European Economic Area Financial Mechanism 2021-2028

AGREEMENT

Between

The Financial Mechanism Committee
Hereinafter referred to as the "Donors",

and

The National Management Unit,
hereinafter referred to as the "National Focal Point",

representing Portugal,
hereinafter referred to as the "Beneficiary State"

together hereinafter referred to as the "Parties"

on the financing of Technical Assistance hereinafter referred to as the "agreement"

Chapter 1
Scope, legal framework, and definitions

Article 1.1
Scope

This agreement between the Donors and the National Focal Point lays down the rights and obligations of the Parties regarding the use of technical assistance under the financial contribution from the EEA Financial Mechanism 2021-2028 (hereinafter referred to as the "Mechanism").

Article 1.2
Legal framework

1. This agreement shall be read in conjunction with the following documents, which constitute the legal framework of the EEA Financial Mechanism 2021-2028:

(a) Protocol 38d to the EEA Agreement on the EEA Financial Mechanism (2021-2028);

(b) the Regulation on the implementation of the EEA Financial Mechanism 2021-2028 (hereinafter referred to as the "Regulation");

(c) the Memorandum of Understanding on the Implementation of the EEA Financial Mechanism 2021-2028 (hereinafter referred to as the "Memorandum of Understanding"), entered into between the Donor States and the Beneficiary State; and

(d) any guidelines adopted by the Donors in accordance with the Regulation.

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

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

Article 1.3
Definitions

Terms used and institutions and documents referred to in this agreement shall be understood in accordance with the Regulation, in particular Article 1.6 thereof, and the legal framework referred to in Article 1.2 of this agreement.

Chapter 2
Rights, responsibilities and budgets

Article 2.1
Co-operation

1. The Parties shall take all appropriate and necessary measures to ensure fulfilment of the obligations and objectives arising out of this agreement.

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

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

4. In executing this agreement the Parties declare to counteract corrupt practices. Further, they declare not to accept, either directly or indirectly, any kind of offer, gift, payments or benefits which would or could be construed as illegal or corrupt practice or giving rise to a conflict of interest. The Parties shall immediately inform each other of any indication of corruption or misuse of resources related to this agreement.

Article 2.2
Main responsibilities of the Parties

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

(a) comply with its obligations stipulated in the Regulation and this agreement;

(b) ensure that the Certifying Authority, the Audit Authority and all other entities receiving support under this agreement, properly perform the tasks assigned to them in the Regulation and this agreement;

(c) coordinate the use of the technical assistance and ensure that all entities listed in point (b) receive a sufficient share of the contribution to perform their duties under the Regulation and this agreement; and

(d) take the necessary measures to remedy irregularities in the implementation of this agreement as well as the Mechanism overall, including measures to recover misspent funds.

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

"technical assistance") towards the costs of the National Focal Point, Certifying Authority and the Audit Authority for the performance of their duties as described in the Regulation.

Article 2.3
Amount of technical assistance

1. In accordance with Article 8.11.2 of the Regulation, the total amount for technical assistance is € 2,953,964.

Article 2.4
Reporting

The National Focal Point shall, in accordance with Articles 9.4 and 2.6 of the Regulations, report on the use of the technical assistance in Interim Reports and the Annual and Final Country Reports.

Article 2.5
Modification of the agreement

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

2. Requests for modifications shall be submitted and assessed in accordance with the relevant provisions of Article 6.7 of the Regulations.

3. Changes which have been agreed in their entirety in a Memorandum of Understanding modification do not require a modification to this agreement. In such a case, the agreement shall be updated by the FMC.

Article 2.6
Communication

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

2. To the extent that original documents are not available in the English language, the documents shall be accompanied by full and accurate translations into English.

3. The National Focal Point shall bear the responsibility for the accuracy of the translation that it provides and the possible consequences that might arise from any inaccurate translations.

Article 2.7
Contact information

1. The contact information of the National Focal is:

Unidade Nacional de Gestão do Mecanismo
Financeiro do Espaço Económico Europeu
R. Prof. Gomes Teixeira, 2
1399-022 Lisboa - Portugal
Telephone: +351 213 036 070
E-mail: geral@eeagrants.gov.pt

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

Financial Mechanism Office
Att: Managing Director
EFTA House
Avenue des Arts 19H
1000 Brussels
Telephone: +32 (0)2 286 1701
E-mail: fmo@efta.int

3. Changes of or corrections to the contact information referred to in this article shall be given in writing without undue delay by the Parties to this agreement.

Article 2.8
Representations and warranties

1. This agreement is based on information provided by, through, or on behalf of the National Focal Point to the Donors.

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

Chapter 3
Finance

Article 3.1
Technical assistance disbursements

Technical assistance shall take the form of a fixed amount disbursed in equal instalments twice a year. The disbursements shall be based on the Interim Reports for technical assistance in accordance with Article 9.4 of the Regulation and shall be contingent on the conditions described in Article 8.11 of the Regulation.

Article 3.2
Irregularities, suspension and reimbursements

The Donors have the right to make use of the remedies provided in the Regulation, in particular Chapter 13 thereof. The National Focal Point has a duty to take all necessary measures to ensure that the provisions in Chapter 12 and 13 of the Regulation

regarding irregularities, suspension of payments, financial corrections and reimbursement are complied with.

Chapter 4
Final provisions

Article 4.1
Dispute settlement

1. The Parties waive their rights to bring any dispute related to the agreement before any national or international court, and agree to settle such a dispute in an amicable manner.

2. If a demand for reimbursement to the Donors is not complied with by the Beneficiary State, or a dispute related to a demand for reimbursement arises that cannot be solved in accordance with paragraph 1, the Parties may bring the dispute before Oslo Tingrett.

Article 4.2
Termination

1. The Donors may, after consultation with the National Focal Point, terminate this agreement if:

(a) a general suspension decision according to Article 13.6 of the Regulation or a decision to suspend payments according to point (h) of Article 13.1.1 of the Regulation has not been lifted within 6 months of such a decision;

(b) a suspension of payments according to Article 13.1 of the Regulation, other than under point (h) of Article 13.1.1, has not been lifted within one year of such a decision;

(c) a request for reimbursement according to Article 13.2 of the Regulation has not been complied with within one year from such a decision;

2. This agreement can be terminated by mutual agreement between the Parties.

3. Termination does not affect the right of the Parties to make use of the dispute settlement mechanism referred to in Article 4.1 or the right of the Donors to make use of the remedies provided in Chapter 13 of the Regulation.

Article 4.3
Waiver of responsibility

1. Nothing contained in this agreement shall be construed as imposing upon the Donors or the FMO any responsibility of any kind to any third party for the supervision, execution, completion, or operation of any actions or obligations entered into pursuant to this agreement.

2. The Donors do not assume any risk or responsibility whatsoever for any damages, injuries, or other possible adverse effects caused as a result of actions entered into pursuant to this agreement. It is the full and sole responsibility of the National Focal Point to satisfactorily address such issues.

3. Neither the European Free Trade Association, its Secretariat, including the FMO, its officials or employees, nor the Donors, their officials or employees, can be held liable for any damages or injuries of whatever nature sustained by the National Focal Point, the Certifying Authority, the Audit Authority or the Beneficiary State, Programme Operators, Project Promoters or any other third person, in connection, be it direct or indirect, with this agreement.

Article 4.4
Entry into force and duration

1. This agreement shall enter into force on the day following the date of the last signature of the Parties.

2. This agreement shall remain in force until five years have elapsed after the date of the acceptance of the final Country Report.

****

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

For the Donors

Signed in Oslo on 8/10-25

.....

For the National Focal Point

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

Assinado por: **Maria Cabral Alves Mineiro**
Num. de Identificação: 12309206
Data: 2025.10.09 11:18:18+01'00'

.....

Maria Mineiro
Head of National Focal Point