Article 12.2 of the Regulation, an irregularity means a breach of the legal framework of the EEAFM 2014-2021 as defined in Article 1.5 of the Regulation, as well as of any provision of EU or Beneficiary State legislation, which affects or jeopardises any phase of the implementation of the EEAFM.

**Chapter 12 of the
Regulations
Irregularities**

Irregularities may be established following the intervention of the various entities with responsibilities in the EEAFM or following complaints or claims submitted through the irregularity alert provided for in Article 12.7 of the Regulation.

Amounts that had already been paid by the FBR but that are deemed non-eligible because they constitute irregularities may result in the suspension of payments until the situation identified has been regularized, or the loss of funding, in whole or in part, of the approved funding and the obligation to repay (in whole or in part) the amounts.

Without prejudice to the causes of cancellation set forth in the applicable legislation, funding cancellation may occur for the following reasons:

- a) Non-compliance with obligations set forth in the Acceptance Agreement and/or Partnership Agreement by the Promoter or its partners.
- b) Giving false information about the Promoter or its partners or tampering with data on submission, evaluation, or monitoring of such data.

In case of funding cancellation, the Promoter must return all amount received plus interest at legal rate in force within a maximum of 30 days after it has been notified by the NFP. If such amounts have not been reimbursed voluntarily by such deadline, there will be a forced recovery procedure carried out by the relevant services of the Certifying Authority.

6.8 – Return of funds

The administrative nature of the NFP EEA FM, created by Resolution of the Council of Ministers no. 73/2023, of 14 July, which acts under the authority of the member of the Government responsible for the planning area, gives rise to the power of public authority and the rules laid down in the Acceptance Agreement are subject to Administrative Law.

The Promoter of the initiatives may return the funds, based on an obligation of restitution with an obligatory source in unjust enrichment, to refund all the sums that have been delivered (advanced), with a view to realizing an effect that has not taken place, under the terms of article 473, paragraph 1, in fine, of the Portuguese Civil Code, in the following cases:

- a) When verification of the expenditure has resulted in an unfavourable assessment that determines it, in whole or in part, as ineligible, because the eligibility rules laid down in the Regulations and the FBR Manual have not been complied with;
- b) When sufficient expenditure has not been incurred for the provision granted to the promoting organization via the advance;

In the event of a refund, the promoter of the initiative is regularly notified by electronic means of the request for voluntary payment, within the deadline set and indicating the bank account intended for such payment.

Article 179 of the Portuguese Code of Administrative Procedure stipulates that if, by virtue of an administrative act, pecuniary instalments have to be paid to a public legal person, or by order thereof, in the absence of voluntary payment within the prescribed period, the tax enforcement procedure follows, as regulated in the tax procedure legislation' (no. 1), in which case "the competent body issues, under the legal terms, a certificate with the value of an enforcement order, which it sends to the competent tax administration department, together with the administrative process" (no. 2).

The enforced debt is subject to tax enforcement proceedings, under the terms of article 148(2) of the Portuguese Code of Tax Procedure and Proceedings, which states that 'other debts to the State and other legal persons governed by public law that must be paid by virtue of an administrative act' (point a) and 'Refunds or repayments' (point b) can be collected through such proceedings.

All notifications, as they constitute unfavourable administrative acts, must expressly enshrine the right to a prior hearing, under the terms of article 121, in conjunction with article 122 of the Code of Administrative Procedure, approved by Decree-Law no. 4/2015, of January 7, in its current wording, in order to make a decision on the request for the return of funds. This judgement must be made in writing and consultation of the case file is always offered, made possible by electronic means, upon request at least 2 days in advance.

7 – COMMUNICATION

Communication is extremely important for this financial mechanism, which includes the FBR.

Dissemination to the public is as relevant as the initiatives developed in the scope of the FBR. It is also essential that the contribution of the EEA Grants to those initiatives is disseminated, especially the role of bilateral relations with Donor States.

In this sense, there are EEA Grants communication requirements and guidelines that Promoters must follow when implementing their initiatives. To that end, the NFP prepared the "**Communication and Design Manual – EEA Grants Portugal 2014-2021**", which is available on the EEA Grants Portugal website: www.eeagrants.gov.pt.

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

8 – GLOSSARY

Partnership Agreement	Agreement between initiative Promoter and Partner(s) for partnership development. It establishes the roles and responsibilities of the parties, as well as the budget and expenses allocated to the participation of partners.
Bilateral Fund Agreement	The FBR is governed by the Bilateral Fund Agreement signed by the FMC and the National Focal Point, which establishes the dimension and objective 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 fund allocation.
Audit Authority (IGF)	National public entity (Inspectorate-General of Finances), which is functionally independent of the National Focal Point, Certifying Authority and Programme Operators, appointed by Portugal as a Beneficiary Country, responsible for verifying the compliance of previously approved Management and Control Systems.
Certifying Authority (ADC)	National public entity (Cohesion and Development Agency) functionally independent of the National Focal Point, Certifying Authority and Programme Operators, appointed by Portugal as a Beneficiary Country, responsible for certifying financial reports.
Irregularities Authority (IGF)	National public entity (Inspectorate-General of Finances), which is functionally independent of the National Focal Point, Certifying Authority and Programme Operators, appointed by Portugal as a Beneficiary Country, responsible for recording and reporting detected irregularities to the FMO.
Open Call Text	Notice of open call for the allocation of funds available for bilateral initiatives, including funding allocation conditions, namely amounts, grant rates, deadlines for proposal submission, selection criteria, etc.
Expenditure Certification	Formal procedure by which the Certifying Authority declares to the FMO that presented expenditure is eligible, is justified with paid invoices or other accounting documents with similar probative value, or physical indicators of the performance, in case of simplified costs, and that were made in the scope of activities that were duly approved for funding.
Eligible Expenditure	Expenditure identified and clearly associated to the completion of an activity whose nature and performance data comply with the EEAFM 2014-2021 legal framework and with the other applicable national and community rules.

Donor Programme Partner (DPP)	Public entity of a Donor Country appointed by the FMC to assist with the preparation and implementation of a Programme agreed under upon in the MoU.
Description of Management and Control Systems (DSGC)	Description of Management and Control Systems established between the National Focal Point, Audit Authority, and Certifying Authority, or established by each Programme Operator, where there is a description of the organizational structure, expenditure analysis procedures, monitoring and report, certification and audits, etc.
Partnership Entity of Donor Country	Entity involved and which gives an actual contribution to the implementation of the bilateral initiative, based in one of the Donor States.
Financial Mechanism Committee (FMC)	Committee created by the Donor States that aims to manage the European Economic Area Financial Mechanism and that is formed by representatives of the corresponding Ministries of Foreign Affairs.
Financial Mechanism Office (FMO)	Office that helps the FMC manage the European Economic Area Financial Mechanism and serves as a contact point.
Fund for Bilateral Relations (FBR)	Fund with a minimum of 2% of the total allocation of the Beneficiary Country that aims to strengthen bilateral relations between Donor States and the Beneficiary Country, managed by the NFP, in particular, to promote co-operation between its institutions and people at the administrative, political, private sector, academic and civil society levels.
Bilateral Initiative	Initiatives formed by one or multiple activities, implemented under a partnership with entities from Donor States, that contribute to the strengthening of bilateral relations, through the promotion of strategic cooperation, network, exchange of knowledge and other joint actions.
Irregularity	An irregularity is a violation of the EEA FM 2014-2021 legal framework and other applicable legislation, namely public procurement laws.
Joint Committee for Bilateral Funds (JCBF)	Committee headed by the National Focal Point to discuss bilateral interest questions, decide on the use of the fund for bilateral relations, and analyse progresses in the implementation of the EEA FM 2014-2021, to reach the goal of strengthening bilateral relations between Donor States and Beneficiary States.
Memorandum of Understanding (MoU)	Document defining the entities, programmes, donor country partners, bilateral ambitions and funding amounts. This document serves as a guide for the implementation of the EEA FM, ensuring that all parties involved are clear about their responsibilities, goals and the financial resources available to achieve desired results.

European Economic Area Financial Mechanism (EEA FM)	Financial Mechanism created in the scope of the European Economic Area, by means of which Donor States fund 15 Beneficiary States, initiatives, and projects in multiple programme areas, which aims to reduce economic and social disparities and strengthen bilateral relations between Donor States and Beneficiary States.
Programme Operator (PO)	Public or private entity appointed in the MoU responsible for Programme preparation and implementation.
Beneficiary States	Fifteen EU Member States with the greatest deviations from the average European GDP per capita, including Portugal, eligible as beneficiaries of the European Economic Area Financial Mechanism.
Donor States	Iceland, Liechtenstein, and Norway, Countries that belong to the EFTA Association and that have signed the Treaty of Accession to the European Economic Area and that contribute with funding to the EEAFM.
Programme	Structure with the definition of a development strategy, with a coherent set of measures and indicators to perform via projects funded by the EEAFM 2014-2021, destined to achieve the agreed goals and results.
EEAFM 2014-2021 Legal Framework	Formed by the EEAFM 2014-2021 Regulation, Protocol 38C of the European Economic Area Agreement, the Memorandum of Understanding, Programme Agreements, and Guidelines adopted by the FMC.
Grant rate	Co-payment given by the EEAFM 2014-2021 for the implementation of approved programmes, projects, and initiatives, corresponding to a percentage of the total eligible cost of such programmes, projects, and initiatives.
Acceptance Agreement	Document signed by Promoters of bilateral initiatives that establishes the conditions for the allocation of funds.
National Focal Point (NFP)	The National Focal Point for the European Economic Area Financial Mechanism 2014-2021 is created under the Resolution of the Council of Ministers no. 39/2017 of March 10 th , amended by the Declaration of Amendment no. 14/2017 of April 24 th , and is for the compliance with all obligations defined in the respective EEAFM 2014-2021 Regulation and Memorandum of Understanding. Also, considering the continuity of NFP mission in the next mechanism, Council of Ministers Resolution 73/2023 of 14 July came into force on 17 July 2023, creating the National Focal Point for the European Economic Area Financial Mechanism 2021-2027.

9 – ANNEXES

Annex I – Acceptance Agreement Draft for Programme Operators.

Annex II – Acceptance Agreement Draft for Predefined Initiatives.

Annex III – Acceptance Agreement Draft for Initiatives selected via open calls.

Annex IV – FBR_Promoter Expenditure Presentation Form Draft

Annex V – FBR_OP Semiannual Report Form Draft

Annex VI – Declaration of Single Company

Annex VII – Declaration of Independent Company

Annex VIII – Predefined Initiative Description Form

Annex IX – Partnership Agreement Template

Annex X – FBR_Bilateral_Progress_Report

Anexo XI – FBR_Bilateral_Interim_Report

Anexo XII – FBR_Bilateral_Final_Report

Anexo XIII – Certification of costs claimed by donor partner

ANNEX I

EUROPEAN ECONOMIC AREA FINANCIAL MECHANISM 2014-2021

**ACCEPTANCE AGREEMENT FOR FUND ALLOCATION
IN THE SCOPE OF THE FUND FOR BILATERAL RELATIONS AT A NATIONAL LEVEL
– PROGRAMME OPERATORS –
(Issued in Duplicate)**

Programme Operator:

Programme:

1. The Programme Operator _____, with registered office at _____, tax identification number _____, represented by _____, identification card number _____, tax identification number _____, signing in the capacity of _____ and with legal powers for this act, hereby declares to know and accept the allocation of the Fund for Bilateral Relations (FBR) in the amount of _____ euros as defined in the Memorandum of Understanding (MoU) for the implementation of the European Economic Area Financial Mechanism (EEAFM) 2014-2021, signed on May 22nd, 2017.
2. The Programme Operator hereby declares to know the EEAFM 2014-2021 legal framework, particularly the EEAFM 2014-2021 Implementation Regulation (hereinafter Regulation).
3. FBR funding is made by the National Management Unit (UNG), which acts as the EEAFM 2014-2021 National Focal Point and managing entity of the FBR at a national level.
4. The amount allocated in the MoU will be transferred, as ordered by the NFP, by the General Secretariat of the Presidency of the Council of Ministers, to the bank account indicated by the Programme Operator with IBAN _____, after this Acceptance Agreement is signed and sent to the NFP, along with a statement from the Tax Authorities proving that taxes are paid, a Social Security clearance certificate, and a declaration showing that the Programme Operator is the holder of such bank account.
5. The advance payment of 50,000 euros received by the Programme Operator directly from the Financial Mechanism Office (FMO), pursuant to Article 4.6.4 of the Regulation is deemed included in Programme allocation defined in the MoU and referred above in Clause 1.
6. The Programme Operator hereby declares to know that it is subject to the follow-up, monitoring, assessment, and control of the good execution and compliance with the obligations in this Acceptance Agreement, to be made by the National Focal Point; by the Inspectorate-General of Finances, as an Audit Authority; by the Cohesion and Development Agency, as a Certifying Authority; by the Financial Mechanism Office (FMO), and by the EFTA Board of Auditors.

7. The Programme Operator undertakes to comply with all obligations of FBR beneficiaries, under the Regulation, applicable legislation, and the provisions of this Acceptance Agreement, namely:
- a) Keep access conditions concerning the registration of the FBR support always valid.
 - b) Keep organized accounts, according to the applicable accounting plan.
 - c) Provide, within deadlines, all elements that are requested by the relevant entities in terms of follow-up, monitoring, assessment, and control in the scope of the EEAFM 2014-2021, as referred in Clause 6.
 - d) Make sure that FBR financial support is used in strict respect by the Regulation and applicable national and community legal provisions, especially those pertaining to public procurement and state aids.
 - e) For purposes of expenditure verification, the Programme Operator must present the following documents by January 15th and July 15th of each year:
 - i. Eligible expenditure form, whose template will be available at www.eeagrants.gov.pt;
 - ii. Expenditure documents (invoices, contracts, etc.) and proof of payment for expenses incurred directly by the Programme Operator, in digital format, that show the amounts in the eligible expenditure form.
 - iii. Documents concerning payments made by the Programme Operator to selected beneficiaries (funding contracts, bank transfers, etc.).
 - iv. Description of compliance with applicable procedures concerning public procurement and state aid rules.
 - v. Report of developed activities and achieved results, highlighting the contribution to the strengthening of bilateral relations between national entities and Donor States.
 - vi. Any other documentation that is required by the NFP and is deemed essential for correct expenditure verification.
 - f) Notify the NFP immediately of any changes or events that compromise or might compromise the requirements of the FBR financial support.
 - g) Document the execution of bilateral activities and make sure such documentation is organised and always available for consultation by entities involved in follow-up, monitoring, assessment, and control procedures.
 - h) Advertise the EEA GRANTS financial support to the Bilateral Initiative in a visible way via the appropriate means.
 - i) Comply with the requirements and guidelines of the “Communication and Design Manual - EEA Grants Portugal 2014-2021”.
 - j) Allow access to places where there are elements and documents required for the follow-up, monitoring, assessment, and control by the NFP and other entities mentioned in Clause 6, under the penalty of revocation of the decision of financial support and reimbursement of the totality of the support.

- k) Deliver a final report to the NFP highlighting the physical and financial execution of Bilateral Initiatives, as well as its main results and contribution to the strengthening of bilateral relations between national entities and the entities of Donor States in the scope of the Programme.
 - l) Keep available all documents concerning financial support and execution of Bilateral Initiatives at least until December 31st, 2028.
8. As described in Article 1.5 of the Regulation, the EEAFM 2014-2021 legal framework applies to everything that is not set forth in this Acceptance Agreement.
 9. Non-compliance with any of the obligations established in this Acceptance Agreement gives the NFP the right to suspend payment.
 10. Where non-compliance is not solved and in case of suspicion or existence of irregularities in the use of the FBR, payment will be cancelled, and the Programme Operator will return all amounts received, plus interest in arrears at the legal rate in force.

Signed on _____

The Programme Operator

(Signature and Stamp)

ANNEX II

EUROPEAN ECONOMIC AREA FINANCIAL MECHANISM 2014-2021

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

Bilateral Initiative No.: FBR/
Bilateral Initiative Title:
Promoter of Bilateral Initiative:

In the scope of the execution of predefined bilateral initiatives supported by the Fund for Bilateral Relations (FBR) of the Financial Mechanism of the European Economic Area 2014-2021 (EEAFM 2014-2021), the referred Bilateral Initiative is expected to be performed as approved by the Joint Committee for Bilateral Funds (JCBF).

The Programme Operator, _____, with registered office at _____, tax identification number _____, represented by _____, identification card number _____, tax identification number _____, signing in the capacity of _____ and with legal powers for this act, hereby declares to know the decision of the JCBE concerning the support to the initiative referred by the National Focal Point (NFP).

Clause 1

Object

1. The purpose of these Acceptance Agreement is to grant financial support for the initiative _____, for which the respective plan and detailed budget were presented with an estimated total cost of _____ Euros (_____), as shown in Annex 1, which forms an integral part of these Acceptance Agreement, and which have been accepted in their precise terms by the JCBF.
2. The financial support is provided by the NFP, which acts as the National Focal Point of the EEAFM 2014-2021 and the managing body of the FBR at national level, and corresponds to the financing of eligible expenses up to the maximum amount of _____ € approved by the JCBF, as shown in Annex 1, with a financing rate of ____%.
3. The start date of the approved initiative, which determines the start of eligibility of expenditure, is the date of signature of this Acceptance Agreement, and therefore expenditure prior to the date of signature is not considered eligible.
4. The final date for the material conclusion of the approved initiative is _____, in accordance with Annex 1. The eligibility period for expenditure ends on the 30th day after the approved material conclusion, and the eligibility period may not exceed 30 April 2025.

Clause 2

Payments

1. Payment of the financial support will be made by means of an advance of _____% of the approved budget, paid in accordance with the following paragraph, [interim payment(s) of _____ %] and a final payment of up to _____% in accordance with paragraph 3 of this Clause.
2. The amount of the advance shall 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, together with the Partnership Agreement(s), proof of regularised status with the Tax Authority and Social Security and proof of ownership of the IBAN referred to in this Clause.

3. The payment of the remaining amounts must be transferred by SG PCM to the bank account indicated by the Promoter of the Bilateral Initiative following an order from the UNG to that effect, which must take place after verification of the expenses submitted, under the terms of paragraph 3 of Clause Four.

Clause 3

Promoter's obligations

1. The Promoter of the Bilateral Initiative undertakes to:

- a) Fully implement the approved Bilateral Initiative, under the exact terms set out in Annex 1;
- b) At all times maintain the conditions of access relating to the registration of the approved financial support, including the maintenance of a regularised situation with the tax authorities and social security, providing evidence of this to the NFP when requested;
- c) Allow access to the locations where the elements and documents required for follow-up, monitoring, evaluation, control and auditing are located;
- d) Provide, within the established deadlines, the elements requested by the entities with powers to monitor, evaluate, control and audit the entities listed in Clause Five;
- e) Keep all data and documents relating to the implementation of the initiative and the financial support until at least 31 December 2028, and under the terms set out in the applicable national and EU legislation;
- f) Ensure that the financial support granted is used in strict compliance with the applicable national and EU legal provisions, in particular the provisions on public procurement, as well as the legal framework of the applicable EEA FM 2014-2021;
- g) Respect the principles of transparency, competition and good management of public money, in order to prevent situations that could constitute a conflict of interest, particularly in relations with their suppliers or service providers;
- h) To have organised accounts, in accordance with the accounting plan applicable to it;
- i) Visibly publicise that the Bilateral Initiative is funded by the EEA Grants and comply with the requirements and guidelines of the 'Communication and Graphic Standards Manual - EEA Grants Portugal 2014-2021';
- j) Cede the right to use and authorise the dissemination of information relating to the bilateral initiative on the EEA Grants Portugal website, and in any communication actions promoted by the NFP on the EEA Grants, without prejudice to respect for the legal obligations due for the processing of personal data;
- k) Immediately notify the NFP of any changes, circumstances, events or occurrences that may alter the assumptions regarding the financial support granted, as well as the realisation of the Bilateral Initiative, under the approved terms;
- l) Ensure that the expenses submitted are not subject to any other source of funding, national or from other funds, of any nature, without prejudice to co-financing, under the terms in which it has been applied and approved;
- m) Submit a progress report on the Bilateral Initiative every six months from the signing of this Acceptance Agreement, if it has not submitted the Interim Report by the same deadline;
- n) Submit to the NFP, with the last payment request and no later than 30 days after the final date of eligibility of expenditure, a final report evaluating the results, showing the physical and financial execution of the initiative, as well as its contribution to strengthening bilateral relations between national organisations and organisations from donor countries;
- o) Return to the NFP the amounts that have been deemed ineligible and the amounts remaining when the final balance of the initiative is calculated, as well as those resulting from non-compliance with this acceptance agreement or that have been unduly received, within 30 days of notification to this effect.

Clause 4

Provisions on expenditure implementation

1. The eligible expenditure of the Bilateral Initiative, for the purposes of granting non-repayable financial support, is that which is entered in the plan and budget set out in Annex 1, which falls within the categories of expenditure described in Article 8.8 of the EEA FM 2014-2021 Implementing Regulation and in accordance with

the general principles of eligibility of expenditure referred to in Article 8.2 of the Regulation and the FBR Manual.
2. The proofs of expenditure to be submitted by the Promoter are exclusively those relating to the approved Bilateral Initiative.

3. For the purposes of verifying expenditure, the following must be submitted:

- i. the expenditure submission form, a model of which is available at www.eeagrants.gov.pt;
- ii. a copy of the expenditure and discharge documents (invoices, bank transfers, etc.), in digital format, proving the amounts set out in the form for the submission of eligible expenditure requested by the NFP;
- iii. description of compliance with applicable procedures relating to public procurement rules and, where applicable, state aid;
- iv. report on the activities carried out and the results achieved, without prejudice to the reports that have taken place under the terms of paragraph m) of Clause Three and the final report due under the terms of paragraph n) also of Clause Three;
- v. proof of regularised status with the Tax Authority and Social Security;
- vi. other documentation required by the NFP and considered indispensable for the correct verification of expenditure.

Clause 5

Entities with control functions

1. The follow-up, monitoring, evaluation and control of the proper execution and fulfilment of the obligations resulting from this Acceptance Agreement are carried out by the NFP, as the National Focal Point, by the General Inspection of Finances, as the Audit Authority, by the Agency for Development and Cohesion, I.P. as the Certification Authority, by the *Financial Mechanism Office* (FMO) and by the *EFTA Board of Auditors*.

Clause 6

Non-compliance

1. The Promoter of the Bilateral Initiative is obliged to fulfil all the obligations set out in the Acceptance Agreement under penalty of revocation of the financial support decision.
2. Failure to comply with any of the established obligations, which can be regularised, entitles the NFP to suspend payments requested until the situation in question is regularised, within a maximum of 15 working days from the date of the respective notification by the NFP, which will list the terms of compliance.
3. Failure to regularise the situation within the terms and deadlines set out in the previous paragraph gives the NFP the right to revoke the financial support and refund all amounts received by the Promoter, plus interest for late payment at the legal rate in force.
4. Cases that constitute well-founded suspicions of irregularity, fraud and violations of rules expressly provided for in Portuguese law, Community legislation and the Regulation, determine the immediate revocation of financial support and the refund of all amounts that had been received by the Promoter, plus interest for late payment at the legal rate in force.
5. Failure to fulfil the repayment obligation in the cases provided for gives rise, under the legal terms, to the issue of an enforceable certificate. The enforceable debt is subject to tax enforcement proceedings, under the terms of article 148(2) of the Portuguese Tax Procedure Code.

Clause 7

Omissions

1. Portuguese law and the legal framework of the EEAFM 2014-2021 shall apply to any cases not covered by this Acceptance Agreement and the FBR Manual, pursuant to Article 1.5 of the Regulation.

Clause 8

Applicable jurisdiction

1. The Lisbon Administrative and Fiscal Court shall have jurisdiction to settle any disputes arising between the contracting parties.



EEA Grants Portugal

Mecanismo Financeiro do Espaço Económico Europeu
European Economic Area Financial Mechanism
Unidade Nacional de Gestão
National Focal Point

Signed on _____

(Signature and stamp)

ANNEX III

EUROPEAN ECONOMIC AREA FINANCIAL MECHANISM 2014-2021

**ACCEPTANCE AGREEMENT FOR THE APPROVAL OF FINANCIAL SUPPORT
FROM THE FUND FOR BILATERAL RELATIONS AT A NATIONAL LEVEL**

- CALL # -

(Issued in Duplicate)

Bilateral Initiative No.:

Bilateral Initiative Title:

Promoter of Bilateral Initiative:

1. The Promoter of the Bilateral Initiative has requested financial support following the open call notice for the submission of applications funded by the Fund for Bilateral Relations (FBR) of the European Economic Area Financial Mechanism (EEAFM) 2014-2021, under the terms of the application annexed to this Acceptance Agreement (**Annex I – Application Form** and **Annex II – Budget/Timetable**).
2. The Promoter of the Bilateral Initiative _____, _____, with registered office at _____, tax identification number _____, represented by _____, identification card number _____, tax identification number _____, signing in the capacity of _____ and with legal powers for this act, hereby declares to accept the decision of the National Focal Point (NFP) of the EEAFM 2014-2021 and managing entity of the FBR at the national level for the approval of financial support, pursuant to the recommendation of the Joint Committee for Bilateral Funds (JCBF).
3. The financial support corresponds to funding at a rate of __% of eligible expenditure up to a maximum of the total budgeted cost of _____€ presented by the Promoter of the Bilateral Initiative and approved by the NFP, after the recommendation of the JCBF, pursuant to Annex I, with a maximum funding limit of _____€.
4. The Promoter of the Bilateral Initiative undertakes to implement the accepted Bilateral Initiative under the exact terms of the approved application and to fully comply with such terms.
5. The Promoter of the Bilateral Initiative hereby declares to know the EEAFM 2014-2021 legal framework, particularly the EEAFM 2014-2021 Implementation Regulation (hereinafter Regulation), the FBR Manual, and the Communication and Design Manual - EEA Grants Portugal 2014-2021, available at www.eeagrants.gov.pt.
6. The Promoter of the Bilateral Initiative hereby declares to know that the payment of financial support includes an advance payment up to ___% of the approved budget and reimbursement of eligible expenditure that is validated.
7. The Promoter of the Bilateral Initiative hereby declares to know that the advance 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 IBAN [_____],

as ordered by the NFP, after receiving this Acceptance Agreement duly signed, along with the Partnership Agreement(s), a statement from the Tax Authorities proving that taxes are paid, a Social Security clearance certificate, and a declaration showing that the Beneficiary Entity is the holder of such bank account.

8. The rest of the payments will be made via transfer by the SG PCM to the bank account indicated by the Promoter of the Bilateral Initiative, as ordered by the NFP, and after expenditure verification under the provisions of subparagraph h) of Clause 13.
9. The Promoter of the Bilateral Initiative hereby declares to know that the eligible expenditure concerning the Bilateral Initiative, for purposes of non-refundable grants, is the expenditure described in the application and respective annexes, which fall within expenditure categories set forth by Article 8.8 of the Regulation for the Implementation of the EEAFM 2014-2021 and according to the general principles of expenditure eligibility referred in Article 8.2 of the Regulation and to the FBR Manual, and are included in the open call notice and formal application analysis.
10. The Promoter of the Bilateral Initiative hereby declares to know that the starting date for expenditure eligibility is the date of notification of the final decision for the approval of the support to the application by the NFP and that the ending date for expenditure eligibility is [to be defined pursuant to the Bilateral Initiative plan, but always before April 30th, 2025].
11. The Promoter of the Bilateral Initiative hereby declares to know that the deadline for the execution of the Bilateral Initiative is [date], pursuant to the detailed description presented (**Annex I**), and that the starting date of the execution of the Bilateral Initiative is the oldest of the invoices that prove its material execution, which cannot be prior to the date of notification of the decision for application approval.
12. The Promoter of the Bilateral Initiative hereby declares to know that it is subject to the follow-up, monitoring, assessment, and control of the good execution and compliance with the obligations in this Acceptance Agreement, to be made by the National Focal Point; by the Inspectorate-General of Finances, as an Audit Authority; by the Cohesion and Development Agency, as a Certifying Authority; by the Financial Mechanism Office (FMO), and by the EFTA Board of Auditors.
13. The Promoter of the Bilateral Initiative undertakes to comply with all its obligations as a beneficiary entity, under the penalty of revocation of the decision of financial support and reimbursement of the totality of the amounts received, under the Regulation, applicable legislation, and the provisions of this Acceptance Agreement and the FBR Manual, namely:
 - a) Keep access conditions concerning the registration of approved financial support always valid, including keeping the good standing of its tax and social security status, presenting evidence to the NFP of the EEAFM 2014-2021 when requested.
 - b) Make sure that financial support is used in strict respect by the applicable national and community legal provisions, especially those pertaining to public procurement and State Aids, as well as the applicable EEAFM 2014-2021 legal framework.
 - c) Execute the Bilateral Initiative pursuant to this Acceptance Agreement and the application (Annex I), making sure that goals are achieved with due diligence and under the conditions set forth.

- d) Provide proof of expenditure that concern the approved Bilateral Initiative only, pursuant to the provisions of subparagraph h) below.
- e) Provide, within deadlines, all elements that are requested by the relevant entities in terms of follow-up, monitoring, assessment, and control in the scope of the EEAFM 2014-2021, as referred in Clause 12 of this Acceptance Agreement.
- f) Notify the NFP immediately of any changes or events that compromise or might compromise the requirements of the financial support, as well as the execution of the Bilateral Initiative under the approved terms.
- g) Keep organized accounts, according to the applicable accounting plan.
- h) For purposes of expenditure verification, the following must be presented:
 - i. Expenditure form, whose template is available at www.eeagrants.gov.pt.
 - ii. Copy of expenditure and payment documents (invoices, bank transfers, etc.), in digital format, that show the amounts in the eligible expenditure form that are requested by the NFP.
 - iii. Description of compliance with applicable procedures concerning public procurement rules and, when applicable, state aid rules.
 - iv. Report of developed activities and achieved results, without prejudice to reports that have been made under the terms of subparagraph k) and the final report under the terms of subparagraph o).
 - v. Statement from the Tax Authorities proving that taxes are paid and a Social Security clearance certificate.
 - vi. Any other documentation that is required by the NFP and is deemed essential for the correct verification of payment request, within 10 working days.
- i) Make sure that presented expenditure is not funded by other funding source, without prejudice to the co-funding that the Promoter of the Bilateral Initiative has undertaken.
- j) Document the execution of the Bilateral Initiative and make sure such documentation is organised and always available for consultation by entities involved in follow-up, monitoring, assessment, and control procedures.
- k) Present a progress report of the Bilateral Initiative every six months after the signing of this Acceptance Agreement, in case the expenditure presentation form was not presented in such period under the terms set forth in subparagraph h).
- l) Advertise in a visible way that the Bilateral Initiative is funded by the EEA GRANTS.
- m) Comply with the requirements and guidelines of the "Communication and Design Manual - EEA Grants Portugal 2014-2021".
- n) Allow access to places where there are elements and documents required for the follow-up, monitoring, assessment, and control by the NFP of the EEAFM 2014-2021 and other entities mentioned in Clause 12 above.

- o) Deliver a final report assessing the results of the Bilateral Initiative to the NFP, together with the last payment request, up to 30 days after the payment of the last expenditure presented, highlighting the physical and financial execution of Bilateral Initiative, as well as its contribution to the strengthening of bilateral relations between national entities and the entities of Donor States.
 - p) Keep available all documents concerning financial support and execution of the Bilateral Initiative at least until December 31st, 2028.
 - q) Grant the right of use and authorise the dissemination of information concerning the bilateral initiative on the EEA Grants Portugal website and any communication actions promoted by the NFP about the EEA Grants, without prejudice to the compliance with the legal obligations concerning the processing of personal data.
14. The Promoter of the Bilateral Initiative hereby declares to know that the EEA FM 2014-2021 legal framework applies to everything that is not set forth in this Acceptance Agreement and in the FBR Manual, as described in Article 1.5 of the Regulation.
15. Non-compliance with any of the obligations established in this Acceptance Agreement gives the NFP the right to suspend payment until the situation is settled, which must occur within 15 working days from the date of notification by the NFP.
16. Where non-compliance is not solved within the deadline above and in case of suspicion or existence of irregularities in the use of the financial support, all payments will be cancelled and the Promoter of the Bilateral Initiative will return all amounts received, plus interest in arrears at the legal rate in force.
17. Non-compliance with any of the obligations established in this Acceptance Agreement gives the NFP the right to revoke the approval decision and to render null this Acceptance Agreement, without prejudice to the obligations that remain valid after revocation, namely the reimbursement obligation.
18. Any disputes arising between the contracting parties must be settled by the Supreme Administrative Court of Lisbon.

Signed on _____

(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)

EEA Grants Portugal

Mecanismo Financeiro do Espaço Económico Europeu
European Economic Area Financial Mechanism
Unidade Nacional de Gestão
National Focal Point

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 []

File	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

**Formulário de apresentação de despesas FBR_OP
MFEEE 2014-2021**

Anexo V do Manual do Fundo de Relações Bilaterais

IFR#

(A preencher pela UNG)

Designação:

FUNDO DE RELAÇÕES BILATERAIS

Operador de Programa:

Taxa de Financiamento

%

Data de Apresentação da Despesa

Período de Reporte

de

a

Montante Total da Despesa Apresentada

Certificamos que os dados constantes neste documento são exatos e completos. Todas as despesas apresentadas a título da iniciativa bilateral eram necessárias à sua realização no quadro de uma gestão orientada por critérios de economia e eficiência.

Pelo Operador de Programa

(Assinatura e Carimbo)

Despesa FBR Executada - Mensal

Operador de Programa: _____

Período de Reporte: _____ de _____ a _____

	Incorrida anteriormente	Despesa do período	Total
Despesa elegível	- €	- €	- €

Descrição das
atividades bilaterais
incurridas no período
reportado

Mês/Ano	Atividade	Despesas elegíveis
		- €
		- €
		- €
		- €
		- €
		- €
		- €
		- €
		- €
		- €
		- €
		- €
		- €
		- €
		- €
		- €
		- €
		- €
		- €
		- €
		- €
		- €
		- €
Total		- €

Pelo Operador de Programa

Data ____ / ____ / ____

(Assinatura e Carimbo)

ANNEX VI

DECLARATION OF SINGLE COMPANY

For purposes of the provisions of Article 2 (2) of the Regulation (EU) no. 1407/2013 of December 18th, the *(tradenname)* _____, with TIN _____, hereby declares to be included in a group of companies controlled by the same entity that have, at least, one of the following relationships between them:

- a) A company holds the majority of voting rights of shareholders or members of another company.
- b) A company has the right to appoint or exonerate the majority of the members of an administration, management of auditing body of another company.
- c) A company has the right to exercise dominant influence over another company as result of a contract signed with the former or a clause in the by-laws of the latter.
- d) A company that is a shareholder or member of another company has the majority of voting rights, as result of an agreement signed with other shareholders or members of such company.

Considering, for this purpose, existing relationships by means of one or more companies that are related pursuant to the terms above.

It is further declared that the identified companies that are related as described above are:

- *(TIN – Tradenname)*
- *(TIN – Tradenname)*
- *(TIN – Tradenname)*
- *(TIN – Tradenname)*

Signed on _____

(Signature and Stamp)

ANNEX VII

DECLARATION OF INDEPENDENT COMPANY

For purposes of the provisions of Article 2 (2) of the Regulation (EU) no. 1407/2013 of December 18th, the (tradenname) _____, with TIN _____, hereby declares that is does not hold shares and that its shareholders or members do not hold shares where, at least, one of the following relationships is verified:

- a) A company holds the majority of voting rights of shareholders or members of another company.
- b) A company has the right to appoint or exonerate the majority of the members of an administration, management of auditing body of another company.
- c) A company has the right to exercise dominant influence over another company as result of a contract signed with the former or a clause in the by-laws of the latter.
- d) A company that is a shareholder or member of another company has the majority of voting rights, as result of an agreement signed with other shareholders or members of such company.

Signed on _____

(Signature and Stamp)

ANNEX VIII

BILATERAL INITIATIVE DESCRIPTION

Initiative title:	
Initiative Promoter:	
Initiative Partner(s):	
Total approved amount:	
Initiative grant rate:	
Estimated duration:	

- a) Initiative summary, objective and expected results
- b) Initiative achievements towards the two EEA Grants objectives
- c) Planned activities - Results Framework

Activity	Expected Result	Indicator	Unit of Measurement	Target Values	Date
(add activities if necessary)					

- d) Means and resources required to achieve the objectives
- e) Target Group or final beneficiaries
- f) Information on the project promoter and project partner(s), tasks and roles
- g) Timetable / Budget (Annex Excel)
- h) Possible risks and mitigation actions
- i) Communication Activities
- j) Sustainability Plan for the bilateral relation

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.
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 31st 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 31st 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.

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:

<p>For the Initiative Promoter: [Full address, tax ID number or other] [Represented by]</p>	<p>For the Partner: [Full address, tax ID number or other] [Represented by]</p> <p>[as applicable]</p> <p>For the Partner: [Full address, tax ID number or other] [Represented by]</p>
--	--

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.

<p>For the Initiative Promoter</p> <p>Signed in..... on</p> <p>[Name] [Title] Legal Representative Name] [Title] Manager</p>	<p>For the Partner(s)</p> <p>Signed in..... on</p> <p>[Name] [Title] Legal Representative Name] [Title] Manager</p> <p>[as applicable]</p> <p>Signed in..... on</p> <p>[Name] [Title] Legal Representative Name] [Title] Manager</p>
---	---

Annex 1 (Approved Application Form and Budget)

Anexo X

Fund for Bilateral Relations

Bilateral Initiative Progress Report

Bilateral Initiative Number:

Bilateral Initiative Name:

Promoter:

Partner(s):

EEA Grants approved financing amount: €

Date of the signature of the Acceptance Agreement:

Implementation period of the initiative:

Start date: dd/mm/year **End date:** dd/mm/year

Progress Report: From¹: dd/mm/year **To:** dd/mm/year

The initiative report shall focus on achievements of the objectives, outcomes and outputs of the bilateral initiative, highlighting the bilateral cooperation.

The report shall present the cumulative information since the beginning of the bilateral initiative.

¹Initiative starting date

2 - Results Framework

Identify the results achieved, in line with the approved, according to the activities implemented, in the reporting period						
Activities approved, according with the application / approved modifications	Indicator	Unit of Measure	Target Values	Achieved Results (measurable)	Implemented on (date and place)	Implementation evidence ²

² Please provide and attach proofs of the occurrence of the activities (e.g., website link, minutes, attendance sheets, photos, links to news or articles, posters, flyers, among others) as annexes to the report.

3 – Monitoring of the initiative

3.1. Identify the associated risks in the implementation of the initiative, in the reporting period
3.2. Describe the mitigating measures adopted to reduce the risks identified, in the reporting period

4 – Communication activities

Communication obligations	Evidence ³
Updated digital communication dossier with communication materials produced under the initiative	
Initial news on the initiative	
Information about the initiative on the Promotor website (or similar)	
Commemorative plaque (in case the funding has a physical component)	

³ Please provide links to evidence

5 – Annexes

Identify the annexes to the report, namely, the evidence identified in "2 - Results Framework"

Signature of the responsible:

I certify that I am duly authorized to sign this report on behalf of the promoter.

Name:

Position:

Date: dd/mm/year

Signature:

Anexo XI

Fund for Bilateral Relations

Bilateral Initiative Interim Report

v2

25.03.2024

Bilateral Initiative Number:

Bilateral Initiative Name:

Promoter:

Partner(s):

EEA Grants approved financing amount: €

Date of the signature of the Acceptance Agreement:

Implementation period of the initiative:

Start date: dd/mm/year **End date:** dd/mm/year

Interim Report: From¹: dd/mm/year **To:** dd/mm/year

The initiative report shall focus on achievements of the objectives, outcomes and outputs of the bilateral initiative, highlighting the bilateral cooperation.

The report shall present the cumulative information since the beginning of the bilateral initiative.

Iceland
Liechtenstein
Norway grants

¹ Initiative starting date

EEA Grants Portugal

Mecanismo Financeiro do Espaço Económico Europeu
European Economic Area Financial Mechanism
Unidade Nacional de Gestão
National Focal Point

2 - Results Framework

Identify the results achieved, in line with the approved, according to the activities implemented, in the reporting period						
Activities approved, according with the application / approved modifications	Indicator	Unit of Measure	Target Values	Achieved Results (measurable)	Implemented on (date and place)	Implementation evidence ²

² Please provide and attach proofs of the occurrence of the activities (e.g., website link, minutes, attendance sheets, photos, links to news or articles, posters, flyers, among others) as annexes to the report.

Iceland 
Liechtenstein
Norway grants

EEA Grants Portugal

Mecanismo Financeiro do Espaço Económico Europeu
European Economic Area Financial Mechanism
Unidade Nacional de Gestão
National Focal Point

3 – Monitoring of the initiative

3.1. Identify the associated risks in the implementation of the initiative, in the reporting period
3.2. Describe the mitigating measures adopted to reduce the risks identified, in the reporting period

4 – Communication activities

Communication obligations	Evidence ³
Updated digital communication dossier with communication materials produced under the initiative	
Initial news on the initiative	
Information about the initiative on the Promotor website (or similar)	
Commemorative plaque (in case the funding has a physical component)	

³ Please provide links to evidence.

5 – Financial implementation

5.1 Detail the financial implementation of the initiative, in the reporting period	
Total approved amount of the Bilateral Initiative	
EEA Grants approved financing amount	
Co-financing amount	
EEA Grants financing rate	
Total incurred expenditure to date	
Cumulative execution rate (%) (total incurred expenditure / total approved amount)	
Total revenues to date (when existing)	
5.2 Explain any relevant deviations from the approved budget, in the reporting period	

6 –Annexes

Identify the annexes to the report, namely, the evidence identified in “2 - Results Framework”

Signature of the responsible:

I certify that I am duly authorized to sign this report on behalf of the promoter.

Name:

Position:

Date: dd/mm/ year

Signature:

Anexo XII

Fund for Bilateral Relations

Bilateral Initiative Final Report

Bilateral Initiative Number:

Bilateral Initiative Name:

Promoter:

Partner(s):

EEA Grants approved financing amount: €

Date of the signature of the Acceptance Agreement:

Implementation period of the initiative:

Start date: dd/mm/year **End date:** dd/mm/year

Final Report¹: dd/mm/year

The initiative report shall focus on achievements of the objectives, outcomes and outputs of the bilateral initiative, highlighting the bilateral cooperation.

The report shall present the cumulative information since the beginning of the bilateral initiative.

¹ Initiative ending date

2 - Results Framework

Identify the results achieved, in line with the approved, according to the activities implemented in the initiative						
Activities approved, according with the application / approved modifications	Indicator	Unit of Measure	Target Values	Achieved Results (measurable)	Implemented on (date and place)	Implementation evidence ²

² Please provide and attach proofs of the occurrence of the activities (e.g., website link, minutes, attendance sheets, photos, links to news or articles, posters, flyers, among others) as annexes to the report.

3 - Geographical impact of the implemented activities

Identify the NUTS and Municipalities covered in Portugal and/or the regions in the Donor States

4 – Sustainability of the established bilateral relations

Explain if and how the bilateral cooperation continues beyond the bilateral initiative

5 – Main achievements towards EEA Grants objectives

Justify how the initiative has contributed to the two EEA Grants overall objectives - reducing economic and social disparities and strengthening bilateral relations (use tangible results and concrete examples)

6 – Communication activities

6.1 Detail the communication activities of the initiative					
Activities / Communication actions	Media / Channel	Responsible Entity	Achieved Results	Implemented on (date and place)	Digital communication file evidence ³

³Please provide and attach proofs of the occurrence of the activities (e.g., website link, minutes, attendance sheets, photos, links to news or articles, posters, flyers, among others) as annexes to the report.

6.2 Initiative communication obligations	
Communication obligations	Evidence ⁴
Updated digital communication dossier with communication materials produced under the initiative	
Initial news on the initiative	
Final news on the results achieved on the initiative	
Information about the initiative on the Promotor website (or similar)	
Commemorative plaque (in case the funding has a physical component)	

7 – Summary of the Bilateral Initiative

Summarize the initiative in a clear language, for communication propose (Aims, activities and achieved results, in Portuguese and English)
Portuguese
English

⁴ Please provide links to evidence.

8 – Financial implementation

8.1 Detail the financial implementation of the initiative	
Total approved amount of the Bilateral Initiative	
EEA Grants approved financing amount	
Co-financing amount	
EEA Grants financing rate	
Total incurred expenditure	
Cumulative execution rate (%) (total incurred expenditure / total approved amount)	
Total revenues (when existing)	
8.2 Explain any relevant deviations from the approved budget	

9 – Annexes

Identify the annexes to the report, namely, the evidence identified in “2 - Results Framework”

Signature of the responsible:

I certify that I am duly authorized to sign this report on behalf of the promoter.

Name:

Position:

Date: dd/mm/ year

Signature:

Anexo XIII

Certification of costs claimed by donor partner

This is issued for the certification purposes as required by Article 8.12.4 of the Regulation on the implementation of the European Economic Area Financial Mechanism 2014-2021.

We confirm that procedures have been performed in order to provide assurance as to the relevance and conformity with the Regulation, national law and relevant national accounting practices of the costs claimed by the donor project partner.

Project/initiative reference:	<i>Fill in</i>
Project/initiative title:	<i>Fill in</i>
Donor project partner:	<i>Name of project partner</i>
Entity responsible for the certification:	<i>Name of entity</i>
Type of entity:	<i>Auditor or Competent Public Officer</i>
Start date of incurred expenditure:	<i>DD.MM.YYYY</i>
End date of incurred expenditure:	<i>DD.MM.YYYY</i>
Actual expenditure incurred this period:	<i>Fill in</i>

The [Auditor/Competent Public Officer] hereby certifies that:

- (i) The costs claimed by the donor project partner are incurred in accordance with the Regulation on the EEA Financial Mechanism 2014-2021¹.
- (ii) The cost claimed are incurred in accordance with the relevant law and national accounting practices.
- (iii) The [Auditor²/Competent Public Officer] has not been involved in the preparation of the relevant financial statements and is independent of the donor project partner.

For the Auditor/Competent Public Officer

Optional second signature

Name

Signature

Position

Date

Annex: List of claimed costs

¹ Provisions on eligibility of expenditures are stated in chapter 8 of the Regulation

² Auditor shall be qualified to carry out statutory audits of accounting documents

Annex

List of claimed costs

(add rows if necessary)

Activity	Supplier Name	Expenditure Description	Invoice Number	Invoice Date	Invoice Amount (euros)
				TOTAL	0,00€

Caption:

Activity - Activity of the Bilateral Initiative under which the expenditure was incurred

Supplier Name - Identification of the supplier of the good or service purchased, as shown in the invoice

Expenditure Description - Nature of the expenditure incurred (e.g. acquisition of catering, fees, translation service, ...)

Invoice Number - Number that identifies the invoice

Invoice Date - Date of issue of the invoice

Invoice Amount - Total value of the document, converted into euros

Signed in on /.... /....

[Name]

[Signature]

[Position]