



Treaty Series

*Treaties and international agreements
registered
or filed and recorded
with the Secretariat of the United Nations*

VOLUME 2777

2011

I. Nos. 48887-48895

Recueil des Traités

*Traités et accords internationaux
enregistrés
ou classés et inscrits au répertoire
au Secrétariat de l'Organisation des Nations Unies*

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Print ISBN: 978-92-1-900754-3
e-ISBN: 978-92-1-056902-6
ISSN: 0379-8267

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Imprimé aux Nations Unies

TABLE OF CONTENTS

I

*Treaties and international agreements
registered in August 2011
Nos. 48887 to 48895*

No. 48887. Argentina and Syrian Arab Republic:

Memorandum of Understanding between the Government of the Argentine Republic and the Government of the Syrian Arab Republic for cooperation in the field of exchange of experiences, management and organization of urban transport. Buenos Aires, 2 July 2010..... 3

No. 48888. Argentina and Chile:

Basic Agreement on technical and scientific cooperation between the Government of the Argentine Republic and the Government of the Republic of Chile. Santiago, 26 August 1994..... 19

No. 48889. Argentina and Chile:

Agreement between the Argentine Republic and the Republic of Chile for the implementation of South-South triangular cooperation initiatives. Buenos Aires, 6 August 2009..... 35

No. 48890. Argentina and Czech Republic:

Agreement on Antarctic cooperation between the Government of the Argentine Republic and the Government of the Czech Republic. Buenos Aires, 2 March 2010.. 47

No. 48891. Argentina and European Union:

Mutually Agreed Solution between the Argentine Republic and the European Union to the dispute "European Communities - Measures affecting the approval and marketing of biotech products"(WT/DS293). Buenos Aires, 18 March 2010..... 59

No. 48892. Argentina and Italy:

Agreement on film co-productions between the Government of the Argentine Republic and the Government of the Italian Republic (with annex). Rome, 16 October 2006... 69

No. 48893. Switzerland and Romania:

Framework Agreement between the Swiss Federal Council and the Government of Romania concerning the implementation of the Swiss-Romanian cooperation programme to reduce economic and social disparities within the enlarged European Union (with annexes). Bern, 7 September 2010 121

No. 48894. Switzerland and Bulgaria:

Framework Agreement between the Swiss Federal Council and the Government of the Republic of Bulgaria concerning the implementation of the Swiss-Bulgarian cooperation programme to reduce economic and social disparities within the enlarged European Union (with annexes). Bern, 7 September 2010 209

No. 48895. Argentina and Chile:

Agreement concerning local cross-border transit between the Argentine Republic and the Republic of Chile (with annexes). Buenos Aires, 6 August 2009 287

TABLE DES MATIÈRES

I

*Traités et accords internationaux
enregistrés en août 2011
N^{os} 48887 à 48895*

N^o 48887. Argentine et République arabe syrienne :

Mémorandum d'accord entre le Gouvernement de la République argentine et le Gouvernement de la République arabe syrienne relatif à la coopération dans la gestion et l'organisation du transport urbain et à l'échange d'expériences dans ce domaine. Buenos Aires, 2 juillet 2010..... 3

N^o 48888. Argentine et Chili :

Accord de base relatif à la coopération technique et scientifique entre le Gouvernement de la République argentine et le Gouvernement de la République du Chili. Santiago, 26 août 1994 19

N^o 48889. Argentine et Chili :

Accord entre la République argentine et la République du Chili relatif à la réalisation d'initiatives de coopération triangulaire Sud-Sud. Buenos Aires, 6 août 2009 35

N^o 48890. Argentine et République tchèque :

Accord entre le Gouvernement de la République argentine et le Gouvernement de la République tchèque relatif à la coopération dans l'Antarctique. Buenos Aires, 2 mars 2010 47

N^o 48891. Argentine et Union européenne :

Solution convenue d'un commun accord entre la République argentine et l'Union européenne dans l'affaire "Communautés européennes - Mesures affectant l'approbation et la commercialisation des produits biotechnologiques" (WT/DS293). Buenos Aires, 18 mars 2010..... 59

N^o 48892. Argentine et Italie :

Accord sur les coproductions cinématographiques entre le Gouvernement de la République argentine et le Gouvernement de la République italienne (avec annexe). Rome, 16 octobre 2006..... 69

N^o 48893. Suisse et Roumanie :

Accord-cadre entre le Conseil fédéral suisse et le Gouvernement de Roumanie concernant la mise en œuvre du programme de coopération helvético-roumain

visant à réduire les disparités économiques et sociales au sein de l'Union européenne élargie (avec annexes). Berne, 7 septembre 2010..... 121

N° 48894. Suisse et Bulgarie :

Accord-cadre entre le Conseil fédéral suisse et le Gouvernement de la République de Bulgarie concernant la mise en œuvre du programme de coopération helvético-bulgare visant à réduire les disparités économiques et sociales au sein de l'Union européenne élargie (avec annexes). Berne, 7 septembre 2010..... 209

N° 48895. Argentine et Chili :

Accord sur la libre circulation des personnes aux frontières entre la République argentine et la République du Chili (avec annexes). Buenos Aires, 6 août 2009..... 287

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Under Article 102 of the Charter of the United Nations, every treaty and every international agreement entered into by any Member of the United Nations after the coming into force of the Charter shall, as soon as possible, be registered with the Secretariat and published by it. Furthermore, no party to a treaty or international agreement subject to registration which has not been registered may invoke that treaty or agreement before any organ of the United Nations. The General Assembly, by resolution 97 (I), established regulations to give effect to Article 102 of the Charter (see text of the regulations, vol. 859, p. VIII; https://treaties.un.org/doc/source/publications/practice/registration_and_publication.pdf).

The terms "treaty" and "international agreement" have not been defined either in the Charter or in the regulations, and the Secretariat follows the principle that it acts in accordance with the position of the Member State submitting an instrument for registration that, so far as that party is concerned, the instrument is a treaty or an international agreement within the meaning of Article 102. Registration of an instrument submitted by a Member State, therefore, does not imply a judgement by the Secretariat on the nature of the instrument, the status of a party or any similar question. It is the understanding of the Secretariat that its acceptance for registration of an instrument does not confer on the instrument the status of a treaty or an international agreement if it does not already have that status, and does not confer upon a party a status which it would not otherwise have.

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NOTE DU SECRÉTARIAT

Aux termes de l'Article 102 de la Charte des Nations Unies, tout traité ou accord international conclu par un Membre des Nations Unies après l'entrée en vigueur de la Charte sera, le plus tôt possible, enregistré au Secrétariat et publié par lui. De plus, aucune partie à un traité ou accord international qui aurait dû être enregistré mais ne l'a pas été ne pourra invoquer ledit traité ou accord devant un organe de l'Organisation des Nations Unies. Par sa résolution 97 (I), l'Assemblée générale a adopté un règlement destiné à mettre en application l'Article 102 de la Charte (voir texte du règlement, vol. 859, p. IX; https://treaties.un.org/doc/source/publications/practice/registration_and_publication-fr.pdf).

Les termes « traité » et « accord international » n'ont été définis ni dans la Charte ni dans le règlement, et le Secrétariat a pris comme principe de s'en tenir à la position adoptée à cet égard par l'État Membre qui a présenté l'instrument à l'enregistrement, à savoir qu'en ce qui concerne cet État partie, l'instrument constitue un traité ou un accord international au sens de l'Article 102. Il s'ensuit que l'enregistrement d'un instrument présenté par un État Membre n'implique, de la part du Secrétariat, aucun jugement sur la nature de l'instrument, le statut d'une partie ou toute autre question similaire. Le Secrétariat considère donc que son acceptation pour enregistrement d'un instrument ne confère pas audit instrument la qualité de traité ou d'accord international si ce dernier ne l'a pas déjà, et qu'il ne confère pas à une partie un statut que, par ailleurs, elle ne posséderait pas.

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I

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*Traités et accords internationaux
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No. 48887

**Argentina
and
Syrian Arab Republic**

Memorandum of Understanding between the Government of the Argentine Republic and the Government of the Syrian Arab Republic for cooperation in the field of exchange of experiences, management and organization of urban transport. Buenos Aires, 2 July 2010

Entry into force: *2 July 2010 by signature, in accordance with article VIII*

Authentic texts: *Arabic, English and Spanish*

Registration with the Secretariat of the United Nations: *Argentina, 16 August 2011*

**Argentine
et
République arabe syrienne**

Mémorandum d'accord entre le Gouvernement de la République argentine et le Gouvernement de la République arabe syrienne relatif à la coopération dans la gestion et l'organisation du transport urbain et à l'échange d'expériences dans ce domaine. Buenos Aires, 2 juillet 2010

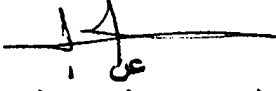
Entrée en vigueur : *2 juillet 2010 par signature, conformément à l'article VIII*

Textes authentiques : *arabe, anglais et espagnol*

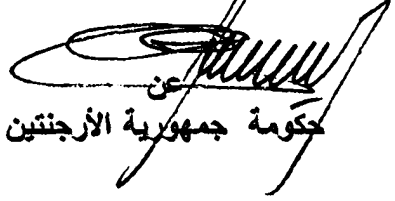
Enregistrement auprès du Secrétariat des Nations Unies : *Argentine, 16 août 2011*

2. تبقى هذه المذكرة سارية المفعول لمدة خمس سنوات من تاريخ دخولها حيز التنفيذ وتجدد تلقائياً لفترات أخرى بنفس المدة ما لم يتقدم أحد الطرفين باعتراض خطي قبل فترة ستة أشهر من تاريخ انتهاء كل فترة.

حُررت ووقعت في مدينة بيونس ايريس بتاريخ الثاني من تموز 2010, على نسختين أصليتين باللغات الاسبانية والعربية والانكليزية لكل منها ذات الحجية القانونية , وفي حال الاختلاف في التفسير يُعتمد النص باللغة الانكليزية.



عن
حكومة الجمهورية العربية السورية



عن
حكومة جمهورية الأرجنتين

المادة الخامسة

يلتزم الطرفان بتطبيق الشروط المالية التالية عند تبادل الخبرات والتدريب والزيارات الاطلاعية:

أ. إيفاد الخبراء:

تتحمل الجهة المستضيفة نفقات سفر الخبير بالطائرة (ذهاباً وإياباً) بالدرجة السياحية والراتب الذي تحدده الأطراف المتعاقدة وفقاً لمؤهلات وخبرات ومدة عمل الخبير.

ب. تدريب الكوادر:

تتحمل الجهة الموفدة نفقات السفر (ذهاباً وإياباً) وتتحمل الجهة المستضيفة نفقات التدريب والإقامة ونفقات العلاج الصحي في حال المرض.

ج. الزيارات الاطلاعية:

وفقاً لما يتم الاتفاق عليه بين الطرفين.

المادة السادسة

تحل الخلافات التي تنشأ عن تطبيق مذكرة التفاهم الحالية بالمباحثات والمشاورات بين الطرفين.

المادة السابعة

1. إن الجهات التالية هي المسؤولة عن تنفيذ مذكرة التفاهم الحالية:

- عن جمهورية الأرجنتين: وزارة النقل
- عن الجمهورية العربية السورية: وزارة النقل

2. لا يُمكن إجراء أية تعديلات أو إضافات على مذكرة التفاهم هذه إلا بناءً على طلب خطي من قبل أحد الطرفين المتعاقدين ويقترن بموافقة الطرف الآخر.

3. تدخل الإضافات والتعديلات المشار إليها في البند السابق حيز التنفيذ وفق ما تضمنه البند/1 من المادة الثامنة من مذكرة التفاهم الحالية.

المادة الثامنة

1. تدخل مذكرة التفاهم الحالية حيز التنفيذ من تاريخ التوقيع عليها.

المادة الثانية

يتبادل الطرفان ما يلي:

1. وثائق الندوات والمؤتمرات وورش العمل الخاصة بمجال النقل داخل المدن.
2. الأبحاث الميدانية المشتركة في مجال النقل داخل المدن.
3. آلية وسبل تشجيع القطاع الخاص للمساهمة في الاستثمار في مجال النقل داخل المدن.
4. كافة أنواع المعونة والمشورة الفنية والاستثمارية في مجال النقل داخل المدن.

المادة الثالثة

1. يدعم كل من الطرفين للأخر ويعملان على التنسيق المستمر بينهما في المنظمات والمؤتمرات العربية والدولية.
2. يتعاون الطرفان ، ضمن الممكن وفي حال عدم وجود تعارض في مصالحهما يتعارض ، بالمشاركة في المحافل الدولية بموضوع النقل داخل المدن.
3. في حال التعارض بين مذكرة التفاهم والاتفاقات العربية والدولية السارية في مجال النقل داخل المدن، فإن هذه الأخيرة تكون لها الأولوية في التطبيق.

المادة الرابعة

يُشكل الطرفان فريق عمل مشترك و له صلاحية وضع المقترحات في مجال النقل داخل المدن لرفعها إلى الجهات الوصائية لاستكمال الإجراءات اللازمة، و يجتمع كلما دعت الحاجة لذلك بالتناوب في كلا البلدين، بقصد:

1. وضع البرنامج التنفيذي للتعاون وفق برنامج محدد يتفق عليه الطرفان لهذا الغرض.
2. استعراض ما تم تنفيذه من أوجه التعاون طبقاً لمذكرة التفاهم وتقييم النتائج وتحديد الصعوبات ووضع الحلول المناسبة لها.
3. تنسيق ودراسة المواصفات الفنية الخاصة بوسائل وأنماط النقل داخل المدن والعمل على تطويرها.
4. دراسة منظومة النقل المعمول بها في البلدين وآلية عملها والتنسيق بينهما لتطوير هذه المنظومة.
5. دراسة آلية العمل في الهيئات العاملة في مجال النقل داخل المدن في البلدين والتعاون والتنسيق بينهما لتطوير هذه الآلية.

[ARABIC TEXT – TEXTE ARABE]

مذكرة تفاهم
بين
حكومة جمهورية الأرجنتين
و
حكومة الجمهورية العربية السورية
للتعاون في مجال تبادل الخبرات وإدارة وتنظيم النقل داخل المدن

إن حكومة جمهورية الأرجنتين وحكومة الجمهورية العربية السورية والمشار إليهما فيما بعد (الطرفان)،

إدراكاً منهما لأهمية التعاون في مجال إدارة وتنظيم النقل والحركة داخل المدن، باعتباره أحد روابط التنمية الاجتماعية والاقتصادية في البلدين.

ورغبة من الجانب السوري في الاستفادة من خبرات الجانب الأرجنتيني في استخدام الغاز الطبيعي CNG في وسائل النقل، بقصد إرساء تعاون مثمر وفعال بين البلدين.

ومساهمة منهما في تعزيز روابط الصداقة بينهما على أساس العدل والمنفعة المشتركة.*

اتفقتا على ما يلي:

المادة الأولى

يتعاون الطرفان في المجالات التالية:

1. الاستفادة من الخبرات المتاحة لدى الجانب الأرجنتيني حول آلية تشغيل وسائل النقل التي تعمل على الغاز الطبيعي CNG ومستلزماتها واستثمارها.
2. تبادل المعلومات والخبرات في مجال إعداد الدراسات الشاملة لمنظومة النقل المديني (Master- Plan).
3. تشجيع القطاع الخاص للمساهمة في مجال النقل داخل المدن ووضع المحفزات والسبل الكفيلة والضمانات المطلوبة لتوسيع هذه المساهمة.
4. تطوير آلية العمل في الجهات الحكومية العاملة في مجال النقل داخل المدن.
5. التدريب للكوادر العاملة في الشركات التي تقوم بالنقل داخل المدن من خلال إعداد برامج تدريبية وزيارات إطلاعية.

* [Appears in the Arabic text only – N'apparaît que dans le texte arabe]

[ENGLISH TEXT – TEXTE ANGLAIS]

**Memorandum of Understanding
between the Government of the Argentine Republic
and the Government of the Syrian Arab Republic
for Cooperation in the field of exchange of experiences, management,
and organization of Urban Transport**

The Government of the Argentine Republic and the Government of the Syrian Arab Republic herein after referred to as “the Parties”;

Realizing the importance of cooperation in the field of management and organization of urban transport and traffic as one of the social and economic development links in both countries;

Guided by the desire of the Syrian side to get benefit of the experiences of the Argentina side in using the natural Gas CNG in transport vehicles, with the aim of establishing fruitful and effective cooperation between both countries;

Have agreed as follow:

Article I

The Parties shall cooperate in the following areas:

1. Getting the benefit of the Argentina experience available on transportation that run on natural gas, CNG, its accessories, operation mechanism and investment.
2. The exchange of experience and information in the field of preparing comprehensive studies of the urban transport system (Master-Plan).
3. The encouragement of the private sector to contribute of the investment in urban transport and to set the incentives, ways and guarantees required for the expansion of this contribution.
4. Developing the work mechanism of the public authorities working in the field of urban transport.

5. Training for staff working in the companies that transport within the cities through the development of training programs and briefing visits.

Article II

The two Parties shall exchange the following:

1. Documents of conferences, seminars and workshops in the field of urban transport.
2. Joint field research in the field of urban transport.
3. Mechanism and means to encourage the private sector to invest in the area of urban transport.
4. All kinds of support and investment and technical consultations in urban transport.

Article III

1. The Parties will support each other and continuously coordinate between them in the organizations and Arab & international conferences.
2. The Parties shall cooperate in the participation at international conferences in the field of urban transport, whenever it is possible and does not conflict with their interests.
3. In the case of a conflict between this Memorandum of Understanding and the Arab and International Agreements in the field of urban transport and traffic, the said Agreements will have the priority in the application.

Article IV

The Parties shall establish a joint working group that has the right to set the proposals in the field of urban transport for submission to the competent authorities to complete the necessary procedures, and they meet alternatively in both countries according to the need, in order to:

1. Set up the executive program of cooperation according to a timetable to be mutually agreed later by the Parties.

2. Reviewing the implemented cooperation aspects according to this MOU, assessing the results, defining the difficulties and setting up its appropriate solutions
3. Coordinating and studying the special technical specifications of the means and models of urban transport and to develop them.
4. Studying the matrix of urban transport applied in both countries and its work mechanism, and coordinating between them to have it developed.
5. Studying the work mechanism of the urban transport authorities in both countries, cooperation and coordination between the said authorities to develop this mechanism.

Article V

Both Parties undertake to apply the following financial conditions in the exchange of expertise, training and briefing visits:

A - Dispatch of experts:

The host country undertakes the travel expenses of the expert plane ticket (round trip) for economy class travel and salary determined by the Contracting Parties in accordance with the qualifications, experience and the period of the expert work.

B - Staff Training (capacity building):

The mission undertakes the travel expenses (round trip) while the host country bears the expenses of training, accommodation and health treatment in case of illness.

C- Briefing Visits:

According to what is agreed between both Parties.

Article VI

Disputes that arise from the application of the existing Memorandum of Understanding are to be solved through discussions and friendly consultations between both Parties.

Article VII

1. The following authorities are responsible for the implementation of the Memorandum of Understanding:

- For the Argentina Republic: Secretary of Transport;
- For the Syrian Arab Republic: Ministry of Transport.

2. It is not permitted to make any modifications or additions to the current Memorandum of Understanding, except through a written proposal by one of the Parties, to be accepted by the other.

3. Additions and amendments referred to in the preceding paragraph will come into force according to the content of paragraph 1 of the article VIII of this Memorandum of Understanding.

Article VIII

1. The Memorandum of Understanding will enter into force from the date of its signature.

2. The Memorandum of Understanding remains valid for a period of five (5) years from the date of its entry into force, and will be automatically renewed for further periods of the same duration, unless one of the Parties presents a written objection six (6) months before the end of each period.

Done and signed in Buenos Aires, on the 2nd day of July, 2010, in two original copies in the Arabic, Spanish and English languages, all texts being equally authentic. In case of divergence in interpretation the English text shall prevail



**For the Government of the
Argentina Republic**



**For the Government of the
Syrian Arab Republic**

[SPANISH TEXT – TEXTE ESPAGNOL]

Memorándum de Entendimiento
entre el Gobierno de la República Argentina
y el Gobierno de la República Árabe Siria
sobre Cooperación en materia de Intercambio de Experiencias,
Administración y Organización del Transporte Urbano

El Gobierno de la República Argentina y el Gobierno de la República Árabe Siria, en adelante denominados “las Partes”;

Reconociendo la importancia de la cooperación en materia de administración y organización del transporte y del tránsito urbano como uno de los vínculos de desarrollo a nivel social y económico en ambos países;

Guiados por el deseo de la Parte siria de beneficiarse con las experiencias de la Parte argentina relacionadas con la utilización de gas natural (GNC) en medios de transporte, con el objeto de establecer una cooperación fructífera y efectiva entre ambos países;

Han acordado lo siguiente:

Artículo I

Las Partes cooperarán en las siguientes áreas:

1. Obtención de beneficios provenientes de la experiencia de la República Argentina sobre medios de transporte que utilizan gas natural, GNC y sus accesorios, mecanismo de operación e inversión.
2. Intercambio de experiencias e información en el campo de la elaboración de estudios integrales del sistema de transporte urbano (Plan Maestro).
3. Impulso del sector privado a contribuir con inversiones en el transporte urbano y fijación de incentivos, métodos y garantías requeridas para la ampliación de esta contribución.
4. Desarrollo del mecanismo de trabajo de las autoridades públicas en el campo del transporte urbano.

5. Capacitación del personal de las empresas de transporte que operan en las ciudades a través del desarrollo de programas de capacitación y visitas informativas.

Artículo II

Las dos Partes intercambiarán lo siguiente:

1. Documentos de conferencias, seminarios y talleres.
2. Investigación conjunta en el área del transporte urbano.
3. Mecanismo y medios para impulsar al sector privado a invertir en el área de transporte urbano.
4. Todo tipo de apoyo, inversión y consultas técnicas en materia de transporte urbano.

Artículo III

1. Las Partes se respaldarán mutuamente y coordinarán continuamente en las organizaciones y conferencias árabes e internacionales.
2. Las Partes coordinarán, en la medida de lo posible y siempre que no exista un conflicto de intereses, su participación en foros internacionales relacionados con el tema del transporte urbano.
3. En caso de divergencia entre el presente Memorándum de Entendimiento y los acuerdos árabes e internacionales en materia de transporte y tránsito urbano prevalecerán los acuerdos mencionados.

Artículo IV

Las Partes establecerán un grupo de trabajo conjunto que tendrá el derecho de establecer las propuestas en el campo del transporte urbano para ser sometidas a las autoridades competentes para la realización de los procedimientos necesarios, y se reunirá alternadamente en ambos países de acuerdo a las necesidades, a fin de:

1. Establecer el programa ejecutivo de cooperación, de conformidad con un cronograma que las Partes deberán mutuamente definir a tal efecto.

2. Revisar los aspectos implementados de la cooperación de conformidad con el presente Memorándum de Entendimiento, evaluar los resultados, definir las dificultades y determinar las soluciones correspondientes.
3. Coordinar y estudiar las especificaciones técnicas especiales de los medios y modelos de transporte urbano y desarrollarlas.
4. Estudiar la matriz de transporte urbano aplicada en ambos países y su mecanismo de trabajo y coordinar su desarrollo.
5. Estudiar el mecanismo de trabajo de las autoridades de transporte urbano en ambos países y la cooperación y coordinación entre tales autoridades para implementar dicho mecanismo.

Artículo V

Ambas Partes se comprometen a aplicar las siguientes condiciones financieras en el intercambio de conocimientos, capacitación y visitas informativas:

A – Envío de expertos:

El país anfitrión se compromete a abonar los gastos correspondientes al pasaje aéreo (ida y vuelta) de los expertos en clase económica y los honorarios determinados por las Partes Contratantes en función de los antecedentes académicos y experiencia de los expertos y de la duración de las tareas respectivas.

B – Capacitación del personal (desarrollo de capacidades):

La misión se compromete a abonar los gastos de traslado (ida y vuelta) y el país anfitrión sufragará los gastos de capacitación, alojamiento y tratamiento médico en caso de enfermedad.

C – Visitas informativas:

De conformidad con lo acordado entre las Partes.

Artículo VI

Toda controversia que surja de la aplicación del presente Memorándum de Entendimiento se resolverá a través de conversaciones y consultas amistosas entre las Partes.

Artículo VII

1. Las siguientes autoridades serán responsables de la implementación del presente Memorándum de Entendimiento:
 - a. Por la República Argentina: la Secretaría de Transporte;
 - b. Por la República Árabe Siria: el Ministerio de Transporte.
2. Las Partes no podrán introducir enmiendas o modificaciones al presente Memorándum de Entendimiento, salvo que acuerden en ese sentido, previa propuesta presentada por escrito por cualquiera de ellas.
3. Los agregados y las modificaciones mencionadas en el párrafo precedente entrarán en vigor de conformidad con lo estipulado en el párrafo 1 del Artículo VIII del presente Memorándum de Entendimiento.

Artículo VIII

1. El presente Memorándum de Entendimiento entrará en vigor en la fecha de su firma.
2. El presente Memorándum de Entendimiento tendrá una vigencia de cinco (5) años, y se renovará automáticamente por períodos de igual duración, salvo que una de las Partes manifieste su voluntad de darlo por terminado, por escrito y con una antelación no menor de seis (6) meses a la finalización de cada período.

Hecho en Buenos Aires, el 2 de julio de 2010, en dos originales en los idiomas español, árabe e inglés, siendo ambos igualmente auténticos. En caso de divergencia en la interpretación, prevalecerá el texto en inglés.



Por el Gobierno de la
República Argentina



Por el Gobierno de la
República Árabe Siria

[TRANSLATION – TRADUCTION]

MÉMORANDUM D'ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE ARGENTINE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE ARABE SYRIENNE RELATIF À LA COOPÉRATION DANS LA GESTION ET L'ORGANISATION DU TRANSPORT URBAIN ET À L'ÉCHANGE D'EXPÉRIENCES DANS CE DOMAINE

Le Gouvernement de la République argentine et le Gouvernement de la République arabe syrienne, ci-après dénommés « les Parties »,

Bien conscients de l'importance de la coopération dans le domaine de la gestion et de l'organisation du transport et du trafic urbains, qui est l'un des éléments du développement social et économique des deux pays,

Guidés par le souhait de la Partie syrienne de tirer parti de l'expérience de la Partie argentine s'agissant de l'utilisation de gaz naturel comprimé dans les moyens de transport, en vue de mettre en place une coopération fructueuse et efficace entre les deux pays,

Sont convenus de ce qui suit :

Article premier

Les activités de coopération des Parties sont les suivantes :

1. Tirer parti de l'expérience de l'Argentine s'agissant des moyens de transport fonctionnant au gaz naturel comprimé et des accessoires, du mécanisme d'exploitation et des investissements qui sont liés à ces moyens de transport;
2. Échanger des données d'expérience et informations s'agissant de la préparation d'études complètes sur le système de transport urbain (plan-cadre);
3. Encourager le secteur privé à participer aux investissements dans le transport urbain et élaborer des mesures d'incitation, des moyens et des garanties nécessaires pour le renforcement de cette participation;
4. Développer le mécanisme de travail des autorités publiques dans le domaine du transport urbain;
5. Former le personnel des entreprises de transport urbain en mettant sur pied des programmes de formation et des visites d'information.

Article II

Les deux Parties échangent les éléments ci-après :

1. Des documents de conférences, de séminaires et d'ateliers consacrés au transport urbain;
2. Des recherches pratiques communes dans le domaine du transport urbain;
3. Des mécanismes et des moyens pour encourager le secteur privé à investir dans le domaine du transport urbain.

4. Tous types de soutien, d'investissement et de consultations techniques dans le domaine du transport urbain.

Article III

1. Les Parties se soutiennent mutuellement et coordonnent en permanence leur action dans les organisations et les conférences arabes et internationales.

2. Les Parties coopèrent s'agissant de leur participation aux conférences internationales dans le domaine du transport urbain, chaque fois que cela est possible et n'est pas contraire à leurs intérêts.

3. En cas d'incompatibilité entre le présent Mémorandum d'accord et les accords arabes et internationaux dans le domaine du transport et du trafic urbains, lesdits accords prévalent.

Article IV

Les Parties créent un groupe de travail mixte qui a le droit de soumettre des propositions dans le domaine du transport urbain aux autorités compétentes pour accomplir les procédures nécessaires. Elles se réunissent alternativement dans chacun des pays, selon les besoins, aux fins ci-après :

1. Définir le programme exécutif de coopération en fonction d'un calendrier dont elles conviendront plus tard;

2. Étudier les aspects de la coopération mis en œuvre conformément au présent Mémorandum d'accord, évaluer les résultats obtenus, recenser les difficultés et trouver les solutions appropriées;

3. Coordonner et étudier les spécifications techniques spéciales des moyens et des modèles de transport urbain et en assurer le développement;

4. Étudier le système de transport urbain appliqué dans les deux pays et son mécanisme de fonctionnement, et mettre en place une coordination entre elles en vue de son développement;

5. Étudier le mécanisme de fonctionnement des autorités de transport urbain dans les deux pays et mettre en place une coopération et une coordination entre lesdites autorités afin de développer ce mécanisme.

Article V

Les deux Parties s'engagent à respecter les modalités financières ci-après s'agissant de l'échange d'experts, de la formation et des visites d'information :

A – Échange d'experts :

Le pays hôte prend en charge les frais de voyage (billet d'avion aller-retour) en classe économique et la rémunération de l'expert, telle que définie par les Parties contractantes compte tenu des qualifications et de l'expérience de l'expert et de la durée de la mission.

B – Formation du personnel (renforcement des capacités) :

La mission prend en charge les frais de voyage (aller-retour) et le pays hôte prend en charge le coût de la formation, du logement et des soins de santé en cas de maladie.

C – Visites d'information :

Les deux Parties conviennent des modalités.

Article VI

Les deux Parties règlent par la voie de discussions et de consultations amiables les différends qui surviendraient entre elles concernant l'application du présent Mémoire d'accord.

Article VII

1. Les autorités ci-après sont responsables de la mise en œuvre du présent Mémoire d'accord :

- pour la République argentine : le Secrétariat aux transports;
- pour la République arabe syrienne : le Ministère des transports.

2. Les modifications ou ajouts au présent Mémoire d'accord doivent faire l'objet d'une proposition écrite de l'une des Parties, qui doit être approuvée par l'autre.

3. Les ajouts et modifications visés au paragraphe précédent entrent en vigueur conformément aux dispositions du paragraphe 1 de l'article VIII du présent Mémoire d'accord.

Article VIII

1. Le présent Mémoire d'accord entre en vigueur à la date de sa signature.

2. Le présent Mémoire d'accord reste valable pour une période de cinq (5) ans à compter de la date de son entrée en vigueur. Il est renouvelé automatiquement pour de nouvelles périodes de même durée, à moins que l'une ou l'autre des Parties ne s'y oppose par écrit six (6) mois avant la fin d'une de ces périodes.

FAIT ET SIGNÉ à Buenos Aires, le 2 juillet 2010, en deux exemplaires originaux dans les langues arabe, espagnole et anglaise, tous les textes faisant également foi. En cas de divergence d'interprétation, le texte anglais prévaudra.

Pour le Gouvernement de la République argentine :

JUAN PABLO SCHIAVI

Pour le Gouvernement de la République arabe syrienne :

RIMA KADRI

No. 48888

**Argentina
and
Chile**

Basic Agreement on technical and scientific cooperation between the Government of the Argentine Republic and the Government of the Republic of Chile. Santiago, 26 August 1994

Entry into force: *26 September 1996 by notification, in accordance with article XII*

Authentic text: *Spanish*

Registration with the Secretariat of the United Nations: *Argentina, 16 August 2011*

**Argentine
et
Chili**

Accord de base relatif à la coopération technique et scientifique entre le Gouvernement de la République argentine et le Gouvernement de la République du Chili. Santiago, 26 août 1994

Entrée en vigueur : *26 septembre 1996 par notification, conformément à l'article XII*

Texte authentique : *espagnol*

Enregistrement auprès du Secrétariat des Nations Unies : *Argentine, 16 août 2011*

[SPANISH TEXT – TEXTE ESPAGNOL]

CONVENIO
BASICO DE COOPERACION TECNICA Y CIENTIFICA
ENTRE
EL GOBIERNO DE LA REPUBLICA ARGENTINA
Y
EL GOBIERNO DE LA REPUBLICA DE CHILE.

El Gobierno de la República Argentina y el Gobierno de la República de Chile, en adelante denominados las "Partes Contratantes";

Animados por el deseo de fortalecer los tradicionales lazos de amistad existentes entre los dos pueblos;

Concientes de su interés común por promover y fomentar el progreso técnico y científico y de las ventajas recíprocas que resultarían de una cooperación en campos de interés mutuo;

Convencidos de la importancia de establecer mecanismos que contribuyan al desarrollo de este proceso y de la necesidad de ejecutar programas específicos de cooperación técnica y científica, que tengan efectiva incidencia en el avance económico y social de sus respectivos países;

Acuerdan lo siguiente:

ARTICULO I

A los efectos de la aplicación e interpretación del presente Convenio se entiende por programa el conjunto de proyectos a través de los cuales se implementa la cooperación técnica y científica; y proyecto, la herramienta que la ejecuta.

ARTICULO II

1. Las Partes Contratantes se comprometen a elaborar y ejecutar, de común acuerdo, programas y proyectos de cooperación técnica y científica, en aplicación del presente Convenio que les servirá de base.

2. Estos programas y proyectos considerarán la participación, en su ejecución de organismos y entidades de los sectores público y privado de ambos países y, cuando sea necesario, de las universidades, organismos de investigación científica y técnica y organizaciones no gubernamentales. Deberán tomar en consideración, asimismo, la importancia de la ejecución de proyectos nacionales de desarrollo y de proyectos de desarrollo regional integrado.

3. Las Partes Contratantes podrán, cuando lo consideren necesario, celebrar Acuerdos Complementarios por la vía diplomática.

ARTICULO III

1. Para el cumplimiento de los fines del presente Convenio, las Partes Contratantes acordarán Programas Bienales, en consonancia con las prioridades de ambos países.

2. Los mencionados Programas Bienales serán evaluados periódicamente por el Grupo de Trabajo mencionado en el artículo VIII del presente Convenio.

ARTICULO IV

En la ejecución de los programas y proyectos realizados en conformidad con el presente Convenio, las Partes Contratantes podrán, siempre que lo estimaren necesario, incentivar y solicitar la participación y financiamiento de organismos económicos internacionales, regionales, así como de instituciones de terceros países.

ARTICULO V

Para los fines del presente Convenio, la cooperación técnica y científica entre los países podrá alcanzar las siguientes formas:

- a) realización conjunta o coordinada de programas de investigación y/o desarrollo.
- b) envío de expertos
- c) envío del equipo y material necesario para la ejecución de proyectos específicos.
- d) elaboración de programas de pasantía para entrenamiento profesional.
- e) concesión de becas de estudio para especialización.
- f) creación y operación de instituciones de investigación, laboratorios o centros de perfeccionamiento;
- g) organización de seminarios y conferencias;
- h) prestación de servicios de consultoría;
- i) intercambio de información científica y tecnológica;
- j) desarrollo de actividades conjuntas de cooperación en terceros países;
- k) cualquier otra modalidad pactada por las Partes Contratantes.

ARTICULO VI

Sin perjuicio de la posibilidad de extender la cooperación a todos los ámbitos que las Partes Contratantes estimen conveniente, se señalan como áreas de especial interés mutuo las siguientes:

- Medio Ambiente y Recursos Naturales
- Innovación Tecnológica y Productiva

- Energía
- Electrónica
- Minería
- Pesca
- Agricultura y Agro-industria
- Puertos
- Transporte y Comunicaciones
- Vivienda y Urbanismo
- Turismo
- Salud y Previsión Social
- Comercio e Inversiones
- Planificación y Desarrollo

ARTICULO VII

1. Con el fin de efectuar la coordinación de las acciones para el cumplimiento del presente Convenio y de lograr las mejores condiciones para su ejecución, las Partes Contratantes establecen una Comisión Mixta compuesta por representantes de ambas Partes, que se reunirá alternadamente cada dos años, en Buenos Aires y en Santiago. Esta Comisión Mixta tendrá las siguientes funciones:

- a) Evaluar y demarcar áreas prioritarias en que sería factible la realización de proyectos específicos de cooperación técnica y científica.
- b) Analizar, evaluar, aprobar y revisar los Programas Bienales de cooperación técnica y científica.
- c) *Supervisar el buen funcionamiento del presente Convenio y efectuar a las Partes las recomendaciones que considere pertinente.*

2. Sin perjuicio de lo previsto en el punto 1. de este artículo, cada una de las Partes podrá someter a la otra, en cualquier momento, proyectos específicos de cooperación técnica y científica, para su debido estudio y posterior aprobación dentro de la Comisión Mixta. Asimismo, las Partes Contratantes podrán convocar, de común acuerdo y cuando lo consideren necesario, reuniones especiales de la Comisión Mixta.

ARTICULO VIII

1. No obstante lo dispuesto en el artículo anterior y con el objeto de contar con un mecanismo constante de programación y ejecución, las Partes Contratantes deciden establecer un Grupo de Trabajo de Cooperación Técnica y Científica.

2. El Grupo de Trabajo será integrado por representantes del Ministerio de Relaciones Exteriores, Comercio Internacional y Culto de la República Argentina y del Ministerio de Relaciones Exteriores de la República de Chile, quienes estarán facultados para invitar a las entidades o instituciones que consideren conveniente.

3. Corresponderá a este Grupo de Trabajo:

- a) elaborar informes globales y sectoriales sobre la evolución de la cooperación técnica y científica entre ambos países;
- b) proponer a la Comisión Mixta la elaboración de Programas Bienales, identificando los proyectos específicos a ser desarrollados, así como los recursos necesarios para su cumplimiento; y
- c) supervisar la ejecución de los proyectos acordados, arbitrando los medios para su conclusión en los plazos previstos.

ARTICULO IX

Los costos de pasajes aéreos de ida y vuelta que implique el envío del personal a que se refiere el artículo V del presente Convenio, de una de las Partes al territorio de la otra, se sufragará por la Parte que lo envíe. El costo del hospedaje, alimentación, transporte local y otros gastos necesarios para la ejecución del Programa se cubrirá por la Parte receptora. Expresamente se podrá especificar de otra manera en los Programas o en los Acuerdos Complementarios.

ARTICULO X

Se aplicará a los funcionarios y expertos de cada una de las Partes Contratantes, designados para trabajar en el territorio de la otra, que no sean nacionales o residentes permanentes en el territorio de la otra Parte, las normas sobre los privilegios y exenciones de los funcionarios y expertos de las Naciones Unidas.

ARTICULO XI

Se aplicará a los equipos y materiales suministrados a cualquier título, por un Gobierno u otro, en el marco de proyectos de cooperación técnica y científica, las normas que rigen la internación de equipos y materiales proporcionados por las Naciones Unidas en los proyectos y programas de cooperación técnica y científica.

ARTICULO XII

1. El presente Convenio entrará en vigor en la fecha de la última notificación en que una de las partes comunique a la otra que se ha dado cumplimiento a los trámites constitucionales y legales correspondientes.
2. El presente Convenio tendrá vigencia indefinida. Cualquiera de las Partes podrá ponerle término mediante comunicación escrita dirigida a la otra. El Convenio terminará seis (6) meses después de la fecha de la referida comunicación.
3. En cualquier caso de término de la vigencia de este Convenio, los programas y proyectos en ejecución no se verán afectados y continuarán hasta su conclusión, salvo que las Partes convinieren de algún modo diferente.
4. Al entrar en vigor el presente Convenio terminará el de Cooperación Científica y Tecnológica firmado en Buenos Aires, el diecisiete de mayo de mil novecientos setenta y

cuatro. Los proyectos que a esa fecha se encuentren en ejecución continuarán hasta su terminación.

5. La aplicación del presente Convenio no afectará el desarrollo de los Convenios suscritos por cualquiera de las Partes Contratantes en el marco de mecanismos regionales o subregionales de integración. Asimismo, no implicará obligaciones de reciprocidad en ninguno de los casos.

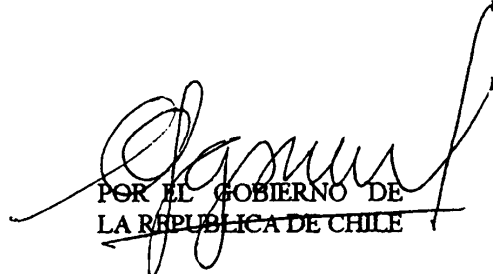
El presente Convenio Básico se firma en idioma español, en dos ejemplares, siendo ambos textos igualmente auténticos.

Hecho en la ciudad de Santiago, Chile, a los veintiséis días del mes de agosto de 1994.

POR EL GOBIERNO DE LA
REPUBLICA ARGENTINA



POR EL GOBIERNO DE
LA REPUBLICA DE CHILE



[TRANSLATION – TRADUCTION]

BASIC AGREEMENT ON TECHNICAL AND SCIENTIFIC COOPERATION
BETWEEN THE GOVERNMENT OF THE ARGENTINE REPUBLIC AND THE
GOVERNMENT OF THE REPUBLIC OF CHILE

The Government of the Argentine Republic and the Government of the Republic of Chile, hereinafter referred to as “the Parties”,

Desiring to strengthen the traditional ties of friendship existing between the two peoples,

Aware of their common interest in promoting and fostering scientific and technical progress and the reciprocal advantages that would result from cooperation in fields of mutual interest,

Convinced of the importance of establishing mechanisms that contribute to the development of this process and of the need to carry out specific technical and scientific cooperation programmes that would have a significant impact on the economic and social advancement of their respective countries,

Have agreed as follows:

Article I

For the purposes of the application and interpretation of this Agreement, “programme” shall be understood as all the projects through which technical and scientific cooperation is to be carried out, and “project” as the tool for executing it.

Article II

1. The Contracting Parties undertake to elaborate and execute, by mutual agreement, technical and scientific cooperation programmes and projects to implement this Agreement, which shall serve as a basis for them.

2. Such programmes and projects shall give consideration to inviting public- and private-sector agencies and entities of both countries and, if necessary, universities, scientific and technical research institutes and non-governmental organizations, to participate in their implementation. They shall also take into consideration the importance of carrying out national development projects and integrated regional development projects.

3. The Contracting Parties may conclude supplementary agreements through the diplomatic channel when they deem it necessary.

Article III

1. For the purposes of this Agreement, the Contracting Parties shall agree upon biennial programmes, consistent with the priorities of the two countries.

2. These biennial programmes shall be periodically evaluated by the Working Group referred to in article VIII of this Agreement.

Article IV

In executing programmes and projects under this Agreement, the Contracting Parties may, provided they deem it necessary, encourage and seek the participation and financing of international or regional economic organizations as well as institutions of third countries.

Article V

For the purposes of this Agreement, technical and scientific cooperation between the countries may take the following forms:

- (a) Joint or coordinated implementation of research and/or development programmes;
- (b) Provision of experts;
- (c) Provision of equipment and materials necessary for the execution of specific projects;
- (d) Development of internship programs for professional training;
- (e) Award of study grants for the purposes of specialization;
- (f) Establishment and operation of research institutions, laboratories or learning centres;
- (g) Organization of seminars and conferences;
- (h) Provision of consultancy services;
- (i) Exchange of scientific and technological information;
- (j) Development of joint cooperation activities in third countries;
- (k) Any other form agreed upon by the Contracting Parties.

Article VI

Without prejudice to the possibility of extending cooperation to all areas which the Contracting Parties may deem appropriate, the following areas are of particular interest to both:

- Environment and natural resources;
- Technological and productive innovation;
- Energy;
- Electronics;
- Mining;
- Fishing;
- Agriculture and agro-industry;
- Ports;
- Transport and communications;
- Housing and city planning;
- Tourism;
- Health and social welfare;
- Trade and investment;
- Planning and development.

Article VII

1. With a view to ensuring the coordination of activities for the fulfilment of this Agreement and establishing the best possible conditions for its implementation, the Contracting Parties shall establish a Joint Commission composed of representatives of the two Parties, which shall meet alternately in Buenos Aires and Santiago every two years. The Joint Commission shall have the following functions:

(a) Evaluate and define priority areas where it is deemed feasible to carry out specific technical and scientific cooperation projects;

(b) Analyse, evaluate, approve and review biennial technical and scientific cooperation programmes; and

(c) Oversee the effective implementation of this Agreement and make such recommendations to the Parties as it deems appropriate.

2. Without prejudice to the provisions of paragraph 1 of this article, each Party may submit to the other, at any time, specific technical and scientific cooperation projects for due consideration and subsequent approval by the Joint Commission. Furthermore, the Contracting Parties may convene special meetings of the Joint Commission by mutual agreement and when they deem it necessary.

Article VIII

1. Notwithstanding the provisions of the preceding article and with a view to having a regular mechanism for programming and implementation, the Contracting Parties decide to establish a Working Group on Technical and Scientific Cooperation.

2. The Working Group shall be composed of representatives of the Ministry for Foreign Affairs, International Trade and Worship of the Argentine Republic and the Ministry for Foreign Affairs of the Republic of Chile, who shall have the authority to invite the entities or institutions as they deem appropriate.

3. This Working Group shall be tasked with:

(a) preparing comprehensive and sectoral reports on the development of technical and scientific cooperation between the two countries;

(b) proposing to the Joint Commission the elaboration of biennial programmes, identifying specific projects to be carried out as well as the necessary resources for their implementation; and

(c) supervising the execution of the projects agreed upon, taking the necessary steps to ensure their completion within the required time frames.

Article IX

The cost of round-trip air fare for the dispatch of personnel referred to in article V of this Agreement from one Party to the territory of the other Party shall be borne by the sending Party. The cost of lodging, board, local transport and other expenses necessary for the execution of a programme shall be covered by the receiving Party, unless expressly specified otherwise in the programmes or in supplementary agreements.

Article X

The rules in force with respect to the privileges and immunities of United Nations officials and experts shall apply to the officials and experts of each of the Contracting Parties designated to work in the territory of the other Party, who are not nationals or permanent residents in its territory.

Article XI

The rules governing the entry of equipment and materials provided by the United Nations for technical and scientific cooperation projects shall apply to the equipment and materials provided for any purpose, by either Government, within the framework of technical and scientific cooperation projects.

Article XII

1. This Agreement shall enter into force on the date of the last notification in which one of the Parties communicates to the other that the corresponding constitutional and legal procedures have been fulfilled.

2. This Agreement shall be valid for an indefinite period. Either of the Parties may terminate it by giving written notification to the other. The Agreement shall be terminated six (6) months from the date of such notification.

3. In any case in which this Agreement ceases to be in effect, programmes and projects under way shall not be affected and shall continue until they are completed, unless the Parties have agreed otherwise.

4. Upon the entry into force of this Agreement, the Agreement on Scientific and Technological Cooperation signed in Buenos Aires on 17 May 1974 shall cease to be in effect. Projects that are in progress on the date that this Agreement enters into force shall be continued until they are completed.

5. Implementation of this Agreement shall not affect compliance with agreements signed by either of the Contracting Parties within the framework of regional or subregional integration mechanisms. Furthermore, in none of those cases shall it give rise to obligations of reciprocity.

This Basic Agreement is concluded in the Spanish language, in two copies, both texts being equally authentic.

DONE in the city of Santiago, Chile, on 26 August 1994.

For the Government of the Argentine Republic:

GUIDO DI TELLA

For the Government of the Republic of Chile:

CARLOS FIGUEROA SERRANO

[TRANSLATION – TRADUCTION]

ACCORD DE BASE RELATIF À LA COOPÉRATION TECHNIQUE ET SCIENTIFIQUE ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE ARGENTINE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE DU CHILI

Le Gouvernement de la République argentine et le Gouvernement de la République du Chili, ci-après dénommés les « Parties contractantes »,

Animés du désir de renforcer les liens traditionnels d'amitié qui existent entre les deux peuples,

Conscients de leur intérêt mutuel à promouvoir et à encourager le progrès technique et scientifique et reconnaissant les avantages qui se rattachent à une coopération dans des domaines d'intérêt commun,

Convaincus de l'importance de mettre sur pied des mécanismes qui contribuent à l'élaboration de ce processus et de la nécessité d'exécuter des programmes spécifiques de coopération technique et scientifique ayant une incidence notable sur le progrès économique et social de leurs pays respectifs,

Sont convenus de ce qui suit :

Article premier

Aux fins de l'application et de l'interprétation du présent Accord, le terme « programme » s'entend de l'ensemble des projets par lesquels la coopération technique et scientifique est mise en œuvre et le terme « projet » s'entend des outils qui permettent de l'exécuter.

Article II

1. Les Parties contractantes s'engagent à élaborer et à exécuter, d'un commun accord, des programmes et projets de coopération technique et scientifique en application du présent Accord, qui leur servira de base.

2. Ces programmes et projets peuvent prévoir la participation d'organismes et d'entités des secteurs public et privé des deux pays et, au besoin, d'universités, d'instituts de recherche technique et scientifique et d'organisations non gouvernementales lors de leur mise en œuvre. Ils doivent ainsi tenir compte de l'importance de l'exécution de projets nationaux de développement ainsi que de projets de développement régional intégré.

3. Les Parties contractantes peuvent conclure des accords complémentaires par la voie diplomatique lorsqu'elles l'estiment nécessaire.

Article III

1. Aux fins du présent Accord, les Parties contractantes conviennent de programmes bien-naux conformes aux priorités des deux pays.

2. Le Groupe de travail mentionné à l'article VIII du présent Accord évalue régulièrement lesdits programmes biennaux.

Article IV

Lors de l'exécution des programmes et projets mis en œuvre conformément au présent Accord, les Parties contractantes peuvent, lorsqu'elles l'estiment nécessaire, encourager et solliciter la participation et le financement d'organismes économiques internationaux ou régionaux et d'institutions de pays tiers.

Article V

Aux fins du présent Accord, la coopération technique et scientifique entre les pays peut revêtir les formes suivantes :

- a) La réalisation conjointe ou coordonnée de programmes de recherche et/ou de développement;
- b) L'envoi d'experts;
- c) L'envoi d'équipements et de matériel nécessaires à l'exécution de projets spécifiques;
- d) L'élaboration de programmes de stages à des fins de formation professionnelle;
- e) L'octroi de bourses d'études de spécialisation;
- f) La création et la gestion d'instituts de recherche, de laboratoires ou de centres de perfectionnement;
- g) L'organisation de séminaires et de conférences;
- h) La prestation de services de conseil;
- i) L'échange d'informations scientifiques et technologiques;
- j) La réalisation d'activités conjointes de coopération dans des pays tiers;
- k) Toute autre modalité convenue entre les Parties contractantes.

Article VI

Sans préjudice de la possibilité pour les Parties contractantes d'étendre leur coopération à tous les domaines qu'elles jugent appropriés, sont désignés d'intérêt mutuel les domaines suivants :

- L'environnement et les ressources naturelles;
- L'innovation technologique et productive;
- L'énergie;
- L'électronique;
- L'exploitation minière;
- La pêche;
- L'agriculture et l'agro-industrie;
- Les ports;

- Le transport et les communications;
- Le logement et l'urbanisme;
- Le tourisme;
- La santé et l'assistance sociale;
- Le commerce et l'investissement;
- La planification et le développement.

Article VII

1. Les Parties contractantes créent une commission mixte composée de représentants de leur pays pour assurer la coordination des activités mises en œuvre en vertu du présent Accord ainsi que les conditions optimales pour son exécution. Cette commission se réunit tantôt à Buenos Aires, tantôt à Santiago, tous les deux ans. Elle exerce les fonctions suivantes :

- a) évaluer et définir les domaines prioritaires dans lesquels des projets spécifiques de coopération technique et scientifique sont réalisables;
- b) analyser, évaluer, approuver et réviser les programmes biennaux de coopération technique et scientifique;
- c) superviser le bon fonctionnement du présent Accord et adresser aux Parties les recommandations qu'elle juge pertinentes.

2. Sans préjudice des dispositions du paragraphe 1 du présent article, l'une quelconque des Parties peut, à tout moment, soumettre à l'autre Partie des projets spécifiques de coopération technique et scientifique, aux fins d'examen et d'approbation ultérieure par la Commission mixte. En outre, les Parties contractantes peuvent convoquer, d'un commun accord et lorsqu'elles l'estiment nécessaire, des réunions extraordinaires de la Commission mixte.

Article VIII

1. Nonobstant les dispositions de l'article précédent et dans le but de disposer d'un mécanisme permanent de programmation et d'exécution, les Parties contractantes décident de créer un Groupe de travail sur la coopération technique et scientifique.

2. Le Groupe de travail est composé de représentants du Ministère des affaires étrangères, du commerce international et du culte de la République argentine et de représentants du Ministère des affaires étrangères de la République du Chili, qui sont habilités à inviter les entités ou institutions qu'ils estiment pertinentes.

3. Le Groupe de travail est chargé de :

- a) rédiger des rapports globaux et sectoriels sur l'évolution de la coopération technique et scientifique entre les deux pays;
- b) proposer à la Commission mixte l'élaboration de programmes biennaux, en déterminant les projets spécifiques à mettre en œuvre ainsi que les ressources nécessaires à leur réalisation; et
- c) superviser l'exécution des projets convenus, en mettant en place les moyens nécessaires à leur achèvement dans les délais impartis.

Article IX

Les frais des billets d'avion aller et retour pour l'envoi de personnel visé à l'article V du présent Accord, d'une Partie vers le territoire de l'autre Partie, sont pris en charge par la Partie expéditrice. Les frais afférents à l'hébergement, à l'alimentation, aux transports locaux et les autres dépenses nécessaires à la mise en œuvre d'un programme sont pris en charge par la Partie destinataire. Il peut en être spécifié autrement dans les programmes ou accords complémentaires.

Article X

Les règles relatives aux privilèges et immunités dont bénéficient les fonctionnaires et experts des Nations Unies s'appliqueront aux fonctionnaires et experts de chacune des Parties contractantes désignés pour travailler sur le territoire de l'autre Partie et qui ne sont pas des ressortissants ou des résidents permanents de cette autre Partie.

Article XI

Les règles relatives à l'entrée d'équipements et de matériel fournis par l'Organisation des Nations Unies pour les projets de coopération technique et scientifique s'appliquent aux équipements et au matériel fournis à quelque titre que ce soit, par l'un ou l'autre Gouvernement, dans le cadre de projets de coopération technique et scientifique.

Article XII

1. Le présent Accord entre en vigueur à la date de la dernière notification par laquelle l'une des Parties informe l'autre Partie que les procédures constitutionnelles et juridiques correspondantes ont été accomplies.

2. Le présent Accord est conclu pour une durée indéfinie. L'une quelconque des Parties peut le dénoncer par notification écrite adressée à l'autre Partie. Le présent Accord cesse de produire ses effets six (6) mois à compter de la date de la notification susmentionnée.

3. La dénonciation du présent Accord n'affecte en rien l'exécution des programmes et des projets en cours, qui se poursuivent jusqu'à leur achèvement, sauf si les Parties en conviennent autrement.

4. À compter de l'entrée en vigueur du présent Accord, l'Accord relatif à la coopération scientifique et technologique signé le 17 mai 1974 à Buenos Aires cesse d'avoir effet. Les projets en cours au moment de l'entrée en vigueur du présent Accord se poursuivent jusqu'à leur achèvement.

5. L'application du présent Accord n'affecte en rien l'exécution des accords signés par l'une et l'autre Parties contractantes dans le cadre de mécanismes d'intégration régionaux ou sous-régionaux. En outre, il n'implique en aucun cas des obligations de réciprocité.

Le présent Accord de base est conclu en langue espagnole, en deux exemplaires, les deux textes faisant également foi.

FAIT à Santiago (Chili), le 26 août 1994.

Pour le Gouvernement de la République argentine :

GUIDO DI TELLA

Pour le Gouvernement de la République du Chili :

CARLOS FIGUEROA SERRANO

No. 48889

**Argentina
and
Chile**

Agreement between the Argentine Republic and the Republic of Chile for the implementation of South-South triangular cooperation initiatives. Buenos Aires, 6 August 2009

Entry into force: *17 December 2010 by notification, in accordance with article 9*

Authentic text: *Spanish*

Registration with the Secretariat of the United Nations: *Argentina, 16 August 2011*

**Argentine
et
Chili**

Accord entre la République argentine et la République du Chili relatif à la réalisation d'initiatives de coopération triangulaire Sud-Sud. Buenos Aires, 6 août 2009

Entrée en vigueur : *17 décembre 2010 par notification, conformément à l'article 9*

Texte authentique : *espagnol*

Enregistrement auprès du Secrétariat des Nations Unies : *Argentine, 16 août 2011*

[SPANISH TEXT – TEXTE ESPAGNOL]

ACUERDO
ENTRE LA REPÚBLICA ARGENTINA
Y LA REPÚBLICA DE CHILE
PARA LA REALIZACIÓN DE INICIATIVAS DE
COOPERACIÓN SUR-SUR TRIANGULAR

La República Argentina y la República de Chile, en adelante denominadas “las Partes”,

VISTOS,

El Tratado de Paz y Amistad Argentino-Chileno, firmado en la Ciudad del Vaticano, el 29 de noviembre de 1984.

El “Convenio Básico de Cooperación Técnica y Científica entre el Gobierno de la República Argentina y el Gobierno de la República de Chile”, firmado en Santiago, Chile, el 26 de agosto de 1994.

La “Declaración de Principios y Líneas de Acción Conjunta”, firmada en Buenos Aires, el 21 de marzo de 2006.

CONSIDERANDO,

Que la Cooperación Sur-Sur Triangular es una posibilidad innovadora, que al fomentar el diálogo entre diferentes actores de la Cooperación Internacional, permite no sólo sumar y optimizar recursos, sino también compartir diferentes experiencias, conocimientos y tecnologías desarrolladas por las Partes.

Que la Cooperación Sur-Sur Triangular posibilita formular propuestas de cooperación prolongadas en tiempo y recursos, gracias a la asociación de las Partes.

Que las actividades de Cooperación Sur-Sur Triangular permiten a los terceros países donde se realizan los proyectos conjuntos, fortalecer su capacidad de generar estrategias propias de desarrollo.

Que las Partes desean formalizar un marco de entendimiento a partir del cual puedan, de manera conjunta, identificar e implementar acciones de Cooperación Sur-Sur

Triangular en terceros países que soliciten dichas cooperaciones en función de sus ventajas comparativas y las posibilidades de compartir la experiencia desarrollada por las Partes.

Que ello redundará en un fortalecimiento de la relación entre las Partes en particular, y de la Cooperación Sur-Sur en general, al desarrollar programas y proyectos que permitan maximizar la eficiencia, el impacto y la sustentabilidad de las acciones que se ejecuten.

Que la reconocida experiencia de las Partes en el campo de la cooperación técnica les permitirá desarrollar acciones sólidas de cooperación conjunta con terceros países.

ACUERDAN:

Artículo 1

Objeto

El presente Acuerdo tiene por objeto asociar esfuerzos y compartir experiencias y buenas prácticas entre las Partes, promoviendo y ejecutando asistencias técnicas conjuntas en terceros países, a través de los mecanismos de los que cada uno dispone, en el marco de lo expresado en el Convenio Básico de Cooperación Técnica y Científica suscrito entre ambos Estados en 1994 y de sus respectivas estructuras de cooperación técnica.

Artículo 2

Selección de Proyectos

Las Partes efectuarán misiones conjuntas a los países que soliciten su cooperación, a fin de identificar conjuntamente con las instituciones del Tercer País interesado, las actividades de cooperación a realizar y la elaboración de los correspondientes Documentos de Proyecto.

Los Documentos de Proyecto, que explicitarán los objetivos, resultados, actividades e indicadores de gestión e impacto que se pretenden alcanzar y su presupuesto, serán elaborados conjuntamente mediante la planificación participativa, con la intervención del país que solicitó desarrollar las actividades de cooperación.

Los Documentos de Proyecto serán aprobados mediante la firma de todas las Partes intervinientes, de acuerdo a lo señalado en el párrafo segundo del Artículo 5.

Todas las actividades previstas en los proyectos objeto del presente Acuerdo estarán sujetas a la normativa vigente, que en cada caso resulte aplicable, en la República Argentina, en la República de Chile y en el ordenamiento jurídico del Tercer País en el que se desarrolle la cooperación.

Artículo 3 **Autoridades de ejecución**

La República Argentina designa a la Dirección General de Cooperación Internacional del Ministerio de Relaciones Exteriores, Comercio Internacional y Culto como responsable de la elaboración, coordinación, seguimiento y evaluación de las acciones de cooperación previstas en el marco del presente Acuerdo.

La República de Chile designa a la Agencia de Cooperación Internacional de Chile como responsable de la elaboración, coordinación, seguimiento y evaluación de las acciones de cooperación a desarrollar en el marco del presente Acuerdo.

Artículo 4 **Apoyos institucionales**

En la ejecución de las actividades de cooperación previstas en los Documentos de Proyecto, las Partes podrán solicitar el apoyo a instituciones públicas y del sector privado, organizaciones no gubernamentales, organismos internacionales, agencias de cooperación técnica, fondos y programas regionales e internacionales.

Artículo 5 **Comisión Conjunta de Coordinación**

Para el desarrollo de las actividades, proyectos y programas de cooperación técnica y su seguimiento y evaluación, se establecerá una Comisión Conjunta de Coordinación, que se reunirá una vez al año y siempre que sea necesario.

Esta Comisión estará compuesta por las autoridades que dirigen las instituciones mencionadas en el Artículo 3, y por aquellas que encabezan las instituciones designadas por el Estado en el que se realicen las actividades de cooperación, como así también por representantes de aquellas organizaciones que estén involucradas en la ejecución de los programas y proyectos que se desarrollen en el marco del presente Acuerdo.

Artículo 6 **Información**

Las Partes se mantendrán recíproca y mutuamente informadas sobre sus respectivas acciones en el ámbito del presente Acuerdo.

Artículo 7 Publicación

Los documentos elaborados y resultantes de las actividades de cooperación desarrolladas en el contexto de los proyectos a los cuales se refiere el presente Acuerdo, serán de propiedad común de las Partes y del Tercer País socio en la cooperación.

Las versiones oficiales de los documentos de trabajo serán elaboradas siempre en los idiomas de las Partes y en el idioma del Tercer País donde se desarrollen las actividades.

En caso de publicación de los referidos documentos, las Partes deberán ser expresamente consultadas, brindar su autorización y ser mencionadas en el texto de los documentos.

Artículo 8 Solución de Controversias

Las controversias entre las Partes relativas a la interpretación o aplicación de las disposiciones del presente Acuerdo serán resueltas a través de la vía diplomática.

Artículo 9 Entrada en vigor y terminación

El presente Acuerdo entrará en vigor en la fecha de la última notificación por la que las Partes se comuniquen por la vía diplomática el cumplimiento de los requisitos internos necesarios para su entrada en vigor, y podrá ser modificado por ellas de común acuerdo.

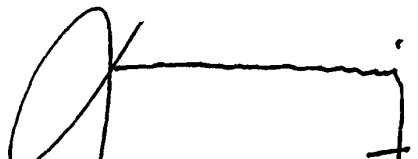
El presente Acuerdo tendrá una duración de cinco (5) años y se renovará automáticamente por idénticos períodos, a menos que una de las Partes notifique a la otra, por vía diplomática, su intención de no prorrogarlo con una antelación no menor a los seis (6) meses a la fecha de vencimiento del período que corresponda.

Cualquiera de las Partes podrá dar por terminado el presente Acuerdo mediante notificación a la otra Parte por la vía diplomática, la que surtirá efecto a los seis (6) meses de tal notificación.

La terminación del presente Acuerdo no afectará el normal desarrollo y conclusión de las actividades de cooperación que se encuentren en curso de ejecución.


Hecho en Buenos Aires, el 6 de agosto de 2009, en dos ejemplares originales, en idioma español, siendo ambos igualmente auténticos.

Por la República Argentina



Jorge Enrique Taiana
Ministro de Relaciones Exteriores,
Comercio Internacional y Culto

Por la República de Chile



Mariano Fernández Amunátegui
Ministro de Relaciones Exteriores

[TRANSLATION – TRADUCTION]

AGREEMENT BETWEEN THE ARGENTINE REPUBLIC AND THE REPUBLIC OF CHILE FOR THE IMPLEMENTATION OF SOUTH-SOUTH TRIANGULAR CO-OPERATION INITIATIVES

The Argentine Republic and the Republic of Chile, hereinafter referred to as “the Parties”,
Bearing in mind,

The Argentine-Chilean Treaty of Peace and Friendship, signed in Vatican City, on 29 November 1984,

The Basic Agreement on Technical and Scientific Cooperation between the Government of the Argentine Republic and the Government of the Republic of Chile, signed in Santiago, Chile, on 26 August 1994,

The Declaration of Principles and Guidelines for Joint Action, signed in Buenos Aires on 21 March 2006,

Considering,

That South-South triangular cooperation is an innovative possibility which, by promoting dialogue between various participants in international cooperation, makes it possible not only to pool and optimize resources, but also to share different experiences, knowledge and technologies developed by the Parties,

That South-South triangular cooperation makes it possible to formulate cooperation proposals that are extensive in both time and resources, thanks to the partnership between the Parties,

That South-South triangular cooperation activities enable the third countries, in which the joint projects are undertaken, to strengthen their capacity to generate their own development strategies,

That the Parties wish to formalize a framework of understanding, on the basis of which they can jointly identify and implement South-South triangular cooperation actions in third countries that request such cooperation, on the basis of their comparative advantages and possibilities for sharing the experience gained by the Parties,

That this will strengthen relations between the Parties in particular, and South-South cooperation in general, by developing programmes and projects that make it possible to maximize the efficiency, impact and sustainability of the actions undertaken,

That the recognized experience of the Parties in the field of technical cooperation will enable them to develop solid joint cooperation actions with third countries,

Have agreed as follows:

Article 1. Purpose

The purpose of this Agreement is to pool efforts and to share experiences and good practices between the Parties, promoting and implementing joint technical assistance in third countries, using the mechanisms available to each of them, in the framework of the Basic Agreement on Tech-

nical and Scientific Cooperation signed between the two States in 1994, and their respective technical cooperation structures.

Article 2. Selection of projects

The Parties shall undertake joint missions to countries that request their cooperation, with a view to identifying, jointly with the institutions of the third country in question, the cooperation activities to be undertaken, and preparing the corresponding project documents.

The project documents, which will specify the objectives, results, activities, management indicators and impacts it is intended to achieve, together with the corresponding budget, will be prepared jointly through participatory planning processes, involving the country that requested the development of cooperation activities.

The project documents will be approved by the signature of all intervening Parties, as described in paragraph 2 of article 5.

All of the activities envisaged in the projects covered by this Agreement will be subject to current regulations, as applicable to each case in the Argentine Republic and in the Republic of Chile, and in laws of the third country in which the cooperation is carried out.

Article 3. Implementation authorities

The Argentine Republic appoints the General Directorate of International Cooperation of the Ministry for Foreign Affairs, International Trade and Worship as responsible for the preparation, coordination, monitoring and evaluation of the cooperation actions envisaged under this Agreement.

The Republic of Chile appoints the International Cooperation Agency of Chile as responsible for the preparation, coordination, monitoring and evaluation of the cooperation actions to be undertaken under this Agreement.

Article 4. Institutional support

In the execution of the cooperation activities provided for in the project documents, the Parties may request support from public- and private-sector institutions, non-governmental organizations, international organizations, technical cooperation agencies and regional and international funds and programs.

Article 5. Joint Coordination Committee

For the implementation of the technical cooperation activities, projects and programmes, and their monitoring and evaluation, a Joint Coordination Committee will be created, which will meet once a year, and whenever necessary.

This Committee will consist of the authorities that direct the institutions mentioned in article 3, and by the authorities of institutions designated by the State in which the cooperation activities are carried out, together with representatives from organizations who participate in implementing the programmes and projects established under this Agreement.

Article 6. Information

The Parties shall keep each other mutually informed of their respective actions under this Agreement.

Article 7. Publication

Documents prepared as a result of the cooperation activities undertaken within the framework of the projects under this Agreement will be the joint property of the Parties and of the third-country partner in the cooperation.

The official versions of the working documents will always be prepared in the languages of the Parties and in the language of the third country in which the activities are undertaken.

Should the aforementioned documents be published, the Parties shall be expressly consulted, give their authorization and be mentioned in the text of the documents.

Article 8. Dispute settlement

Any disputes arising between the Parties over the interpretation or application of the provisions of this Agreement shall be resolved through the diplomatic channel.

Article 9. Entry into force and termination

This Agreement shall enter into force on the date of the last notification whereby the Parties inform each other through the diplomatic channel that the domestic requirements for its entry into force have been completed, and it may be amended by mutual agreement.

This Agreement shall last for five (5) years and be renewed automatically for identical periods unless one of the Parties notifies the other, through the diplomatic channel, of its intention not to renew it, giving at least six (6) months' notice before the expiry date of the period in question.

Either of the Parties may terminate this Agreement by notifying the other Party, through the diplomatic channel, in which case termination shall take effect six (6) months after such notification.

The termination of this Agreement shall not affect the development and completion of ongoing cooperation activities.

DONE in Buenos Aires, on 6 August 2009, in two original copies in the Spanish language, both texts being equally authentic.

For the Argentine Republic:

JORGE ENRIQUE TAIANA

Minister of Foreign Affairs, International Trade and Worship

For the Republic of Chile:

MARIANO FERNÁNDEZ AMUNÁTEGUI

Minister of Foreign Affairs

[TRANSLATION – TRADUCTION]

ACCORD ENTRE LA RÉPUBLIQUE ARGENTINE ET LA RÉPUBLIQUE DU CHILI
RELATIF À LA RÉALISATION D'INITIATIVES DE COOPÉRATION TRIAN-
GULAIRE SUD-SUD

La République argentine et la République du Chili, ci-après dénommées les « Parties »,

Vu

Le Traité de paix et d'amitié entre la République argentine et la République du Chili, signé le 29 novembre 1984 à la Cité du Vatican,

L'Accord de base relatif à la coopération technique et scientifique entre le Gouvernement de la République argentine et le Gouvernement de la République du Chili, signé à Santiago (Chili) le 26 août 1994,

La Déclaration de principes et lignes directrices pour une action conjointe, signée à Buenos Aires, le 21 mars 2006,

Considérant,

Que la coopération triangulaire Sud-Sud est une possibilité novatrice qui, en encourageant le dialogue entre les différents acteurs de la coopération internationale, permet non seulement de réunir et d'optimiser les ressources, mais aussi de partager différentes expériences, des connaissances et des technologies élaborées par les Parties,

Que, grâce à l'association des Parties, la coopération triangulaire Sud-Sud permet de formuler des propositions de coopération à long terme avec davantage de ressources,

Que les activités de coopération triangulaire Sud-Sud permettent aux pays tiers où sont réalisés les projets communs de renforcer leurs capacités pour mettre au point leurs propres stratégies de développement,

Que les Parties souhaitent formaliser un cadre d'entente à partir duquel elles peuvent conjointement identifier et mettre en œuvre des mesures de coopération triangulaire Sud-Sud dans les pays tiers qui demandent la mise en place de telles coopérations en fonction de leurs avantages comparatifs et des possibilités de partager l'expérience acquise par les Parties,

Que ceci conduira au renforcement des relations entre les Parties en particulier et, plus généralement, de la coopération Sud-Sud lors de la mise en œuvre de programmes et de projets visant à optimiser l'efficacité, l'impact et la durabilité des actions menées,

Que l'expérience avérée des Parties en matière de coopération technique leur permettra de mettre en place des actions solides de coopération conjointe avec des pays tiers,

Sont convenues de ce qui suit :

Article premier. Objet

Le présent Accord vise à conjuguer les efforts et partager les expériences et les bonnes pratiques entre les Parties, en encourageant et en assurant, par le biais de mécanismes dont chacune dispose, une assistance technique conjointe dans des pays tiers, dans le cadre de l'Accord de base

relatif à la coopération technique et scientifique signé entre les deux États en 1994, ainsi que de leurs structures respectives de coopération technique.

Article 2. Sélection des projets

Les Parties effectueront des missions conjointes dans les pays sollicitant leur coopération afin d'identifier, en collaboration avec les institutions du pays tiers concerné, les activités de coopération à réaliser et d'élaborer les descriptifs de projet correspondants.

Les descriptifs de projet préciseront les objectifs, les résultats escomptés, les activités et les indicateurs de gestion et d'impact visés, ainsi que le budget correspondant, et seront élaborés conjointement dans le cadre d'une planification participative, avec la contribution du pays sollicitant le développement d'activités de coopération.

Les descriptifs de projet seront approuvés par la signature de toutes les Parties concernées, tel que décrit au paragraphe 2 de l'article 5.

Toutes les activités prévues dans les projets faisant l'objet du présent Accord seront soumises à la réglementation en vigueur qui, dans chaque cas, est applicable en République argentine, en République du Chili et dans le droit du pays tiers où est mise en place la coopération.

Article 3. Organismes d'exécution

La République argentine désigne la Direction générale de la coopération internationale du Ministère des affaires étrangères, du commerce international et du culte comme responsable de l'élaboration, de la coordination, du suivi et de l'évaluation des actions de coopération prévues dans le cadre du présent Accord.

La République du Chili désigne l'Agence de coopération internationale du Chili comme responsable de l'élaboration, de la coordination, du suivi et de l'évaluation des actions de coopération à mettre en place dans le cadre du présent Accord.

Article 4. Appuis institutionnels

Lors de la mise en œuvre des activités de coopération prévues dans les descriptifs de projet, les Parties pourront solliciter l'appui des institutions du secteur public et privé, des organisations non gouvernementales, des organismes internationaux, des agences de coopération technique, ainsi que des fonds et programmes régionaux et internationaux.

Article 5. Commission conjointe de coordination

Une commission conjointe de coordination est créée pour la mise en œuvre des activités, des projets et des programmes de coopération technique, ainsi que pour en assurer le suivi et l'évaluation. Elle se réunira une fois par an et selon que de besoin.

Cette commission se compose des autorités qui dirigent les institutions mentionnées à l'article 3 et de celles à la tête des institutions désignées par l'État au sein desquelles sont menées les activités de coopération, ainsi que des représentants d'organismes impliqués dans l'exécution des programmes et projets élaborés dans le cadre du présent Accord.

Article 6. Information

Les Parties se tiennent mutuellement informées des actions qu'elles mènent respectivement dans le cadre du présent Accord.

Article 7. Publication

Les documents élaborés à l'issue des activités de coopération mises en place dans le cadre des projets visés dans le présent Accord sont considérés comme un bien commun des Parties et du pays tiers partenaire au titre de la coopération.

Les versions officielles des documents de travail seront toujours rédigées dans la langue des Parties et dans la langue du pays tiers où les activités se déroulent.

En cas de publication de ces documents, les Parties doivent être expressément consultées, donner leur agrément et y être mentionnées.

Article 8. Règlement des différends

Tout différend entre les Parties se rapportant à l'interprétation ou à l'exécution des dispositions du présent Accord est réglé par la voie diplomatique.

Article 9. Entrée en vigueur et dénonciation

Le présent Accord entre en vigueur à la date de la dernière notification adressée par la voie diplomatique par laquelle les Parties s'informent que les conditions internes pour son entrée en vigueur ont été accomplies. Les Parties peuvent le modifier d'un commun accord.

Le présent Accord est conclu pour une période de cinq (5) ans et est automatiquement reconduit pour des périodes d'une durée identique, sauf si l'une des Parties adresse à l'autre, par la voie diplomatique, son intention de ne pas le proroger, au moins six (6) mois avant l'expiration de la période correspondante.

L'une ou l'autre des Parties peut dénoncer le présent Accord par notification adressée à l'autre Partie par la voie diplomatique. Ladite dénonciation prend effet six (6) mois après la date de cette notification.

La dénonciation du présent Accord n'affecte en rien la conduite et l'achèvement des activités de coopération en cours.

FAIT à Buenos Aires, le 6 août 2009, en deux exemplaires originaux en langue espagnole, les deux textes faisant également foi.

Pour la République argentine :

JORGE ENRIQUE TAIANA

Ministre des affaires étrangères, du commerce international et du culte

Pour la République du Chili :

MARIANO FERNÁNDEZ AMUNÁTEGUI

Ministre des affaires étrangères

No. 48890

—
**Argentina
and
Czech Republic**

Agreement on Antarctic cooperation between the Government of the Argentine Republic and the Government of the Czech Republic. Buenos Aires, 2 March 2010

Entry into force: *8 April 2010 by notification, in accordance with article V*

Authentic texts: *Czech and Spanish*

Registration with the Secretariat of the United Nations: *Argentina, 16 August 2011*

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**Argentine
et
République tchèque**

Accord entre le Gouvernement de la République argentine et le Gouvernement de la République tchèque relatif à la coopération dans l'Antarctique. Buenos Aires, 2 mars 2010

Entrée en vigueur : *8 avril 2010 par notification, conformément à l'article V*

Textes authentiques : *tchèque et espagnol*

Enregistrement auprès du Secrétariat des Nations Unies : *Argentine, 16 août 2011*

[CZECH TEXT – TEXTE TCHÈQUE]

DOHODA O SPOLUPRÁCI V ZÁLEŽITOSTECH ANTARKTIDY MEZI VLÁDOU ARGENTINSKÉ REPUBLIKY A VLÁDOU ČESKÉ REPUBLIKY

Vláda Argentinské republiky a vláda České republiky (dále jen „strany“);

Potvrzující svůj záměr posilovat vztahy vzájemné spolupráce a přátelství obou stran;

Berouce v úvahu článku II. a III. Smlouvy o Antarktidě a článek VI. Protokolu o ochraně životního prostředí, jakož i doporučení (opatření, rozhodnutí a usnesení) poradních shromáždění ke Smlouvě o Antarktidě s důrazem na velký význam mezinárodní spolupráce při vědecké činnosti v antarktickém regionu;

Uvědomující si rostoucí význam Antarktidy pro vědecký výzkum, zvláště pak v otázkách globálního životního prostředí, vědomy si potřeby maximalizovat dopad této vědecké činnosti na životní prostředí Antarktidy a závislé a přidružené ekosystémy;

se dohodly takto:

Článek I

Strany vyvinou maximální úsilí při realizaci společných aktivit s cílem využít možností spolupráce, s nimiž počítá Smlouva o Antarktidě a Protokol o ochraně životního prostředí, především ve vědě, technologii, logistice a životním prostředí s cílem dospět k dokonalejšímu poznání antarktického kontinentu a oblasti na jih od 60. rovnoběžky.

Článek II

1. V rámci Smlouvy o Antarktidě strany spolupracují zejména v následujících oblastech:
 - a) účast vědců a specialistů jedné ze zemí na antarktických kampaních, realizovaných s logistickými prostředky národního programu druhé země;

- b) výměna vědeckého a technického personálu, jakož i stipendií, kurzů a technologie, zvláště pak vědců a specialistů z jedné i druhé země mezi českými a argentinskými vědeckými stanicemi;
 - c) vědecká setkání a společné výzkumy na předem dohodnutých tématech a projektech;
 - d) společné využívání zařízení a vědeckovýzkumných laboratoří v Antarktidě i na jiných místech za účelem rozvíjení oborových programů relevantních pro Antarktidu;
 - e) výměna informací o projektech vědeckého výzkumu a bibliografie, jakož i vydávání společných publikací;
 - f) společné využívání logistických prostředků v zájmu racionalizace nákladů a minimalizace dopadů na antarktické životní prostředí a na něm závislé či přidružené ekosystémy.
2. Pokud nebude v konkrétním případě dohodnuto jinak, náklady vzniklé při realizaci výše uvedených aktivit ponese ta strana, které vzniknou. Úhrada nákladů, které vzniknou příslušným institucím zapojeným do činností vyplývajících ze spolupráce na základě této Dohody, bude provedena v souladu s právními předpisy států stran.

Článek III

Koordinací spolupráce jsou podle této Dohody pověřeny následující orgány:

- na argentinské straně Národní ředitelství pro Antarktidu Ministerstva zahraničí, mezinárodního obchodu a náboženství;
- na české straně Ministerstvo školství, mládeže a tělovýchovy.

Článek IV

Možné neshody ohledně výkladu nebo uplatňování této Dohody, které nemohou vyřešit orgány uvedené v předchozím článku, budou řešeny jednáním stran.

Článek V

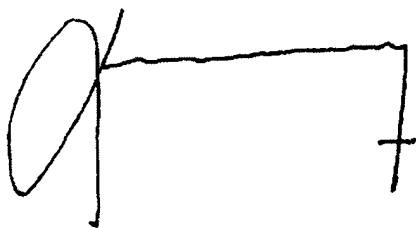
Tato Dohoda vstoupí v platnost dnem pozdější z nót, jimiž se strany diplomatickou cestou vyrozumí o splnění k tomuto účelu nezbytných příslušných národních požadavků.

Článek VI

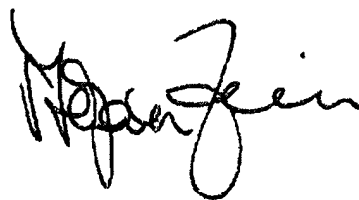
Tato Dohoda se sjednává na dobu neurčitou. Každá ze stran ji však může vypovědět, pokud o tomto svém záměru písemně vyrozumí druhou stranu diplomatickou cestou s minimálním šestiměsíčním předstihem. Ukončením Dohody nebudou dotčeny aktivity započaté na jejím základě během její platnosti.

Dáno v Buenos Aires, dne 2 března 2010, ve dvou původních vyhotoveních, každé v jazyce českém a španělském, přičemž obě znění mají stejnou platnost.

Za vládu Argentinské republiky

A stylized handwritten signature in black ink, consisting of a large loop on the left and a horizontal line extending to the right, ending in a vertical stroke.

Za vládu České republiky

A handwritten signature in black ink, appearing to read 'Karel Zeman' in a cursive script.

[SPANISH TEXT – TEXTE ESPAGNOL]

**ACUERDO DE COOPERACIÓN
EN MATERIA ANTÁRTICA
ENTRE EL GOBIERNO DE LA REPÚBLICA ARGENTINA
Y EL GOBIERNO DE LA REPÚBLICA CHECA**

El Gobierno de la República Argentina y el Gobierno de la República Checa (en adelante "las Partes");

Confirmando su intención de fortalecer los vínculos de mutua cooperación y de amistad entre las Partes;

Teniendo en cuenta los Artículos II y III del Tratado Antártico y el Artículo VI del Protocolo sobre Protección del Medio Ambiente, así como las recomendaciones (medidas, decisiones y resoluciones) de las asambleas de consulta sobre el Tratado Antártico;

Enfatizando la gran importancia de la cooperación internacional al efectuar actividades científicas en la región de la Antártida;

Reconociendo la creciente importancia de la Antártida para la investigación científica, en particular el campo del medio ambiente global, y,

Concientes de la necesidad de maximizar la incidencia de estas actividades científicas en el medio ambiente de la Antártida y en sus ecosistemas dependientes y asociados;

Acuerdan lo siguiente:

Artículo I

Las Partes desarrollarán el máximo esfuerzo al implementar actividades conjuntas con el objetivo de aprovechar las posibilidades de cooperación previstas en el Tratado Antártico y en el Protocolo sobre Protección del Medio Ambiente, en particular en los campos científico, tecnológico, logístico y ambiental, a efectos de lograr un conocimiento más acabado del continente antártico y del área al sur del paralelo 60° S.

Artículo II

1. En el marco del Tratado Antártico las Partes cooperarán, en particular, en los siguientes aspectos:

- a) Participación de científicos y técnicos de un país en las campañas antárticas efectuadas con medios logísticos del programa nacional del otro país;
- b) Intercambio de personal científico y técnico, así como de becas, cursos y tecnología y, en particular, de científicos y técnicos de uno y otro país entre las estaciones científicas argentinas y checas;
- c) Reuniones científicas e investigaciones conjuntas en temas y proyectos previamente acordados;
- d) Utilización conjunta de instalaciones y laboratorios de investigación científica en la Antártida y en otros lugares para desarrollar programas relativos a las disciplinas relevantes para la Antártida;
- e) Intercambio de información sobre proyectos de investigación científica y de bibliografía, así como edición de publicaciones conjuntas;
- f) Utilización conjunta de medios logísticos con el fin de racionalizar costos y minimizar el impacto sobre el medio ambiente y sus ecosistemas dependientes y asociados.

2. A menos que para un caso concreto se acuerde distinto, el costo que irroque la implementación de las actividades más arriba mencionadas será sufragado por la Parte que lo haya causado. El pago del costo que irroque a las respectivas instituciones involucradas en las actividades dimanantes de la cooperación conforme al presente Acuerdo, se efectuará en consonancia con las disposiciones legales de las Partes.

Artículo III

Los organismos encargados de coordinar la cooperación de conformidad con el presente Acuerdo son:

- Por la Parte argentina: la Dirección Nacional del Antártico del Ministerio de Relaciones Exteriores, Comercio Internacional y Culto;
- Por la Parte checa: el Ministerio de Educación, Juventud y Cultura Física.

Artículo IV

Las divergencias que surgieran sobre la interpretación o aplicación del presente Acuerdo, que no pudieran ser resueltas por los organismos mencionados en el artículo precedente, serán resueltas en negociaciones entre las Partes.

Artículo V

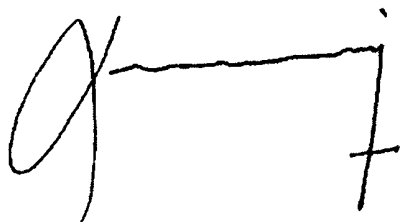
El presente Acuerdo entrará en vigor en la fecha de la última de las notas por las que las Partes se notifiquen, por la vía diplomática, el cumplimiento de los respectivos requisitos nacionales necesarios a tal fin.

Artículo VI

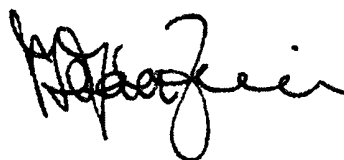
El presente Acuerdo tendrá una duración indefinida. No obstante, cada una de las Partes puede denunciarlo si comunica por escrito a la otra, por la vía diplomática, esa intención con una anticipación mínima de seis meses. La terminación del presente Acuerdo no afectará las actividades en ejecución de conformidad con el mismo que se hubieren emprendido durante su vigencia.

Hecho en Buenos Aires, el 2 de marzo de 2010, en dos ejemplares originales en español y checo, ambos igualmente auténticos.

Por el Gobierno de la
República Argentina



Por el Gobierno de la
República Checa



[TRANSLATION – TRADUCTION]

AGREEMENT ON ANTARCTIC COOPERATION BETWEEN THE GOVERNMENT
OF THE ARGENTINE REPUBLIC AND THE GOVERNMENT OF THE CZECH
REPUBLIC

The Government of the Argentine Republic and the Government of the Czech Republic (hereinafter referred to as “the Parties”),

Confirming their intention to strengthen the ties of mutual cooperation and friendship that exist between them,

Considering articles II and III of the Antarctic Treaty and article 6 of the Protocol on Environmental Protection, and the recommendations (measures, decisions and resolutions) of the Antarctic Treaty Consultative Meetings,

Stressing the great importance of international cooperation in undertaking scientific activities in the Antarctic region,

Recognizing the growing importance of Antarctica for scientific research, particularly in the global environmental field, and

Mindful of the need to maximize the impact of such scientific activities on the Antarctic environment and dependent and associated ecosystems,

Have agreed as follows:

Article I

The Parties shall do their utmost to implement joint activities aimed at making full use of the opportunities for cooperation provided for in the Antarctic Treaty and the Protocol on Environmental Protection, particularly in the scientific, technological, logistical and environmental fields, in order to improve their knowledge of the Antarctic continent and the area south of latitude 60° South.

Article II

1. In the framework of the Antarctic Treaty, the Parties shall cooperate, in particular, by the following means:

(a) Participation by scientists and technical experts from one country in Antarctic expeditions carried out using logistical resources from the national programme of the other country;

(b) Exchange of scientific and technical personnel, as well as scholarships, courses and technology and, in particular, of scientists and technical experts from each country between Argentine and Czech scientific stations;

(c) Scientific meetings and joint research on previously agreed-upon topics and projects;

(d) Joint use of scientific research facilities and laboratories in Antarctica and elsewhere for the implementation of programmes relating to disciplines relevant to Antarctica;

(e) Exchange of information on scientific research projects and bibliographic material, and production of joint publications;

(f) Joint use of logistical resources with a view to rationalizing costs and minimizing the impact on the environment and dependent and associated ecosystems.

2. Unless otherwise agreed in specific cases, the costs of implementing the aforementioned activities shall be borne by the Party that incurred them. The costs incurred by the respective institutions involved in the activities arising from cooperation under this Agreement shall be paid in accordance with the legal provisions of the Parties.

Article III

The institutions responsible for coordinating cooperation under this Agreement are:

- For the Argentine Party: the National Antarctic Directorate of the Ministry of Foreign Affairs, International Trade and Worship;
- For the Czech Party: the Ministry of Education, Youth and Sports.

Article IV

Any differences arising in relation to the interpretation or application of this Agreement which cannot be resolved by the institutions referred to in the preceding article shall be resolved through negotiations between the Parties.

Article V

This Agreement shall enter into force on the date of the last of the notes by which the Parties notify each other, through the diplomatic channel, that their respective national requirements for this purpose have been fulfilled.

Article VI

This Agreement shall remain in force indefinitely. Nonetheless, either Party may terminate it by giving a minimum of six (6) months' written notice to the other, through the diplomatic channel, of its intention to do so. The termination of this Agreement shall not affect activities being implemented hereunder that were initiated while the Agreement was still in force.

DONE at Buenos Aires on 2 March 2010, in two original copies in the Spanish and Czech languages, both texts being equally authentic.

For the Government of the Argentine Republic:

JORGE ENRIQUE TAIANA

For the Government of the Czech Republic:

ŠTĚPÁN ZAJAC

[TRANSLATION – TRADUCTION]

ACCORD ENTRE LE GOUVERNEMENT DE LA RÉPUBLIQUE ARGENTINE ET LE GOUVERNEMENT DE LA RÉPUBLIQUE TCHÈQUE RELATIF À LA COOPÉRATION DANS L'ANTARCTIQUE

Le Gouvernement de la République argentine et le Gouvernement de la République tchèque (ci-après dénommés les « Parties »),

Confirmant leur intention de renforcer les liens de coopération et d'amitié entre les Parties,

Tenant compte des articles II et III du Traité sur l'Antarctique et de l'article 6 du Protocole relatif à la protection de l'environnement ainsi que des recommandations (mesures, décisions et résolutions) des réunions consultatives du Traité sur l'Antarctique,

Soulignant l'importance que revêt la coopération internationale en matière d'activités scientifiques dans la région de l'Antarctique,

Reconnaissant l'importance croissante de l'Antarctique pour la recherche scientifique, notamment pour l'environnement mondial, et

Conscients de la nécessité d'optimiser l'incidence de ces activités scientifiques sur l'environnement antarctique et sur ses écosystèmes,

Sont convenus de ce qui suit :

Article premier

Dans le cadre de l'exécution d'activités conjointes, les Parties mettront tout en œuvre pour tirer parti des possibilités de coopération prévues dans le Traité sur l'Antarctique et le Protocole relatif à la protection de l'environnement, en particulier dans les domaines scientifique, technologique, logistique et environnemental, afin de mieux connaître le continent antarctique et la zone située au sud de la latitude 60° S.

Article II

1. Dans le cadre du Traité sur l'Antarctique, la coopération entre les Parties porte, entre autres, sur les aspects suivants :

a) La participation de scientifiques et de techniciens d'un pays dans les campagnes antarctiques entreprises avec les moyens logistiques du programme national de l'autre pays;

b) L'échange de personnel scientifique et technique, de bourses, cours, technologie et, en particulier, de scientifiques et techniciens de l'un des pays dans les stations scientifiques de l'autre;

c) La tenue de réunions scientifiques et la réalisation d'enquêtes conjointes sur des thèmes et projets convenus au préalable;

d) L'utilisation conjointe d'installations et de laboratoires de recherche scientifique en Antarctique et ailleurs afin de mettre en place des programmes dans les disciplines intéressant particulièrement l'Antarctique;

e) L'échange d'informations sur des projets de recherche scientifique et de bibliographie, et la publication d'ouvrages conjoints;

f) L'utilisation conjointe de moyens logistiques pour rationaliser les coûts et réduire au minimum l'impact sur l'environnement et les écosystèmes dépendants ou associés.

2. Les frais correspondant à la mise en œuvre des activités susmentionnées sont pris en charge par la Partie responsable, sauf s'il en est convenu autrement pour un cas particulier. Le paiement des frais qui incombent aux institutions participant aux activités menées au titre de la coopération visée par le présent Accord se fait conformément aux dispositions légales des Parties.

Article III

Les organismes chargés de coordonner la coopération conformément au présent Accord sont :

- Pour l'Argentine : la Direction nationale de l'Antarctique, Ministère des affaires étrangères, du commerce international et du culte;
- Pour la République tchèque : le Ministère de l'éducation, de la jeunesse et de la culture physique.

Article IV

Tout différend né de l'interprétation ou de l'application du présent Accord qui n'a pas pu être résolu par les organismes mentionnés dans l'article précédent est réglé par voie de négociation entre les Parties.

Article V

Le présent Accord entrera en vigueur à la date de la dernière notification écrite adressée par la voie diplomatique par laquelle les Parties indiquent que les formalités internes pour son entrée en vigueur ont été accomplies.

Article VI

Le présent Accord est conclu pour une durée indéfinie. Cependant, l'une quelconque des Parties pourra le dénoncer moyennant un préavis écrit de six (6) mois adressé à l'autre Partie par la voie diplomatique. Cette dénonciation n'aura aucune incidence sur les activités prévues dans le cadre du présent Accord, commencées et en cours pendant sa période de validité.

FAIT à Buenos Aires, le 2 mars 2010, en deux exemplaires originaux en langues espagnole et tchèque, les deux textes faisant également foi.

Pour le Gouvernement de la République argentine :

JORGE ENRIQUE TAIANA

Pour le Gouvernement de la République tchèque :

ŠTĚPÁN ZAJAC

No. 48891

**Argentina
and
European Union**

Mutually Agreed Solution between the Argentine Republic and the European Union to the dispute "European Communities - Measures affecting the approval and marketing of biotech products"(WT/DS293). Buenos Aires, 18 March 2010

Entry into force: *18 March 2010 by signature*

Authentic texts: *English and Spanish*

Registration with the Secretariat of the United Nations: *Argentina, 16 August 2011*

**Argentine
et
Union européenne**

Solution convenue d'un commun accord entre la République argentine et l'Union européenne dans l'affaire "Communautés européennes - Mesures affectant l'approbation et la commercialisation des produits biotechnologiques" (WT/DS293). Buenos Aires, 18 mars 2010

Entrée en vigueur : *18 mars 2010 par signature*

Textes authentiques : *anglais et espagnol*

Enregistrement auprès du Secrétariat des Nations Unies : *Argentine, 16 août 2011*

MUTUALLY AGREED SOLUTION BETWEEN THE ARGENTINE REPUBLIC AND THE EUROPEAN UNION TO THE DISPUTE "EUROPEAN COMMUNITIES – MEASURES AFFECTING THE APPROVAL AND MARKETING OF BIOTECH PRODUCTS" (WT/DS293)

The Argentine Republic and the European Union (EU) (the "Parties") have agreed on the settlement of the dispute "European Communities – Measures affecting the approval and marketing of biotech products" (WT/DS293). The Argentine Republic and the EU have reached a mutually agreed solution within the meaning of Article 3.6 of the Understanding on Rules and Procedures Governing the Settlement of Disputes (DSU), by which they settle this WTO dispute. The Argentine Republic and the EU will jointly notify this mutually agreed solution to the Chairman of the Dispute Settlement Body (DSB) and the Chairpersons of the relevant WTO Committees and Councils.

This mutually agreed solution is without prejudice to and has no effect on the respective substantive positions held by the Parties regarding the implementation of the recommendations of the DSB in the dispute WT/DS293, and does not modify, otherwise than as provided herein, the rights and obligations of the Argentine Republic and the EU under the WTO Agreements.

Therefore, the Argentine Republic and the EU agree as follows:

BILATERAL DIALOGUE ON ISSUES RELATED TO THE APPLICATION OF BIOTECHNOLOGY TO AGRICULTURE

1. In view of the constructive dialogue held so far by the Parties, the Argentine Republic and the EU hereby establish a "*Bilateral dialogue on issues related to the application of biotechnology to agriculture*".
2. The objectives of this dialogue will be, inter alia, avoiding unnecessary obstacles to trade resulting from the regulation of biotech products in the Argentine Republic and the EU, preventing situations of asynchronous authorisations and ensuring a harmonious technological progress and the adoption of measures consistent with the WTO Agreements.
3. This dialogue will cover any issue of interest to the Parties, including:
 - (1) The follow-up of the authorisation processes of genetically modified products of interest to the Parties, both in the EU and the Argentine Republic;
 - (2) The measures related to biotechnology which may affect trade between the Argentine Republic and the EU, including measures adopted by the EU Member States;
 - (3) Specific issues which arise in the context of requests for authorisation submitted to regulatory evaluation;

- (4) The exchange of information on the trade impact of asynchronous authorisations of genetically modified products;
 - (5) The evaluation of the economic and trade outlook of future authorisations of genetically modified products;
 - (6) The renewal of authorisations of genetically modified products;
 - (7) The exchange of information regarding relevant issues in the field of agriculture biotechnology, including:
 - (a) general opinions on regulatory criteria and the cooperative study of emerging regulatory problems; e.g. cultivation of genetically modified products with multiple events, genetically modified products with complex characteristics (e.g. resistance to abiotic stress) and cultivation of products with therapeutic proteins or products of industrial interest;
 - (b) new legislation in the field of biotechnological agriculture, including guidelines, good practices, and projects, notably those aimed at improving the process of authorisation of genetically modified organisms (GMOs);
 - (c) coordination mechanisms to solve eventual cases of adventitious presence of non-authorised GMOs in shipments of authorised products;
 - (d) tolerance thresholds for non-authorised genetically modified products.
- Participants¹: For the European Commission: the Directorate-General for Health and Consumers; the Directorate-General for Agriculture and Rural Development; and the Directorate-General for Trade. For the Argentine Republic, the Ministry of Foreign Affairs, International Trade and Worship and the Ministry of Agriculture, Livestock and Fisheries (Secretariat of Agriculture, Livestock and Fisheries) and the National Service of Agro-alimentary Quality and Health (SENASA). The participation of additional officials will be allowed, based on ability to address the items of the corresponding agenda.
- Meetings: The Parties will agree to hold meetings bi-annually. The meetings will take place during each semester in Brussels and Buenos Aires, alternatively. However, the Parties may agree sufficiently in advance that a meeting is held by videoconference, or in the margins of

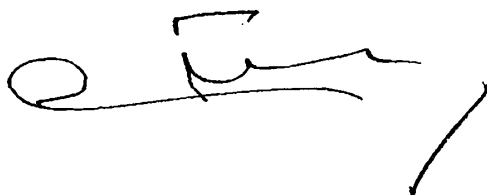
¹ The European Commission and the Argentine Republic will inform each other of any changes in the attribution of competences in the field of biotechnology which may affect the appointment of its participants in this dialogue.

other bilateral meeting, such as the meetings of the Joint Committee Argentine Republic - EU (Joint Committee).

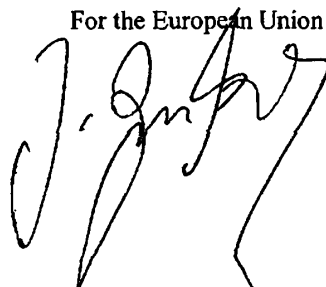
- Conclusions of the meetings: there will be a report of the conclusions of the meetings in the form of a follow-up paper on specific issues of interest which will be communicated to the Joint Committee.
- Exchange of information: the Parties will establish focal points for the exchange of information and will keep a permanent contact through information technology means. The exchange of information will be confidential and the Parties will take the necessary measures to ensure such condition.
- Scientific cooperation: the Parties will endeavour to facilitate the scientific cooperation between the European Food Safety Agency (EFSA), the Secretariat for Agriculture, Livestock and Fisheries (SAGyP) and the National Service of Agro-alimentary Quality and Health (SENASA) in the field of biotechnology.

Done at Buenos Aires, on 18th of March of 2010, in three (3) original authentic English and Spanish versions.

For the Argentine Republic



For the European Union



SOLUCIÓN MUTUAMENTE CONVENIDA ENTRE LA REPÚBLICA ARGENTINA Y LA UNIÓN EUROPEA EN "COMUNIDADES EUROPEAS - MEDIDAS QUE AFECTAN LA APROBACIÓN Y COMERCIALIZACIÓN DE PRODUCTOS BIOTECNOLÓGICOS" (WT/DS293).

La República Argentina y la Unión Europea (UE) (las "Partes") han convenido en la solución de la diferencia "Comunidades Europeas - Medidas que afectan la aprobación y comercialización de productos biotecnológicos" (WT/DS293). La República Argentina y la UE han alcanzado una solución mutuamente convenida en el sentido del artículo 3.6 del Entendimiento relativo a las normas y procedimientos por los que se rige la solución de diferencias (ESD), a través de la cual las Partes resuelven la referida diferencia. La República Argentina y la UE notificarán conjuntamente esta solución mutuamente convenida a los Presidentes del Órgano de Solución de Diferencias (OSD) de la OMC y de los Comités y Consejos de la OMC pertinentes.

La presente solución mutuamente convenida no prejuzga ni tiene ningún efecto sobre las respectivas posiciones sustantivas sostenidas por las Partes respecto de la implementación de las recomendaciones efectuadas por el OSD en el caso WT/DS293, ni modifica derechos u obligaciones de la República Argentina y la UE en virtud de los Acuerdos de la OMC, salvo que se disponga otra cosa en el presente acuerdo.

En consecuencia, la República Argentina y la UE acuerdan lo siguiente:

DIÁLOGO BILATERAL SOBRE ASPECTOS RELATIVOS A LA APLICACIÓN DE LA BIOTECNOLOGÍA A LA AGRICULTURA

1. En consideración del constructivo diálogo mantenido por las Partes hasta el presente, la República Argentina y la UE instituyen un "Diálogo bilateral sobre aspectos relativos a la aplicación de la biotecnología a la agricultura".

2. Este diálogo tendrá, entre otros objetivos, evitar obstáculos innecesarios al comercio resultantes de la regulación de productos biotecnológicos en la República Argentina y la UE, prevenir situaciones de autorizaciones asincrónicas y asegurar el armónico progreso tecnológico y la adopción de medidas conforme a los Acuerdos OMC.

3. Este dialogo cubrirá todo tema de interés para las Partes, entre otros:

(1) El seguimiento de los procesos de aprobación de productos genéticamente modificados de interés de las Partes, tanto en la UE como en la República Argentina;

(2) Las medidas relacionadas con la biotecnología que pudieran afectar el comercio entre la República Argentina y la UE, incluyendo aquellas medidas adoptadas por Estados miembros de la UE;

(3) Temas particulares que se presentaran en el contexto de las solicitudes sometidas al examen regulatorio;

- (4) Intercambio de información sobre el impacto comercial como consecuencia de autorizaciones asincrónicas de productos genéticamente modificados;
 - (5) La evaluación de las perspectivas económicas y comerciales de futuras aprobaciones de productos genéticamente modificados;
 - (6) La renovación de autorizaciones de productos genéticamente modificados;
 - (7) El intercambio de información sobre cuestiones relevantes en el campo de la biotecnología agrícola, entre otras:
 - (a) opiniones generales sobre criterios regulatorios y el estudio colaborativo de problemas regulatorios emergentes; ej. los cultivos genéticamente modificados con eventos múltiples, los productos genéticamente modificados con características complejas (ej. resistencia a estreses abióticos) y los cultivos de productos para la expresión de proteínas terapéuticas o los productos de interés industrial;
 - (b) nueva legislación en el campo de la agricultura biotecnológica, incluyendo directrices, buenas prácticas, proyectos, en particular los destinados a mejorar el proceso de autorización de organismos genéticamente modificados (OGMs);
 - (c) mecanismos de coordinación para resolver eventuales casos de presencia accidental de OGMs no autorizados en embarques de productos autorizados;
 - (d) umbrales de tolerancia de productos genéticamente modificados no autorizados.
- Interlocutores¹: Por la Comisión Europea: la Dirección General de Salud y Consumidores; la Dirección General de Agricultura y Desarrollo Rural; y la Dirección General de Comercio. Por la República Argentina: el Ministerio de Relaciones Exteriores, Comercio Internacional y Culto y el Ministerio de Agricultura, Ganadería y Pesca (Secretaría de Agricultura, Ganadería y Pesca) y el Servicio Nacional de Sanidad y Calidad Agroalimentaria (SENASA). La participación de funcionarios adicionales será permitida, teniendo en cuenta las competencias en relación con los temas de la agenda correspondiente.
- Reuniones: Las Partes acordarán dos reuniones anuales. Las reuniones se llevarán a cabo semestralmente, en las ciudades de Bruselas y Buenos Aires, alternativamente. No obstante, las Partes podrán convenir con la debida anticipación que una reunión se desarrolle en forma de videoconferencia, o en los márgenes de otro encuentro bilateral, por ejemplo las reuniones de la Comisión Mixta República Argentina – Unión Europea (Comisión Mixta).

¹ La Comisión Europea y el gobierno de la República de Argentina se informarán de cualquier cambio en la atribución de competencias en materia de biotecnología en sus servicios respectivos que pudiera afectar la designación de sus interlocutores en este diálogo.


- Conclusiones de las reuniones: Las mismas serán transcritas en una hoja de seguimiento de temas específicos de interés y comunicadas a la Comisión Mixta.
- Intercambio de información: Las Partes establecerán puntos focales para el intercambio de información y mantendrán un contacto permanente por medios informáticos. El intercambio de información tendrá carácter confidencial y las Partes tomarán las debidas medidas para asegurar este status.
- Cooperación científica: Las Partes procurarán facilitar la cooperación científica entre la Autoridad Europea de Seguridad Alimentaria (AESAs), la Secretaría de Agricultura, Ganadería y Pesca (SAGyP) y el Servicio Nacional de Sanidad y Calidad Agroalimentaria (SENASA) en materia de biotecnología.

Hecho en Buenos Aires, a los 18 días del mes de marzo de 2010, en tres (3) originales auténticos en idiomas inglés y español.

Por la República Argentina

A handwritten signature in black ink, consisting of a large loop on the left and several horizontal and vertical strokes extending to the right.

Por la Unión Europea

A handwritten signature in black ink, featuring a large, stylized initial 'J' followed by several loops and a long, sweeping tail.

[TRANSLATION – TRADUCTION]¹

SOLUTION CONVENUE D'UN COMMUN ACCORD ENTRE LA RÉPUBLIQUE ARGENTINE ET L'UNION EUROPÉENNE DANS L'AFFAIRE "COMMUNAUTÉS EUROPÉENNES – MESURES AFFECTANT L'APPROBATION ET LA COMMERCIALISATION DES PRODUITS BIOTECHNOLOGIQUES" (WT/DS/293)

La République argentine et l'Union européenne (UE) (les "Parties") sont convenues du règlement du différend "Communautés européennes – Mesures affectant l'approbation et la commercialisation des produits biotechnologiques" (WT/DS/293). La République argentine et l'UE sont arrivées à une solution convenue d'un commun accord au sens de l'article 3:6 du Mémorandum d'accord sur les règles et procédures régissant le règlement des différends (Mémorandum d'accord), par laquelle elles règlent le présent différend porté devant l'OMC. La République argentine et l'UE notifieront conjointement la présente solution convenue d'un commun accord au Président de l'Organe de règlement des différends (ORD) et aux Présidents des Comités et Conseils pertinents de l'OMC.

La présente solution convenue d'un commun accord est sans préjudice des positions sur le fond adoptées par les Parties au sujet de la mise en œuvre des recommandations de l'ORD dans le différend WT/DS293 et n'a pas d'incidence sur ces positions; elle ne modifie pas, outre ce qui y est prévu, les droits et obligations de la République argentine et de l'UE au titre des Accords de l'OMC.

En conséquence, la République argentine et l'UE conviennent de ce qui suit:

DIALOGUE BILATÉRAL SUR LES QUESTIONS RELATIVES À L'APPLICATION DE LA BIOTECHNOLOGIE À L'AGRICULTURE

1. Compte tenu du dialogue constructif qui a eu lieu jusqu'ici entre les Parties, la République argentine et l'UE établissent par la présente un "*Dialogue bilatéral sur les questions relatives à l'application de la biotechnologie à l'agriculture*".
2. Ce dialogue aura pour objectifs, entre autres, d'éviter des obstacles non nécessaires au commerce résultant de la réglementation des produits biotechnologiques dans la République argentine et l'UE, de prévenir des situations d'autorisations asynchrones et d'assurer un progrès technologique harmonieux ainsi que l'adoption de mesures compatibles avec les Accords de l'OMC.
3. Ce dialogue portera sur toute question présentant un intérêt pour les Parties, y compris:
 - 1) le suivi des processus d'autorisation de produits génétiquement modifiés qui présentent un intérêt pour les Parties, aussi bien dans l'UE que dans la République argentine;
 - 2) les mesures relatives à la biotechnologie qui peuvent affecter le commerce entre la République argentine et l'UE, y compris les mesures adoptées par les États membres de l'UE;
 - 3) des questions spécifiques se posant dans le contexte des demandes d'autorisation présentées aux fins de l'évaluation réglementaire;
 - 4) les échanges de renseignements sur l'incidence commerciale d'autorisations asynchrones de produits génétiquement modifiés;
 - 5) l'évaluation des perspectives économiques et commerciales d'autorisations futures de produits génétiquement modifiés;

¹ Traduction de l'Organisation mondiale du commerce.

- 6) le renouvellement d'autorisations de produits génétiquement modifiés;
 - 7) les échanges de renseignements sur les questions pertinentes dans le domaine de la biotechnologie agricole, y compris:
 - a) des opinions générales sur les critères réglementaires et l'examen conjoint de problèmes nouveaux en matière de réglementation; par exemple, la culture de produits génétiquement modifiés avec événements multiples, de produits génétiquement modifiés ayant des caractéristiques complexes (par exemple, la résistance au stress abiotique) et la culture de produits pour l'expression de protéines thérapeutiques ou de produits présentant un intérêt industriel;
 - b) de nouvelles lois dans le domaine de l'agriculture biotechnologique, y compris des lignes directrices, des bonnes pratiques et des projets, notamment ceux qui visent à améliorer le processus d'autorisation des organismes génétiquement modifiés (OGM);
 - c) des mécanismes de coordination pour résoudre les cas éventuels de présence accidentelle d'OGM non autorisés dans les expéditions de produits autorisés;
 - d) les seuils de tolérance pour les produits génétiquement modifiés non autorisés.
- Participants¹: Pour la Commission européenne: la Direction générale de la santé et des consommateurs, la Direction générale de l'agriculture et du développement rural, et la Direction générale du commerce. Pour la République argentine: le Ministère des relations extérieures, du commerce international et du culte, le Ministère de l'agriculture, de l'élevage et de la pêche (Secrétariat à l'agriculture, à l'élevage et à la pêche) et le Service national d'hygiène et de contrôle de la qualité des produits agroalimentaire (SENASA). La participation d'autres fonctionnaires sera autorisée, en fonction de la capacité de traiter les points inscrits à l'ordre du jour correspondant.
 - Réunions: les Parties conviendront de tenir des réunions deux fois par an. Les réunions se tiendront chaque semestre à Bruxelles et à Buenos Aires, à tour de rôle. Toutefois, les Parties pourront convenir suffisamment à l'avance qu'une réunion aura lieu par vidéoconférence, ou en marge d'autres réunions bilatérales, telles que les réunions du Comité mixte République argentine-UE (Comité mixte).
 - Conclusions des réunions: un rapport contenant les conclusions des réunions sera établi sous la forme d'un document de suivi sur des questions spécifiques présentant un intérêt, qui sera communiqué au Comité mixte.
 - Échanges de renseignements: les Parties établiront des points focaux pour les échanges de renseignements et resteront en contact permanent au moyen des technologies de l'information. Les échanges de renseignements seront confidentiels et les Parties prendront les mesures nécessaires à cette fin.

¹ La Commission européenne et la République argentine s'informeront mutuellement de tous changements intervenus dans l'attribution des compétences dans le domaine de la biotechnologie qui peuvent affecter la désignation de leurs participants au dialogue.

- Coopération scientifique: les Parties s'efforceront de faciliter la coopération scientifique entre l'Autorité européenne de sécurité des aliments (EFSA), le Secrétariat à l'agriculture, à l'élevage et à la pêche (SAGyP) et le Service national d'hygiène et de contrôle de la qualité des produits agroalimentaires (SENASA) dans le domaine de la biotechnologie.

4. Fait à Buenos Aires, le 18 mars 2010, en trois (3) exemplaires originaux en langues anglaise et espagnole faisant foi.

Pour la République argentine

Pour l'Union européenne

No. 48892

**Argentina
and
Italy**

Agreement on film co-productions between the Government of the Argentine Republic and the Government of the Italian Republic (with annex). Rome, 16 October 2006

Entry into force: *14 March 2011 by notification, in accordance with article 19*

Authentic texts: *English, Italian and Spanish*

Registration with the Secretariat of the United Nations: *Argentina, 16 August 2011*

**Argentine
et
Italie**

Accord sur les coproductions cinématographiques entre le Gouvernement de la République argentine et le Gouvernement de la République italienne (avec annexe). Rome, 16 octobre 2006

Entrée en vigueur : *14 mars 2011 par notification, conformément à l'article 19*

Textes authentiques : *anglais, italien et espagnol*

Enregistrement auprès du Secrétariat des Nations Unies : *Argentine, 16 août 2011*

[ENGLISH TEXT – TEXTE ANGLAIS]

**AGREEMENT ON FILM CO-PRODUCTIONS
BETWEEN THE GOVERNMENT OF THE ARGENTINE
REPUBLIC
AND THE GOVERNMENT OF THE ITALIAN REPUBLIC**

PREAMBLE

THE GOVERNMENT OF THE ARGENTINE REPUBLIC AND THE GOVERNMENT OF THE ITALIAN REPUBLIC, hereinafter referred to as the "Parties";

ACKNOWLEDGING the ongoing development in their bilateral cultural relations and also cognizant of the existing agreements between the Parties;

CONSIDERING that the film industries of their respective countries could benefit from co-productions that, by their technical quality and artistic and entertainment value, would enhance the reputation and contribute to the economic expansion of the film, television, video and new media production and distribution industries of Italy and Argentina;

HEREBY AGREE AS FOLLOWS:

ARTICLE 1

Definitions

For the purpose of this Agreement:

- a "co-production film" means a project irrespective of length, including animation and documentary productions carried out by an Italian coproducer and a Argentinian coproducer, produced in any

format, for exploitation primarily in theatres and then on television, videocassette, videodisc, CD-ROM or by any other form of distribution. New forms of cinematographic production and distribution will be included in this Agreement;

- "italian coproducer" means one or more cinematographic production companies, as provided by the laws in force in Italy;
- "Argentinian coproducer" means one or more cinematographic production companies, as provided by the laws in force in Argentina;
- the "competent Authorities", responsible for the implementation of this agreement, means:
 - in relation to the Italian Republic: the Ministry of the Properties and the Cultural Activities, Directorate-General of Cinema
 - in relation to the Republic of Argentina: the National Institute of Cinema and Audiovisual Arts (INCAA)

ARTICLE 2

National Film

(1) Every co-production produced under this Agreement shall be considered as a national film by both Parties. Such films shall by right be entitled to the benefits resulting from the provisions in force or from those which may be decreed by each Party for its national films. Only the italian coproducer shall be entitled to the benefits accorded to national films in Italy and only the Argentinian coproducer shall be entitled to the benefits accorded to national films in Argentina.

(2) Films to be co-produced by the Parties must be approved by the competent Authorities after consultation between the same competent Authorities of both Parties.

ARTICLE 3

Co-production

- (1) In order to qualify for the benefits of co-production, the co-producers shall provide evidence that they have good technical organization, recognized professional standing and qualifications to bring the production to a successful conclusion.
- (2) Approval shall not be given to a project where the co-producers are linked by common management or control, save to the extent that such links are inherent in the making of the co-production film itself.

ARTICLE 4

Filming

- (1) Coproduction films shall be made, processed and dubbed or subtitled, up to creation of the first release print, in the countries of the participating co-producers, in accordance with the article 7. If the scenario or the subject of the film so requires, location shooting, exterior or real life interior, in a country not participating in the co-production may be authorized.
- (2) The authors, scriptwriters, directors, actors and professionals of co-productions, as well as technicians participating in the production, must be nationals of the Italian Republic or the Argentine Republic, or nationals of member States of the European Union or long term residents of the Italian Republic or of the Argentine Republic according to the Community and national law in force in the two countries.
- (3) Should the film so require, the participation of professionals who are not in the conditions provided by paragraph 2 may be permitted, but only in exceptional circumstances, and subject to agreement between the competent authorities of both Parties.

(4) Foreign professionals who are resident and/or normally employed in the Italian Republic or in the Argentine Republic may, in exceptional circumstances, take part in co-production as long term residents of one or the other of the said countries.

ARTICLE 5

Contributions of the Producers

(1) The respective contributions of the producers of the two countries may vary from ten (10) to ninety (90) per cent for each film. The co-producers shall be required to make in principle an effective technical and creative contribution, proportional to financial investment.

(2) Financial coproducers are allowable in the same percentage provided by paragraph (1).

(3) In the case the Italian co-producer or the Argentinian co-producer is composed of more production companies, the financial contribution of each company shall not be less than five (5) per cent of the total budget of the film.

ARTICLE 6

Multilateral Productions

(1) The Parties shall look favorably upon co-productions meeting international standards by Italy, Argentina and one or more countries to which Italy and or Argentina is bound by an official co-production agreement.

(2) The conditions of acceptance for such films shall be jointly approved in each case by both Parties subject to respective domestic laws. No minority contribution to such film shall be less than ten (10) per cent of the budget.

(3) In the case the Italian co-producer or the Argentinian co-producer or the co-producer of a third country or countries is composed of more production companies, the financial contribution of each company shall not be less than five (5) per cent of the total budget of the film.

ARTICLE 7

Film Negatives and Languages

(1) For each coproducer film, it shall be an original negative and an interpositive print.

(2) Each co-producer is owner on a pro-quota basis of the original negative; this negative will be deposited, on joined name, in a laboratory of one of the two countries, chosen by mutual consent by the co-producers. The development of the negative will be made in the laboratories of one of the two countries.

(3) Two versions shall be made of any co-produced film and such versions shall be respectively in Italian and in Spanish. The Italian version shall be made in Italy while the Spanish version shall be made in Argentina.

ARTICLE 8

Temporary entry

The Parties shall facilitate the temporary entry into and the re-export of any film equipment necessary for the production of films under this Agreement, subject to the domestic law in force in their countries. Each Party, in conformity with the domestic law and, as for as Italy, with the Community law in force, shall permit the creative and technical staff of the other Party to enter and reside in its territory, without any restriction, for the purpose of participating in the production of these films.

ARTICLE 9

Payment of Contribution

- (1) The minority co-producer shall pay any balance outstanding on his contribution to the majority co-producer within one hundred twenty (120) days following delivery of all the materials required for the production of the version of the film in the language of the minority country.
- (2) Failure to meet this requirement shall result in the loss of the benefits of the co-production.

ARTICLE 10

Sharing of Markets

- (1) Contract clauses providing for the sharing of markets and receipts between co-producers shall be approved by the competent Authorities of the Parties.
- (2) Such distribution shall, with the exception of the markets of Italy and Argentina, be based on the percentage of the respective contributions of the co-producers to the production of each film.
- (3) Exceptions to paragraph (2) are allowable with the approval by the competent Authorities.
- (4) Where a co-production contract provides for the "pool" of markets, the receipts from each national market shall be paid into the pool only after the national investments have been received.
- (5) Premiums and financial benefits provided for in Article 2 of the Agreement shall not be pooled.

(6) The transfers of funds resulting from the application of this Agreement shall be made in accordance with the domestic law in force in this field in both countries.

ARTICLE 11

Contracts between Co-producers

Contracts between co-producers shall clearly stipulate the financial liabilities in respect of the percentage appointment of expenditures about development, elaboration, production and post-production costs up to the creation of the answer print.

ARTICLE 12

Approval of co-productions

Approval of a proposal for the co-production of a film by the competent Authorities of both Parties is in no way binding upon them in respect of the granting of permission to show the film thus produced.

ARTICLE 13

Exporting of film

If a co-produced film is exported to a country that has quota regulations, it shall normally be included in the quota of the Party that has the best opportunity of arranging for its exhibition.

ARTICLE 14

Identification of Co-production films

- (1) All co-produced films shall be identified as Italian-Argentinan or Argentinan-Italian co-productions.
- (2) Such identification shall appear in a separate credit title, in all commercial advertising, whenever co-produced films are shown at artistic or cultural events and at international festivals.

ARTICLE 15

Entry in International Festivals

- (1) Co-produced films shall normally be entered in international festivals by the Party of the majority co-producer.
- (2) Films produced on the basis of equal contributions shall be entered by the Party of which the director is a national.

ARTICLE 16

Rules of Procedure and Application for Qualification

- (1) The competent Authorities of both Parties shall jointly establish the rules of procedure for co-productions, taking into account the domestic laws regulating the film industry in the Italian Republic and the domestic laws in force in matter in the Argentine Republic.
- (2) Applications for qualification of a film for co-production benefits shall be filed, as a rule, at least thirty (30) days before the beginning of shooting or key animation, in accordance with the Rules of Procedure which are attached to this Agreement. In any case the application for qualification of a film for co-production benefits shall be filed at least

one day before the beginning of shooting; otherwise the film shall not be recognized as coproduction under the terms of the present Agreement.

(3) In principle, the competent Authorities of the Parties shall notify each other of their decisions regarding any such applications for co-production as soon as possible, but not necessarily within the aforementioned limit of thirty days. The country of the minority co-producer shall wait for the communication by the country of the majority co-producer.

ARTICLE 17

Mixed Commission

(1) During the term of this Agreement a Mixed Commission, consisting of officials of both Parties and experts including directors and producers of both countries, shall meet every two years alternately, in the two countries. However, it may be convened for extraordinary sessions at the request of one or both competent Authorities, particularly in the case of major amendments to the domestic laws governing the film, television and video industries in, or where the application of this Agreement presents serious difficulties.

(2) The Commission shall determine whether the overall balance of the coproductions has been achieved, considering the number of coproductions, the percentage, the total amount of the investments and of the artistic and technical contributions. If not, the Commission shall determine the measures deemed necessary to establish such a balance.

(3) The Mixed Commission shall submit to the competent Authorities of the two Parties, for approval, the necessary amendments in order to resolve any difficulties arising from the application of this agreement as well as to improve it, in the best interests of the Parties.

ARTICLE 18
Import Restrictions

No restrictions shall be placed on the import, distribution and exhibition of Italian film and video productions in the Argentine Republic or that of Argentinian film and video productions in the Italian Republic other than those contained in the domestic law in force in each of the two countries, including, in the case of the Italian Republic, the obligations deriving from the norms of the European Union.

ARTICLE 19
Entry into Force

- (1) This Agreement shall enter into force on the date of receipt of the second of two notifications with which each of the Parties shall notify the other of the completion of any domestic procedure for giving effect to this Agreement and shall be valid for a period of five years.
- (2) It may be renewed for like periods by tacit agreement failing notice of termination in writing given by one of the contracting Parties at least six months prior to its expiry.
- (3) Co-productions which have been approved by the competent Authorities and which are in progress at the time of notice of termination of this Agreement by either Party, shall continue to benefit fully until completion from the provisions of this Agreement. After expiry or termination of this Agreement, its terms shall continue to apply to the division of revenues from completed co-productions.
- (4) This Agreement annuls and replaces the previous Agreement on Film Coproduction between the Government of the Italian Republic and the Government of the Argentine Republic signed on December 9, 1987 and entered into force on July 19, 1990.

ARTICLE 20
Amendments

This Agreement may be amended, in accordance with the article 17, by mutual consent of the Parties through an exchange of notes, through the diplomatic channel.

ARTICLE 21
Dispute Resolution

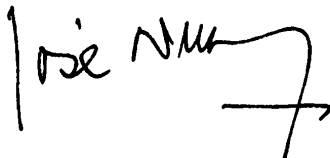
Any dispute between the Parties arising out of the interpretation or implementation of this Agreement shall be settled amicably through consultation on negotiation between them.

DONE at Rome on 16 October 2006 in two originals each in the Spanish, Italian and English languages, all the texts bearing equally witness. In case of divergent interpretations, the English text shall prevail.

**FOR THE GOVERNMENT OF
THE ARGENTINE REPUBLIC**

el Secrétaio de Cultura de la
Presidencia de la Nación

Dr. José Nun



**FOR THE GOVERNMENT OF
THE ITALIAN REPUBLIC**

il Ministro per i Beni e le Attività
Culturali

On. Francesco Rutelli



ANNEX

RULES OF PROCEDURE

Applications for qualification of a film for co-production benefits must be filed, in principle simultaneously, to the competent administrations no less than thirty days prior to the commencement of shooting of the film.

Applications must be accompanied by the following documents in the Italian language for the Italian Republic and in the Spanish language for the Argentine Republic:

- I. the scenario;
- II. a document providing proof that the copyright of the film adaptation has been legally acquired or failing this a valid option;
- III. the co-production contract, subject to the approval of the competent administrations of the two countries.

The co-production contract must specify:

1. the title of the film, also if provisional;
2. the name of the writer or of the person responsible for adapting the subject if it is drawn from a literary source;
3. the name of the director (a safety clause is permitted for his replacement, if necessary);
4. the amount of the budget of the film;
5. the amount of the financial contributions of the co-producers;
6. the sharing of the receipts and markets;
7. the undertaking between the co-producers concerning their participation in any costs which exceed the budget or in the

- benefits from any savings in the production cost, proportionate to their respective participation. The participation in over-expenditure by the minority co-producer may be limited to 30% of the budget of the film;
8. a clause in the contract must provide that the admission of the film to the benefits of the agreement does not bind the competent Authorities to permit the public exhibition of the film. Under the circumstances, therefore, there must be a clause setting out the conditions of a financial settlement between the co-producers:
 - a) if the competent Authorities of either country refuse the application following examination of the complete file;
 - b) if the competent Authorities do not permit exhibition of the film in either country or in third countries;
 - c) if the financial contributions have not been made according to the terms of Article 10 of the Agreement.
 9. a clause aiming at establishing measures to be implemented if one of the co-producers does not entirely fulfill his commitments;
 10. a clause which requires the majority of co-producer to take out an insurance policy covering all production risks;
 11. the approximate starting date of shooting;
- IV. the plan for financing the film;
 - V. the list of the technical and artistic components, and, for the personnel, stating their nationalities, including the roles to be played by the performers;
 - VI. the production schedule.

The competent Authorities of the two countries shall be entitled to demand any further documents and all other additional information deemed necessary.

In principle, the final shooting script (including the dialogue) should be submitted to the competent Authorities prior to the commencement of shooting.

Amendments, including the replacement of a co-producer, may be made in the original contract but they must be submitted for approval by the competent Authorities of both countries before the film is finished.

The replacement of a co-producer may be allowed only in exceptional cases and for reasons declared valid by the competent Authorities.

The competent Authorities will keep each other informed of their decisions, enclosing one copy of the file.

[ITALIAN TEXT – TEXTE ITALIEN]

**ACCORDO DI COPRODUZIONE CINEMATOGRAFICA
TRA IL GOVERNO DELLA REPUBBLICA ARGENTINA E
IL GOVERNO DELLA REPUBBLICA ITALIANA**

PREAMBOLO

IL GOVERNO DELLA REPUBBLICA ARGENTINA E IL GOVERNO DELLA REPUBBLICA ITALIANA, di seguito denominati le "Parti";

CONSAPEVOLI della continua evoluzione dei loro rapporti culturali bilaterali ed in considerazione degli accordi esistenti tra le Parti;

CONSIDERATO che l'industria cinematografica dei loro rispettivi Paesi potrà trarre beneficio dalla coproduzione di film che per qualità tecnica e per valore artistico o spettacolare siano in grado di contribuire al prestigio e all'espansione economica delle industrie di produzione e distribuzione cinematografica, televisiva, video e dei nuovi media in Italia e in Argentina;

HANNO CONVENUTO QUANTO SEGUE:

ARTICOLO 1

Definizioni

Ai fini del presente Accordo:

- per "coproduzione cinematografica" s'intende un progetto di film, di qualsiasi durata, incluse le produzioni di animazione e i documentari, realizzato da un coproduttore italiano e un coproduttore Argentino, su qualsiasi supporto, per l'utilizzazione prioritaria nelle sale cinematografiche e poi in televisione, su videocassetta, su videodisco, CD – ROM, o attraverso qualsiasi altra forma di distribuzione. Nuove

forme di produzione e distribuzione cinematografica saranno incluse nel presente Accordo;

o per "coproduttore Italiano" s'intende una o più imprese di produzione cinematografiche, così come definite dalla normativa in vigore in Italia;

o per "coproduttore Argentino" s'intende una o più imprese di produzione cinematografiche, così come definite dalla normativa in vigore in Argentina;

o le "autorità competenti", responsabili dell'applicazione dell'Accordo, sono:

- per la Repubblica Italiana: il Ministero per i Beni e le Attività Culturali, Direzione Generale per il Cinema;
- per la Repubblica Argentina: l'Istituto Nazionale del Cinema e Arti Audiovisive (INCAA).

ARTICOLO 2

Film Nazionali

(1) Tutte le coproduzioni realizzate ai sensi del presente Accordo dovranno essere considerate come film nazionali da entrambe le Parti. Esse dovranno beneficiare di pieno diritto dei vantaggi che risultano dalle disposizioni in vigore o che potranno essere emanate da ciascuna delle Parti per i propri film nazionali. Solo il coproduttore Italiano avrà titolo a godere dei benefici concessi ai film nazionali in Italia e solo il coproduttore Argentino avrà titolo a godere dei benefici concessi ai film nazionali in Argentina.

(2) La realizzazione di film in coproduzione tra le Parti deve ottenere l'approvazione delle Autorità competenti, dopo la consultazione tra le stesse Autorità competenti di entrambe le Parti.

ARTICOLO 3

Coproduzione

(1) Per essere ammessi ai benefici della coproduzione, i coproduttori devono documentare l'esistenza di una buona organizzazione tecnica e di una riconosciuta reputazione e qualificazione professionale che permetta loro di condurre a buon fine la produzione.

(2) L'approvazione non sarà concessa ad un progetto laddove i coproduttori fossero legati da gestione o controllo comuni, salvo che nella misura in cui tali legami siano inerenti alla realizzazione del film stesso da coprodurre.

ARTICOLO 4

Riprese

(1) I film in coproduzione saranno realizzati, lavorati e doppiati o sottotitolati, fino alla creazione della prima copia di uscita, nei paesi coproduttori partecipanti, in accordo con quanto stabilito dall'articolo 7. Le riprese, in esterni o in interni dal vero, in un Paese che non partecipa alla coproduzione, possono essere autorizzate qualora la sceneggiatura o il soggetto del film lo rendano necessario.

(2) Gli autori, i soggettisti, i registi, gli interpreti e il restante personale artistico e tecnico, nonché le maestranze che partecipano alla realizzazione del film, devono essere cittadini della Repubblica Italiana o della Repubblica Argentina, o cittadini degli Stati membri dell'Unione Europea o soggiornanti di lungo periodo nella Repubblica Italiana o nella Repubblica Argentina secondo il diritto Comunitario e le disposizioni nazionali vigenti nei due Paesi.

(3) Per esigenze del film, la partecipazione di personale tecnico e artistico, che non è nelle condizioni previste dal comma 2, può essere ammessa solo eccezionalmente e dopo intesa tra le Autorità competenti delle Parti.

(4) Il personale tecnico e artistico straniero, che risiede e/o lavora abitualmente nella Repubblica Italiana o nella Repubblica Argentina, può, eccezionalmente, partecipare alla realizzazione della coproduzione come se fosse soggiornante di lungo periodo di uno o dell'altro di detti Paesi.

ARTICOLO 5

Apporti dei produttori

(1) La proporzione degli apporti rispettivi dei coproduttori dei due Paesi può variare per ogni film dal dieci (10) al novanta (90) per cento. L'apporto dei coproduttori deve comportare in linea di massima una partecipazione tecnica ed artistica effettiva, proporzionale alla partecipazione finanziaria.

(2) Sono ammissibili le coproduzioni finanziarie nelle stesse percentuali del comma (1).

(3) Nel caso in cui il coproduttore Italiano o il coproduttore Argentino sia costituito da più imprese di produzione, la quota di partecipazione di ogni singola impresa non può mai essere inferiore al cinque (5) per cento del costo totale del film.

ARTICOLO 6

Produzioni multilaterali

(1) Le Parti considerano con favore la realizzazione di coproduzioni di qualità internazionale tra l'Italia, l'Argentina ed uno o più Paesi con cui l'Italia e/o l'Argentina sono legati rispettivamente da un Accordo di coproduzione ufficiale.

(2) Le condizioni di ammissione di tali film devono formare oggetto di approvazione congiunta, caso per caso, da entrambe le Parti nell'ambito delle rispettive legislazioni nazionali. Nessuna partecipazione minoritaria in questi film può essere inferiore al dieci (10) per cento del costo.

(3) Nel caso in cui il coproduttore Italiano o il coproduttore Argentino o il coproduttore del paese o dei paesi terzi sia costituito da più imprese di produzione, il contributo finanziario di ogni singola impresa non può mai essere inferiore al cinque (5) per cento del costo totale del film.

ARTICOLO 7

Negativi dei film e lingue

(1) Ciascun film di coproduzione deve comportare, oltre al negativo originale, un interpositivo.

(2) Ciascun produttore è proprietario, pro quota, del negativo originale che sarà depositato, a nome congiunto, presso un laboratorio di uno dei due paesi scelto di comune accordo dai coproduttori. Lo sviluppo del negativo si effettuerà nei laboratori di uno dei due Paesi.

(3) Ciascun film di coproduzione deve comportare due versioni, rispettivamente in italiano e in spagnolo. La versione italiana dovrà essere realizzata in Italia mentre quella spagnola dovrà essere realizzata in Argentina.

ARTICOLO 8

Importazione temporanea

Le Parti faciliteranno l'importazione temporanea e la riesportazione dell'attrezzatura cinematografica necessaria alla produzione dei film realizzati nel quadro del presente Accordo, nel rispetto della legislazione vigente nei loro Paesi. Ciascuna delle Parti, in conformità alla legislazione nazionale e, per quanto riguarda l'Italia, alla legislazione comunitaria vigente, permetterà al personale tecnico ed artistico dell'altra Parte di entrare e di risiedere nel proprio territorio senza alcuna restrizione, al fine di partecipare alla realizzazione di tali film.

ARTICOLO 9

Saldo degli apporti

- (1) Il saldo della partecipazione del coproduttore minoritario deve essere versato al coproduttore maggioritario nel termine di centoventi (120) giorni dalla data di consegna di tutto il materiale necessario per l'approntamento della versione nella lingua del Paese minoritario.
- (2) L'inosservanza di questa norma comporterà la perdita dei benefici della coproduzione.

ARTICOLO 10

Ripartizione dei mercati

- (1) Le clausole contrattuali che prevedono la ripartizione fra i coproduttori dei proventi o dei mercati devono essere approvate dalle Autorità competenti delle Parti.
- (2) Questa ripartizione deve, con l'eccezione dei mercati d'Italia e dell'Argentina, corrispondere alla percentuale degli apporti rispettivi dei coproduttori alla produzione di ciascun film.
- (3) Eccezioni al comma (2) sono possibili solo previa approvazione delle Autorità competenti.
- (4) Nel caso in cui il contratto di coproduzione preveda il "pool" dei mercati, i proventi di ciascun mercato nazionale saranno compresi nel "pool" solo dopo la copertura degli investimenti nazionali.
- (5) I premi e i benefici finanziari previsti dall'articolo 2 del presente Accordo non saranno inclusi nel "pool".
- (6) I trasferimenti valutari risultanti dall'applicazione del presente Accordo saranno effettuati conformemente alle disposizioni vigenti in materia nei due Paesi.

ARTICOLO 11

Contratti tra i coproduttori

I contratti tra coproduttori devono precisare chiaramente gli obblighi finanziari di ciascuno in merito alla ripartizione percentuale degli oneri

relativi allo sviluppo, all'elaborazione, ai costi di produzione e post-produzione fino alla realizzazione della copia campione.

ARTICOLO 12

Approvazione delle coproduzioni

L'approvazione di un progetto di coproduzione da parte delle Autorità competenti di entrambe le Parti non impegna le Autorità stesse alla concessione del benessere di proiezione in pubblico del film così realizzato.

ARTICOLO 13

Esportazione dei film

Nel caso in cui un film di coproduzione venga esportato verso un Paese dove le importazioni di film sono contingentate, il film sarà normalmente imputato al contingente della Parte che ha le migliori possibilità di sfruttamento.

ARTICOLO 14

Identificazione dei film di coproduzione

- (1) I film di coproduzione devono essere presentati con la dicitura "coproduzione Italo-Argentina" o "coproduzione Argentino-Italiana".
- (2) Questa dicitura deve figurare in un cartello separato nei titoli di testa, nella pubblicità commerciale, nella presentazione dei film alle manifestazioni artistiche e culturali e nei festival internazionali.

ARTICOLO 15

Presentazione nei festival internazionali

- (1) I film di coproduzione sono, di massima, presentati ai Festival internazionali dalla Parte del coproduttore maggioritario.
- (2) Per i film a partecipazione eguale, essi sono presentati dalla Parte di cui il regista ha la nazionalità.

ARTICOLO 16

Norme di procedura e istanza per la qualificazione

- (1) Le Autorità competenti di entrambe le Parti fissano di comune accordo le norme di procedura della coproduzione, tenendo conto delle leggi e dei regolamenti che disciplinano l'industria cinematografica nella Repubblica Italiana e delle leggi vigenti in materia nella Repubblica Argentina.
- (2) L'istanza per l'ammissione del film ai benefici della coproduzione deve essere presentata, di massima, almeno trenta (30) giorni prima dell'inizio delle riprese o delle lavorazioni principali per i film d'animazione, in accordo con le Norme di Procedura allegate al presente Accordo. In ogni caso la presentazione dell'istanza di ammissione del film ai benefici della coproduzione deve essere presentata almeno un giorno prima dell'inizio delle riprese; in caso contrario il film non potrà essere riconosciuto quale coproduzione ai sensi del presente Accordo.
- (3) In linea di massima, le Autorità competenti delle due Parti si notificheranno le loro decisioni in merito a ciascun progetto di coproduzione entro il più breve termine possibile, ma non necessariamente entro il citato periodo di trenta giorni. Il paese del coproduttore minoritario aspetterà la comunicazione da parte del paese del coproduttore maggioritario.

ARTICOLO 17

Commissione Mista

- (1) Nel periodo di validità del presente Accordo una Commissione Mista, composta da funzionari di entrambe le Parti ed esperti, inclusi registi e produttori di entrambi i Paesi, si riunirà una volta ogni due anni, alternativamente in ciascun Paese. Nonostante ciò, potrà essere convocata una riunione straordinaria a richiesta di una o di entrambe le Autorità competenti, specialmente nel caso di importanti modifiche legislative o della regolamentazione applicabile ai film, alla televisione ed alle industrie audiovisive in un Paese o nell'altro, o nel caso che l'Accordo incontri difficoltà particolarmente gravi nella sua applicazione.
- (2) La Commissione esaminerà se l'equilibrio complessivo delle coproduzioni, consistente nel numero delle stesse, nella loro percentuale nonché nell'ammontare totale degli investimenti e delle partecipazioni artistiche e tecniche, è stato rispettato. In caso contrario, determinerà le misure ritenute necessarie per stabilire tale equilibrio.
- (3) La Commissione Mista sottoporrà alle Autorità competenti delle due Parti, per approvazione, le modifiche ritenute necessarie per superare le difficoltà sorte nell'applicazione dell'Accordo e per migliorare lo stesso, nell'interesse delle Parti.

ARTICOLO 18

Restrizioni all'importazione

Nessuna restrizione sarà attuata per l'importazione, la distribuzione e la programmazione di produzioni cinematografiche e video italiane nella Repubblica Argentina o produzioni cinematografiche e video Argentine nella Repubblica Italiana, al di fuori di quelle previste dalle leggi e dai regolamenti esistenti in ciascuno dei due Paesi, inclusi, per

quanto riguarda la Repubblica Italiana, gli obblighi derivanti dalla normativa dell'Unione Europea.

ARTICOLO 19

Entrata in vigore

(1) Il presente Accordo entrerà in vigore alla data della ricezione della seconda delle due notifiche con cui le Parti si saranno ufficialmente comunicate l'avvenuto espletamento delle procedure interne previste a tale scopo e resterà in vigore per un periodo di cinque anni.

(2) Esso sarà tacitamente rinnovato per un uguale periodo, salvo denuncia di una delle due Parti, da notificarsi per iscritto almeno sei mesi prima della sua scadenza.

(3) Le coproduzioni approvate dalle competenti Autorità e che siano in stato di avanzamento al momento della denuncia dell'Accordo da una delle due Parti, continueranno a beneficiare pienamente, fino alla fine, dei vantaggi dell'Accordo. Alla scadenza dell'Accordo, i suoi termini continueranno ad applicarsi alla ripartizione degli introiti derivanti dalle coproduzioni completate.

(4) Il Presente Accordo annulla e sostituisce il precedente Accordo di Coproduzione Cinematografica stipulato tra il Governo della Repubblica Italiana ed il Governo della Repubblica Argentina il 9 dicembre 1987 ed entrato in vigore il 19 luglio 1990.

ARTICOLO 20

Modifiche

Il presente Accordo potrà essere modificato, in accordo con quanto previsto dall'articolo 17, con il reciproco consenso di entrambe le Parti tramite scambio di note, attraverso il canale diplomatico.

ARTICOLO 21

Risoluzione delle controversie

Le controversie che dovessero sorgere tra le Parti circa l'interpretazione o l'applicazione del presente Accordo, verranno risolte amichevolmente attraverso consultazioni negoziali tra loro.

FATTO a Roma, il 16 ottobre 2006, in due originali ciascuno nelle lingue spagnola, italiana ed inglese, tutti i testi facenti ugualmente fede. In caso di divergenza nell'interpretazione, prevarrà il testo redatto in lingua inglese.

**PER IL GOVERNO DELLA
REPUBBLICA ARGENTINA**

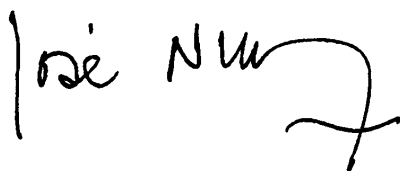
el Secrétario de Cultura de la
Presidencia de la Nación

Dr. José Nun

**PER IL GOVERNO DELLA
REPUBBLICA ITALIANA**

il Ministro per i Beni e le Attività
Culturali

On. Francesco Rutelli



ALLEGATO

NORME DI PROCEDURA

Le istanze di ammissione ai benefici della coproduzione cinematografica devono essere depositate, di massima, nello stesso momento presso le due Amministrazioni competenti, almeno trenta giorni prima dell'inizio delle riprese del film.

Le istanze per l'ammissione devono comprendere la seguente documentazione, redatta in lingua italiana per la Repubblica Italiana e in lingua Spagnola per la Repubblica Argentina:

- I. la sceneggiatura del film;
- II. un documento comprovante che la proprietà dei diritti di autore per l'adattamento cinematografico è stata legalmente acquistata, o in mancanza, una opzione valida;
- III. il contratto di coproduzione concluso con riserva di approvazione da parte delle Amministrazioni competenti dei due Paesi.

Il contratto di coproduzione deve precisare:

1. il titolo del film, almeno provvisorio;
2. il nome dell'autore del soggetto o dell'adattatore, se si tratta di un soggetto tratto da un'opera letteraria;
3. il nome del regista (una clausola di salvaguardia è ammessa per il suo cambiamento, in caso di necessità);
4. l'ammontare del costo del film;
5. l'ammontare degli apporti finanziari dei coproduttori;
6. la ripartizione dei proventi e dei mercati;

7. l'impegno dei produttori a partecipare ad eventuali eccedenze di spese o a beneficiare delle economie sul costo del film in proporzione ai rispettivi apporti. La partecipazione alle eccedenze di spese da parte del coproduttore minoritario può limitarsi al 30% del costo del film;
 8. una clausola del contratto deve prevedere che l'ammissione ai benefici dell'Accordo non impegna le Autorità competenti al rilascio del benestare di proiezione in pubblico. Un'altra clausola deve, di conseguenza, precisare le condizioni del regolamento finanziario tra i coproduttori:
 - a) nel caso in cui le Autorità competenti dell'uno o dell'altro Paese non accordassero l'ammissione richiesta dopo avere esaminato l'incartamento completo;
 - b) nel caso in cui le Autorità competenti non autorizzassero la proiezione in pubblico del film nell'uno o nell'altro dei due Paesi, o in Paesi terzi;
 - c) nel caso in cui i versamenti degli apporti finanziari non siano stati effettuati secondo le esigenze previste dall'articolo 10 dell'Accordo.
 9. una clausola che stabilisca le misure da prendere se uno dei coproduttori risulti parzialmente inadempiente;
 10. una clausola che impegni il coproduttore maggioritario a stipulare una polizza di assicurazione per tutti i rischi di produzione;
 11. il periodo previsto per l'inizio delle riprese del film.
-
- IV. il piano di finanziamento del film;
 - V. l'elenco degli elementi tecnici ed artistici e, per il personale, l'indicazione della loro nazionalità e dei ruoli attribuiti agli attori;
 - VI. il piano di lavorazione.

Le competenti Autorità dei due Paesi possono inoltre richiedere tutti i documenti e tutte le precisazioni complementari ritenute necessarie.

La sceneggiatura finale del film (comprensiva del dialogo) deve essere sottoposta alle Autorità competenti in linea di massima, prima dell'inizio delle riprese.

Modifiche contrattuali, ivi compresa la sostituzione di uno dei coproduttori, possono essere apportate al contratto originario di coproduzione depositato, e dovranno essere sottoposte all'approvazione delle Autorità competenti dei due Paesi prima di terminare il film.

La sostituzione di un coproduttore non può essere ammessa che in casi eccezionali per motivi riconosciuti validi dalle Autorità competenti.

Le Autorità competenti dovranno reciprocamente informarsi della loro decisione, allegando una copia dell'incartamento.

[SPANISH TEXT – TEXTE ESPAGNOL]

**ACUERDO DE COPRODUCCION CINEMATOGRAFICA
ENTRE EL GOBIERNO DE LA REPUBLICA ARGENTINA Y
EL GOBIERNO DE LA REPUBLICA ITALIANA**

PREAMBULO

EL GOBIERNO DE LA REPUBLICA ARGENTINA Y EL GOBIERNO DE LA REPUBLICA ITALIANA, en adelante denominados las "Partes";

CONSCIENTES de la continua evolución de sus relaciones culturales bilaterales y en consideración de los acuerdos existentes entre las Partes;

CONSIDERANDO que la industria cinematográfica de sus respectivos Países podrá obtener beneficio de la coproducción de films que por calidad técnica y valor artístico o técnico, podrán contribuir al prestigio y a la expansión económica de las industrias de producción y distribución cinematográfica, televisiva, audiovisual y de los nuevos medios de comunicación en Italia y en Argentina;

HAN CONVENIDO LO SIGUIENTE:

ARTICULO 1

Definiciones

A los fines del presente Acuerdo:

- o por "coproducción cinematográfica" se entiende un proyecto de película, de cualquier duración, incluyendo las producciones de animación y los documentales, realizado por un coproductor italiano y un coproductor argentino, con cualquier tipo de soporte, para el empleo prioritario en las salas cinematográficas y posteriormente por televisión, en videocassette, en videodisco, CD-ROM, o a través de

cualquier otra forma de distribución. Se incluirán en el presente Acuerdo nuevas formas de producción y distribución cinematográfica;

- por “coproductor Italiano” se entiende una o varias empresas de producción cinematográficas, de acuerdo a lo establecido por la normativa en vigor en Italia;
- por “coproductor Argentino” se entiende una o varias empresas de producción cinematográficas, de acuerdo a lo establecido por la normativa en vigor en Argentina;
- las “autoridades competentes”, responsables de la aplicación del Acuerdo, son:
 - por la República Italiana: el Ministerio de Bienes y Actividades Culturales – Dirección General de Cine;
 - por la República Argentina: el Instituto Nacional de Cine y Artes Audiovisuales (INCAA).

ARTICULO 2

Filmes Nacionales

(1) Todas las coproducciones realizadas en virtud del presente Acuerdo deberán ser consideradas como filmes nacionales por ambas Partes. Las mismas deberán gozar de pleno derecho de las ventajas que derivan de las disposiciones en vigor o que podrán dictar cada una de las Partes para sus filmes nacionales. Sólo el coproductor Italiano tendrá derecho de gozar de los beneficios concedidos a los filmes nacionales en Italia y sólo el coproductor Argentino tendrá derecho de gozar de los beneficios concedidos a los filmes nacionales en Argentina.

(2) La realización de filmes en coproducción entre las Partes debe obtener la aprobación de las Autoridades competentes, previa consulta entre las mismas Autoridades competentes de ambas Partes.

ARTICULO 3

Coproducción

- (1) Para poder gozar de los beneficios de la coproducción, los coproductores deben demostrar los requisitos que cuentan con una buena organización técnica y una reconocida reputación y calificación profesional que les permita llevar a cabo la producción.
- (2) No se le concederá la aprobación a un proyecto cuando los coproductores estuviesen vinculados por una administración o control en común, salvo en la medida en que tales vínculos sean inherentes a la realización del film a coproducir.

ARTICULO 4

Filmaciones

- (1) Los filmes en coproducción serán realizados, elaborados y doblados o subtitulados, hasta la creación de la primera copia para el estreno en los países coproductores participantes, de conformidad con lo establecido por el artículo 7. Podrán ser autorizadas las filmaciones, en exteriores o en interiores en vivo, en un País que no participa de la coproducción, siempre que el guión o el argumento de la película lo requiera.
- (2) Los autores, guionistas, directores, intérpretes y profesionales de la coproducción, como así también los operadores técnicos que participen en la realización del film, deben ser nacionales de la República Italiana o de la República Argentina, o nacionales de los Estados miembros de la Unión Europea o residentes permanentes en la República Italiana o en la República Argentina, conforme al derecho Comunitario y a las disposiciones nacionales vigentes en los dos Países.
- (3) Por exigencias del film, la participación del personal técnico y artístico, que no se encuentra en las condiciones previstas por el inciso 2, puede ser admitida sólo en forma excepcional y sujeto al acuerdo entre las Autoridades competentes de las Partes.

(4) El personal técnico y artístico extranjero, que resida y/o trabaje habitualmente en la República Italiana o en la República Argentina, podría, en forma excepcional, participar en la realización de la coproducción como si fuese un residente permanente de uno o de otro de dichos Países.

ARTICULO 5

Aportes de los productores

(1) La proporción de los respectivos aportes de los coproductores de los dos Países puede variar para cada film entre el diez (10) y el noventa (90) por ciento. El aporte de los coproductores debe incluir en principio una participación técnica y artística efectiva, proporcional a la participación financiera.

(2) Se admiten las coproducciones financieras con los mismos porcentajes del inciso (1).

(3) En el caso que el coproductor Italiano o el coproductor Argentino esté integrado por varias empresas de producción, la cuota de participación de cada empresa no puede ser nunca inferior al cinco (5) por ciento del costo total del film.

ARTICULO 6

Producciones multilaterales

(1) Las Partes acogen favorablemente la realización de coproducciones de calidad internacional entre Italia, Argentina y uno o más Países con los que Italia y/o Argentina están vinculados respectivamente por un Acuerdo de coproducción oficial.

(2) Las condiciones de aceptación de dichos filmes deben ser objeto de aprobación conjunta, caso por caso, por ambas Partes de conformidad con las respectivas legislaciones nacionales. Ninguna participación minoritaria en estos filmes puede ser inferior al diez (10) por ciento del costo.

(3) En caso de que el coproductor Italiano o el coproductor Argentino o el coproductor del tercer país o de los terceros países esté constituido por varias empresas de producción, el aporte financiero de cada una de las empresas no puede ser nunca inferior al cinco (5) por ciento del costo total del film.

ARTICULO 7

Negativos de los filmes e idiomas

(1) Cada film coproducido debe contar, además del negativo original, con un interpositivo.

(2) Cada coproductor es propietario, por su respectiva cuota, del negativo original que será depositado, a nombre de ambos, en un laboratorio de uno de los dos países elegido de común acuerdo por los productores. El revelado del negativo se efectuará en los laboratorios de uno de los dos países.

(3) Cada film coproducido debe contar con dos versiones, respectivamente en italiano y en español. La versión italiana deberá ser realizada en Italia, mientras la española deberá ser realizada en Argentina.

ARTICULO 8

Importación temporaria

Las Partes facilitarán la importación temporaria y la reexportación del equipo cinematográfico necesario para la producción de los filmes realizados en el marco del presente Acuerdo, de conformidad con la legislación vigente en sus Países. Cada una de las Partes, de acuerdo a la legislación nacional y, en el caso de Italia, a la legislación comunitaria vigente, concederá al personal técnico y artístico de la otra Parte el permiso para ingresar y residir en su territorio sin ninguna restricción, con el fin de participar en la realización de dichos films.

ARTICULO 9

Saldo de los aportes

- (1) El saldo de la participación del coproductor minoritario deberá abonarse al coproductor mayoritario en el plazo de ciento veinte (120) días a partir de la fecha de entrega de todo el material necesario para la preparación de la versión en el idioma del País minoritario.
- (2) El incumplimiento de esta norma implicará la pérdida de los beneficios de la coproducción.

ARTICULO 10

Reparto de los mercados

- (1) Las cláusulas contractuales que prevén el reparto entre los coproductores de los ingresos o de los mercados deben ser aprobadas por las Autoridades competentes de las Partes.
- (2) Este reparto debe, exceptuando a los mercados de Italia y de Argentina, corresponder al porcentaje de los aportes respectivos de los coproductores en la producción de cada film.
- (3) Excepciones al inciso (2) son posibles únicamente previa aprobación de las Autoridades competentes.
- (4) En el caso que el contrato de coproducción prevea el "pool" de los mercados, los ingresos de cada mercado nacional serán incluidos en el "pool" sólo después de la cobertura de las inversiones nacionales.
- (5) Las primas y los beneficios financieros previstos en el artículo 2 del presente Acuerdo no estarán incluidos en el "pool".
- (6) Las transferencias de divisas que deriven de la aplicación del presente Acuerdo serán efectuadas de conformidad con las disposiciones vigentes en la materia en los dos Países.

ARTICULO 11

Contratos entre los coproductores

Los contratos entre coproductores deben establecer claramente las obligaciones financieras de cada uno en relación con la división

porcentual de los gastos relativos al revelado, a la elaboración, a los costos de producción y post-producción hasta la realización de la primera copia.

ARTICULO 12

Aprobación de las coproducciones

La aprobación de un proyecto de coproducción por parte de las Autoridades competentes de ambas Partes no obliga a las mismas Autoridades a otorgar la autorización de la proyección al público del film realizado de esta manera.

ARTICULO 13

Exportación de los filmes

En el caso que un film de coproducción sea exportado hacia un País donde las importaciones de filmes estén sujetas a cupos, el film será normalmente imputado al cupo de la Parte que tenga las mejores posibilidades de obtener beneficios.

ARTICULO 14

Identificación de los films de coproducción

- (1) Los filmes en coproducción deben ser presentados con la leyenda "coproducción Italo-Argentina" o "coproducción Argentino-Italiana".
- (2) Esta leyenda debe figurar en un cuadro separado en los títulos de cabecera, en la publicidad comercial, en la presentación de los filmes en el ámbito de las manifestaciones artísticas y culturales y en los festivales internacionales.

ARTICULO 15

Presentación en los festivales internacionales

- (1) Los filmes coproducidos, en principio, son presentados en los Festivales internacionales por la Parte del coproductor mayoritario.
- (2) Para los filmes con participación igualitaria, éstos son presentados por la Parte de la nacionalidad del director.

ARTICULO 16

Normas de procedimiento e instancia para la calificación

- (1) Las Autoridades competentes de ambas Partes fijan de común acuerdo las normas de procedimiento de la coproducción, teniendo en cuenta el derecho interno que reglamenta la industria cinematográfica en la República Italiana y el derecho interno vigente en la materia en la República Argentina.
- (2) La solicitud para la admisión del film a los beneficios de la coproducción debe ser presentada, en principio, por lo menos treinta (30) días antes de iniciar el rodaje o las elaboraciones principales para los filmes de animación, de acuerdo con las Normas de Procedimiento anexas al presente Acuerdo. En cualquier caso la presentación de la solicitud de admisión del film a los beneficios de la coproducción debe ser presentada por lo menos un día antes de empezar la filmación; de lo contrario, el film no podrá ser reconocido como coproducción en virtud del presente Acuerdo.
- (3) En general, las Autoridades competentes de las dos Partes se notificarán sus decisiones relativas a cada proyecto de coproducción a la brevedad posible, pero no necesariamente dentro del mencionado período de treinta días. El país del coproductor minoritario esperará la comunicación por parte del país del coproductor mayoritario.

ARTICULO 17

Comisión mixta

(1) Durante el período de vigencia del presente Acuerdo una Comisión Mixta, compuesta por funcionarios de ambas Partes y expertos, incluyendo directores y productores de ambos Países, se reunirá una vez cada dos años, alternativamente en cada País. Sin embargo, podrá ser convocada una reunión extraordinaria a solicitud de una o de ambas Autoridades competentes, en particular en el caso de importantes modificaciones en el derecho interno aplicable a los filmes, a la televisión y a las industrias audiovisuales en un País o en el otro, o en el caso que el Acuerdo presente dificultades particularmente graves en su aplicación.

(2) La Comisión examinará si el equilibrio general de las coproducciones, que comprende el número de las mismas, su porcentaje como así también el monto total de las inversiones y de las participaciones artísticas y técnicas, ha sido respetado: En caso contrario, determinará las medidas que fueran necesarias para establecer dicho equilibrio.

(3) La Comisión Mixta someterá a las Autoridades competentes de las dos Partes, para su aprobación, las modificaciones que fueran necesarias para resolver las dificultades que surgieran durante la aplicación del Acuerdo y para mejorar el mismo, para beneficio de las Partes.

ARTICULO 18

Restricciones a la importación

No se aplicará ninguna restricción para la importación, distribución y exhibición de producciones cinematográficas y audiovisuales italianas en la República Argentina o producciones cinematográficas y

audiovisuales argentinas en la República Italiana, más allá de las previstas por el derecho interno vigente en cada uno de los dos Países incluyendo, con respecto a la República Italiana, las obligaciones que derivan de la normativa de la Unión Europea.

ARTICULO 19

Entrada en vigor

- (1) El presente Acuerdo entrará en vigor a partir de la fecha de recepción de la segunda de las dos notificaciones mediante las cuales las Partes se comunican oficialmente el cumplimiento de los procedimientos internos previstos a dicho fin y permanecerá en vigor por un período de cinco años.
- (2) El mismo será renovado tácitamente por un mismo período, salvo denuncia de una de las dos Partes contrayentes, que deberá ser notificado por escrito por lo menos seis meses antes de su vencimiento.
- (3) Las coproducciones aprobadas por las Autoridades competentes y que se encuentren en estado avanzado en el momento de la denuncia del Acuerdo por una de las dos Partes, seguirán gozando plenamente, hasta el final, de las ventajas del Acuerdo. Una vez vencido el Acuerdo, sus términos seguirán aplicándose al reparto de las ganancias que derivaran de las coproducciones completadas.
- (4) El Presente Acuerdo anula y substituye el anterior Acuerdo de Coproducción Cinematográfica estipulado entre el Gobierno de la República Italiana y el Gobierno de la República Argentina el 9 de Diciembre de 1987 y que entró en vigor el 19 de Julio de 1990.

ARTICULO 20

Modificaciones

El presente Acuerdo podrá ser modificado, de acuerdo con lo previsto por el artículo 17, con el consenso recíproco de ambas Partes mediante un canje de notas, a través de las vías diplomáticas.

ARTICULO 21

Resolución de las controversias

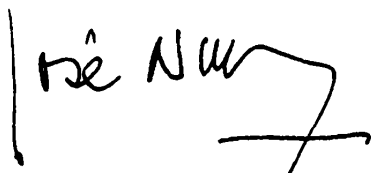
Las controversias que pudieran surgir entre las Partes sobre la interpretación o la aplicación del presente Acuerdo, serán resueltas amigablemente a través de tratativas entre las mismas.

HECHO en Roma, a los 16 de octubre de 2006., en dos ejemplares originales cada uno en los idiomas español, italiano e inglés, siendo todos los textos igualmente auténticos. En caso de divergencia en la interpretación, prevalecerá el texto redactado en inglés.

**POR EL GOBIERNO DE LA
REPUBLICA ARGENTINA**

el Secretario de Cultura
de la Presidencia de la Nación

Dr. José Nun



**POR EL GOBIERNO DE LA
REPUBLICA ITALIANA**

il Ministro per i Beni e le Attività
Culturali

On. Francesco Rutelli



ANEXO

NORMAS DE PROCEDIMIENTO

Las solicitudes de admisión a los beneficios de la coproducción cinematográfica deben ser depositadas, en principio, simultáneamente ante las dos Administraciones competentes, por lo menos treinta días antes del comienzo del rodaje del film.

Las solicitudes para la admisión debe comprender los siguientes documentos, redactados en idioma italiano por la República Italiana y en idioma español por la República Argentina:

- I. el guión del film;
- II. un documento que compruebe que la propiedad de los derechos de autor para la adaptación cinematográfica ha sido legalmente adquirida, o en su defecto, una opción válida;
- III. el contrato de coproducción finalizado sujeto a la aprobación por parte de las Administraciones competentes de los dos Países.

El contrato de coproducción debe especificar:

1. El título del film, aunque sea provisorio;
2. el nombre del autor del guión o del adaptador, si se trata de un guión de una obra literaria;
3. el nombre del director (una cláusula de salvaguardia es admitida para su cambio reemplazo, en caso de ser necesario);
4. el monto del costo del film;
5. el monto de los aportes financieros de los coproductores;
6. el reparto de los ingresos y mercados;
7. el compromiso de los productores con respecto a la participación en posibles superávit de gastos o a beneficiarse de las economías sobre el costo del film en proporción a los

- respectivos aportes. La participación en las excedencias de gastos por parte del coproductor minoritario puede limitarse al 30% del costo del film;
8. una cláusula del contrato debe prever que la aceptación a los beneficios del Acuerdo no obliga las Autoridades competentes a autorizar la proyección en público. Otra cláusula debe, como consecuencia, indicar las condiciones del reglamento financiero entre los coproductores:
 - a) en el caso de que las Autoridades competentes de uno o de otro País no rechacen la admisión solicitada luego de haber examinado la documentación completa;
 - b) en el caso de que las Autoridades competentes no autorizaran la proyección en público del film en uno o en otro de los dos Países, o en terceros Países;
 - c) en el caso de que los depósitos de los aportes financieros no hayan sido realizados de acuerdo con las exigencias previstas por el artículo 10 del Acuerdo.
 9. una cláusula que establezca las medidas que deberán tomarse si uno de los dos coproductores no cumple debidamente con sus obligaciones;
 10. una cláusula que comprometa al coproductor mayoritario a estipular una póliza de seguro para todos los riesgos de producción;
 11. el período previsto para el comienzo de las filmaciones del film.
- IV. el plan de financiación del film;
- V. Listado de equipos técnicos y artísticos y, para el personal, la indicación de su nacionalidad y de los roles atribuidos a los actores;
- VI. el plan de rodaje.

Las Autoridades competentes de los dos Países pueden además solicitar todos los documentos y todas las indicaciones complementarias que consideren necesarias.

En principio el guión final del film (incluyendo el diálogo) debe ser sometido a las Autoridades competentes generalmente, antes de comenzar el rodaje.

Pueden aportarse modificaciones contractuales, incluyendo la sustitución de uno de los dos coproductores, en el contrato original de coproducción depositado y que serán sometidas a la aprobación de las Autoridades competentes de los dos Países antes de terminar el film.

La sustitución de un coproductor puede ser admitida sólo en casos excepcionales por motivos considerados válidos por las Autoridades competentes.

Las Autoridades competentes deberán comunicarse recíprocamente su decisión, adjuntado una copia de la documentación.

[TRANSLATION – TRADUCTION]

ACCORD SUR LES COPRODUCTIONS CINÉMATOGRAPHIQUES ENTRE LE
GOUVERNEMENT DE LA RÉPUBLIQUE ARGENTINE ET LE GOUVERNE-
MENT DE LA RÉPUBLIQUE ITALIENNE

Préambule

Le Gouvernement de la République argentine et le Gouvernement de la République italienne, ci-après dénommés les « Parties »,

Reconnaissant le développement continu de leurs relations bilatérales en matière culturelle et conscients par ailleurs des accords existant entre les Parties,

Considérant que les industries cinématographiques de leurs pays respectifs pourraient bénéficier de coproductions qui, par leur qualité technique et artistique ainsi que leur valeur en tant que spectacle, renforceraient la réputation et contribueraient à l'expansion économique des secteurs de la production et de la distribution de l'Italie et de l'Argentine dans le domaine du cinéma, de la télévision, de la vidéo et des nouveaux médias,

Sont convenus de ce qui suit :

Article premier. Définitions

Aux fins du présent Accord :

- Le terme « coproduction cinématographique » s'entend d'un projet de production d'une œuvre cinématographique, notamment d'un film d'animation ou d'un documentaire, quelle qu'en soit la longueur, réalisée par un coproducteur italien et un coproducteur argentin, sous quelque format que ce soit, et destiné à être projeté dans les salles de cinéma puis diffusé à la télévision, sur des cassettes vidéo, des disques vidéo, des CD-ROM, ou de quelque autre manière que ce soit. Les nouvelles formes de production et de distribution cinématographiques sont incluses dans le présent Accord;
- L'expression « coproducteur italien » s'entend d'une ou de plusieurs sociétés de production cinématographique établies conformément à la législation italienne applicable;
- L'expression « coproducteur argentin » s'entend d'une ou de plusieurs sociétés de production cinématographique établies conformément à la législation argentine applicable;
- L'expression « autorités compétentes », chargées de l'application de l'Accord, s'entend :
 - En ce qui concerne la République italienne, du Ministère des biens et des activités culturels, Direction générale du cinéma;
 - En ce qui concerne la République argentine, de l'Institut national du cinéma et des arts audiovisuels (INCAA).

Article 2. Œuvre cinématographique nationale

1) Chaque œuvre cinématographique coproduite conformément au présent Accord est considérée comme une œuvre cinématographique nationale par les deux Parties. Elle bénéficie donc des avantages découlant des dispositions en vigueur ou de celles pouvant être édictées par chaque Partie pour ses films nationaux. Seul le coproducteur italien a droit aux avantages accordés aux films nationaux en Italie et seul le coproducteur argentin a droit aux avantages accordés aux films nationaux en Argentine.

2) La coproduction d'œuvres cinématographiques par les Parties doit être approuvée par leurs autorités compétentes respectives après consultation mutuelle.

Article 3. Coproduction

1) Pour pouvoir bénéficier des avantages de la coproduction, les coproducteurs doivent justifier de leur bonne organisation technique, d'un statut professionnel reconnu et des qualifications requises pour mener à bonne fin la production.

2) Il n'est pas accordé d'autorisation de coproduction lorsque les producteurs relèvent d'une gestion ou d'un contrôle communs autres que ceux inhérents à la coproduction en question.

Article 4. Tournage

1) Les œuvres cinématographiques coproduites sont tournées, montées, doublées ou sous-titrées, jusqu'à la réalisation de la première épreuve, dans les pays des coproducteurs concernés, conformément à l'article 7 ci-dessous. Si le scénario ou le sujet du film l'exigent, le tournage extérieur ou intérieur en des lieux authentiques d'un autre pays peut être autorisé.

2) Les auteurs, scénaristes, réalisateurs, acteurs et autres professionnels des coproductions, ainsi que les techniciens participant à la production, doivent être ressortissants de la République italienne ou de la République argentine, ressortissants d'États membres de l'Union européenne ou résidents à long terme de la République italienne ou de la République argentine conformément au droit communautaire et à la législation interne en vigueur dans les deux pays.

3) Si la production de l'œuvre cinématographique l'exige, la participation de professionnels ne répondant pas aux conditions visées au paragraphe 2 peut être autorisée, mais uniquement à titre exceptionnel et sous réserve d'un accord entre les autorités compétentes des deux Parties.

4) Des professionnels étrangers résidant en République italienne ou en République argentine et/ou y travaillant ordinairement peuvent à titre exceptionnel participer à la coproduction en tant que résidents à long terme de l'un ou l'autre de ces pays.

Article 5. Apports des producteurs

1) L'apport respectif des producteurs des deux pays peut aller de 10 % à 90 % par œuvre cinématographique. Il doit en principe comporter un apport technique et créatif effectif à la mesure de l'investissement financier.

2) Les coproducteurs financiers sont autorisés au même pourcentage que celui visé au paragraphe 1.

3) Si la coproduction italienne ou argentine est assurée par plusieurs sociétés de production, l'apport financier de chacune doit constituer au moins 5 % du budget total de l'œuvre cinématographique.

Article 6. Productions multilatérales

1) Les Parties envisagent favorablement la coproduction d'œuvres cinématographiques aux normes internationales par l'Italie, l'Argentine et un ou plusieurs pays auxquels l'Italie ou l'Argentine sont liées par un accord officiel de coproduction.

2) Les conditions d'acceptation de la coproduction de ces œuvres sont dans chaque cas approuvées conjointement par les deux Parties sous réserve de leurs législations internes respectives. Aucun apport minoritaire à une telle œuvre ne peut être inférieur à 10 % du budget.

3) Si la coproduction italienne, argentine ou d'un ou plusieurs pays tiers est assurée par plusieurs sociétés de production, l'apport financier de chacune doit constituer au moins 5 % du budget total de l'œuvre cinématographique.

Article 7. Négatifs et langues

1) Il est établi pour chaque œuvre cinématographique coproduite un négatif original et un interpositif.

2) Chaque coproducteur est propriétaire au prorata du négatif original qui est déposé, sous un nom commun, dans un laboratoire de l'un des deux pays, choisi d'un commun accord par les deux coproducteurs. Le développement du négatif se fait dans les laboratoires de l'un des deux pays.

3) Deux versions de chaque œuvre cinématographique coproduite sont réalisées, l'une en italien et l'autre en espagnol. La version italienne est produite en Italie et la version espagnole en Argentine.

Article 8. Entrée temporaire

Les Parties facilitent l'entrée temporaire et la réexportation du matériel cinématographique nécessaire à la production des œuvres cinématographiques visées par le présent Accord, sous réserve de la législation en vigueur dans les deux pays. Conformément à sa législation interne et, dans le cas de l'Italie, au droit communautaire en vigueur, chaque Partie autorise le personnel créatif et technique de l'autre Partie à entrer et résider sur son territoire, sans aucune restriction, afin de participer à la production de ces œuvres.

Article 9. Versement de l'apport

- 1) Le coproducteur minoritaire verse le solde de son apport au coproducteur majoritaire dans les cent vingt (120) jours suivant la livraison de tout le matériel requis pour la production de la version de l'œuvre cinématographique dans la langue du pays minoritaire.
- 2) Le non-respect de cette disposition entraîne la perte du bénéfice de la coproduction.

Article 10. Répartition des marchés

- 1) Les dispositions contractuelles sur la répartition des marchés et des recettes entre les coproducteurs sont approuvées par les autorités compétentes des Parties.
- 2) À l'exception des marchés italien et argentin, cette répartition se fait au prorata des apports respectifs des coproducteurs à la réalisation de chaque film.
- 3) Les autorités compétentes peuvent autoriser des exceptions aux dispositions du paragraphe 2 ci-dessus.
- 4) Si un contrat de coproduction prévoit la mise en commun des marchés, les recettes de chaque marché national ne sont versées au fonds commun qu'après remboursement des investissements nationaux.
- 5) Les primes et avantages financiers visés à l'article 2 du présent Accord ne sont pas mis en commun.
- 6) Les transferts de fonds découlant de l'application du présent Accord sont effectués conformément à la législation applicable en la matière dans les deux pays.

Article 11. Contrats entre coproducteurs

Les contrats entre coproducteurs établissent clairement la répartition des responsabilités financières liées aux coûts de mise en œuvre, d'élaboration, de production et de postproduction jusqu'à la copie zéro.

Article 12. Approbation des coproductions

L'approbation d'une proposition de coproduction d'une œuvre cinématographique par les autorités compétentes des deux Parties ne les oblige en aucun cas à autoriser la diffusion de l'œuvre ainsi produite.

Article 13. Exportation de l'œuvre cinématographique

Si une œuvre cinématographique coproduite est exportée vers un pays appliquant des restrictions à l'importation, elle est en principe imputée au contingent de la Partie ayant les meilleures possibilités de diffusion.

Article 14. Identification des œuvres cinématographiques coproduites

1) Toutes les œuvres cinématographiques coproduites sont présentées comme coproductions italo-argentines ou argentino-italiennes.

2) Cette mention apparaît au générique de manière distincte, dans toute la publicité commerciale et chaque fois que l'œuvre coproduite est projetée lors d'événements artistiques ou culturels ou de festivals internationaux.

Article 15. Participation aux festivals internationaux

1) Les œuvres cinématographiques coproduites sont en principe présentées aux festivals internationaux par la Partie dont relève le coproducteur majoritaire.

2) Les films produits à apports égaux sont présentés par la Partie dont le réalisateur est ressortissant.

Article 16. Règles de procédure et demande d'approbation

1) Les autorités compétentes des deux Parties fixent conjointement les règles de procédure s'appliquant aux coproductions, compte tenu de la législation régissant l'industrie cinématographique en République italienne et en République argentine.

2) Les demandes d'admission au bénéfice de la coproduction doivent en règle générale être déposées au plus tard trente (30) jours avant le début du tournage ou de la réalisation de l'animation, conformément aux règles de procédures jointes au présent Accord. Dans tous les cas, la demande d'admission au bénéfice de la coproduction doit être déposée au plus tard la veille du début du tournage, faute de quoi l'œuvre n'est pas considérée comme coproduction au sens du présent Accord.

3) En principe, les autorités compétentes des Parties s'informent mutuellement des décisions qu'elles prennent concernant les demandes de coproduction, dès que possible mais pas nécessairement dans le délai de trente jours susmentionné. Le pays du coproducteur minoritaire attend la communication du pays du coproducteur majoritaire.

Article 17. Commission mixte

1) Pendant la durée du présent Accord, une commission mixte composée de représentants des deux Parties et d'experts, notamment de réalisateurs et producteurs des deux pays, se réunira tous les deux ans dans l'un et l'autre pays en alternance. Elle peut toutefois se réunir en session extraordinaire à la demande de l'une des autorités compétentes ou des deux, notamment en cas de modification importante de la législation interne régissant l'industrie cinématographique, télévisuelle ou vidéographique, ou si l'application du présent Accord donne lieu à de graves difficultés.

2) La Commission mixte détermine si l'équilibre a été réalisé sur l'ensemble des coproductions, en examinant leur nombre, les pourcentages de participation, le montant total des investissements et les apports artistiques et techniques. Si ce n'est pas le cas, elle décide des mesures qu'elle estime nécessaires pour atteindre l'équilibre.

3) La Commission mixte soumet à l'approbation des autorités compétentes des deux Parties les modifications à apporter au présent Accord afin de régler les difficultés découlant de son application et de l'améliorer, dans le meilleur intérêt des Parties.

Article 18. Restrictions à l'importation

Aucune restriction ne frappera l'importation, la distribution ni la projection de l'œuvre cinématographique et des productions vidéo italiennes en République argentine ni de l'œuvre cinématographique et des productions vidéo argentines en République italienne à l'exception de celles visées dans la législation en vigueur de chacun des deux pays et, dans le cas de la République italienne, des obligations découlant des normes de l'Union européenne.

Article 19. Entrée en vigueur

1) Le présent Accord entre en vigueur à la date de réception de la deuxième des notifications par lesquelles chacune des Parties avise l'autre de l'accomplissement de toutes les formalités internes nécessaires à cette fin, et le reste durant une période de cinq ans.

2) Il peut être reconduit pour la même période par accord tacite des Parties en l'absence de dénonciation écrite donnée par l'une d'elles six mois au moins avant la date d'expiration.

3) Les coproductions approuvées par les autorités compétentes et en cours de réalisation au moment où une Partie signifie sa dénonciation de l'Accord continuent de bénéficier pleinement des dispositions de celui-ci jusqu'à ce qu'elles soient menées à bon terme. Après l'expiration ou la dénonciation de l'Accord, ces dispositions continuent de s'appliquer à la répartition des recettes issues des coproductions réalisées.

4) Le présent Accord annule et remplace le précédent Accord sur la coproduction cinématographique entre le Gouvernement de la République italienne et le Gouvernement de la République argentine, signé le 9 décembre 1987 et entré en vigueur le 19 juillet 1990.

Article 20. Amendements

Le présent Accord peut être modifié conformément à l'article 17 ci-dessus par consentement mutuel des Parties, sur échange de notes par voie diplomatique.

Article 21. Règlement des différends

Tout différend entre les Parties né de l'interprétation ou de l'application du présent Accord est réglé à l'amiable par voie de consultation ou de négociation entre elles.

FAIT à Rome le 16 octobre 2006, en deux exemplaires originaux, dans les langues espagnole, italienne et anglaise, tous les textes faisant également foi. En cas de divergence d'interprétation, le texte anglais prévaudra.

Pour le Gouvernement de la République argentine :
Le Secrétaire à la Culture de la Présidence de la Nation,
JOSÉ NUN

Pour le Gouvernement de la République italienne :
Le Ministre des biens et activités culturels,
FRANCESCO RUTELLI

ANNEXE

RÈGLES DE PROCÉDURE

Les demandes d'approbation d'une œuvre cinématographique au bénéfice de la coproduction doivent être adressées aux autorités compétentes, simultanément en principe, trente (30) jours au moins avant le début du tournage.

Les demandes d'approbation doivent être accompagnées des documents suivants, en langue italienne pour la République italienne et en langue espagnole pour la République argentine :

I. Le scénario;

II. Un document attestant que les droits d'auteur ont été légalement acquis en vue de l'adaptation cinématographique ou, à défaut, qu'une option a été prise en bonne et due forme ;

III. Le contrat de coproduction établi, sous réserve de l'approbation des administrations compétentes des deux pays.

Le contrat de coproduction doit comporter les indications suivantes :

1. Le titre de l'œuvre cinématographique, même s'il est provisoire;

2. Le nom de l'auteur du scénario, ou de l'adaptation si le scénario est tiré d'une œuvre littéraire;

3. Le nom du réalisateur (il peut être ajouté une clause de sécurité prévoyant son remplacement, le cas échéant);

4. Le montant du budget de l'œuvre cinématographique;

5. Le montant des apports financiers des coproducteurs;

6. La répartition des recettes et des marchés;

7. L'engagement des coproducteurs de prendre en charge tout dépassement des coûts prévus au budget ou de se répartir les gains de toutes économies sur le coût de la production proportionnellement à leurs participations respectives. La participation du producteur minoritaire aux dépassements de coûts peut être limitée à 30 % du budget de l'œuvre cinématographique;

8. Une clause prévoyant que l'admission de l'œuvre cinématographique au bénéfice de l'Accord n'oblige pas les autorités compétentes à autoriser la projection publique de l'œuvre et donc également une clause énonçant les conditions d'un règlement financier entre les coproducteurs :

a) Si les autorités compétentes de l'un ou l'autre pays rejettent la demande après avoir examiné le dossier complet;

b) Si les autorités compétentes n'autorisent pas la projection de l'œuvre dans l'un ou l'autre des deux pays ou dans des pays tiers;

c) Si les apports financiers n'ont pas été versés conformément aux dispositions de l'article 10 du présent Accord;

9. Une clause visant à établir les mesures à prendre si l'un des coproducteurs ne remplit pas entièrement ses engagements;

10. Une clause imposant au coproducteur majoritaire de souscrire une police d'assurance couvrant l'ensemble des risques liés à la production;

11. La date approximative du début du tournage;

IV. Le plan de financement de l'œuvre cinématographique;

V. La liste des composantes techniques et artistiques et, s'agissant du personnel, l'indication de leur nationalité et des rôles que joueront les acteurs;

VI. Le calendrier de production.

Les autorités compétentes des deux pays peuvent réclamer tous autres documents et compléments d'information jugés nécessaires.

En principe, le scénario définitif (notamment les dialogues) doit être soumis aux autorités compétentes avant le début du tournage.

Des modifications peuvent être apportées au contrat original, notamment le remplacement d'un coproducteur, mais elles doivent être soumises à l'approbation des autorités compétentes des deux pays avant que l'œuvre cinématographique ne soit terminée.

Le remplacement d'un coproducteur n'est autorisé qu'à titre exceptionnel et pour des raisons jugées valables par les autorités compétentes.

Les autorités compétentes se tiennent mutuellement informées de leurs décisions respectives et fournissent un exemplaire du dossier pertinent.

No. 48893

**Switzerland
and
Romania**

Framework Agreement between the Swiss Federal Council and the Government of Romania concerning the implementation of the Swiss-Romanian cooperation programme to reduce economic and social disparities within the enlarged European Union (with annexes). Bern, 7 September 2010

Entry into force: *10 November 2010 by notification, in accordance with article 11*

Authentic text: *English*

Registration with the Secretariat of the United Nations: *Switzerland, 1 August 2011*

Only the authentic English text of the Agreement with Annexes 1- 5 and the French translation of the Agreement are published herein, in accordance with article 12 (2) of the General Assembly Regulations to give effect to Article 102 of the Charter of the United Nations, as amended, and the partial publication practice of the Secretariat.

**Suisse
et
Roumanie**

Accord-cadre entre le Conseil fédéral suisse et le Gouvernement de Roumanie concernant la mise en œuvre du programme de coopération helvético-roumain visant à réduire les disparités économiques et sociales au sein de l'Union européenne élargie (avec annexes). Berne, 7 septembre 2010

Entrée en vigueur : *10 novembre 2010 par notification, conformément à l'article 11*

Texte authentique : *anglais*

Enregistrement auprès du Secrétariat des Nations Unies : *Suisse, 1^{er} août 2011*

Seuls sont publiés ici le texte authentique anglais de l'Accord et de ses annexes 1 à 5 ainsi que la traduction en français de l'Accord, conformément au paragraphe 2 de l'article 12 du règlement de l'Assemblée générale destiné à mettre en application l'Article 102 de la Charte des Nations Unies, tel qu'amendé, et à la pratique du Secrétariat en matière de publication partielle.

FRAMEWORK AGREEMENT

BETWEEN

THE SWISS FEDERAL COUNCIL

AND

THE GOVERNMENT OF ROMANIA

CONCERNING

**THE IMPLEMENTATION OF THE SWISS-
ROMANIAN COOPERATION PROGRAMME
TO REDUCE ECONOMIC AND SOCIAL
DISPARITIES WITHIN THE ENLARGED
EUROPEAN UNION**

THE SWISS FEDERAL COUNCIL (hereinafter referred to as "the Swiss Party")

AND

THE GOVERNMENT OF ROMANIA (hereinafter referred to as "the Romanian Party")

hereinafter collectively referred to as "the Parties",

- AWARE of the importance of the enlargement of the European Union (hereinafter referred to as "EU") for stability and prosperity in Europe;
- NOTING the solidarity of the Swiss Party with the endeavours of the EU to reduce economic and social disparities within the EU;
- BUILDING upon the previous successful cooperation between the two countries;
- HAVING regard to the friendly relations between the two countries;
- DESIROUS of strengthening these relations and the fruitful cooperation between the two countries;
- INTENDING to promote further the social and economic development in Romania;
- IN VIEW of the fact that the Swiss Federal Council has expressed, in the Addendum of 25 June 2008 (hereinafter referred to as "Addendum") to the Memorandum of Understanding with the European Community of 27 February 2006 (hereinafter referred to as "Memorandum of Understanding"), the intention that the Swiss Party shall increase its contribution of CHF 1,000,000,000 (one billion Swiss francs) to reduce economic and social disparities within the enlarged EU by an additional contribution amounting up to CHF 257,000,000 (two hundred and fifty seven million Swiss francs) to Romania and Bulgaria;

have agreed as follows:

Article 1 – Definitions

For the purpose of this Framework Agreement:

- "Contribution" means the non-reimbursable financial contribution granted by the Swiss Party;
- "Swiss-Romanian Cooperation Programme" means the bilateral programme for the implementation of this Framework Agreement;
- "Supporting Measure" means a Project, a Thematic Fund, the Project Preparation Facility, the Technical Assistance Fund or other joint activities;

- "Project" means an individual project or a programme. A programme consists of component projects linked by a common theme or shared objectives;
- "Thematic Fund" means a grant-provision scheme for financing activities to address specific thematic areas or to target specific beneficiary groups;
- "Activity" means specific assistance for, inter alia, projects, scholarships, partnerships and knowledge transfer provided within a Thematic Fund;
- "Commitment" means the allocation of a certain amount of the Contribution to a Supporting Measure agreed upon by the Parties;
- "Project Agreement" means an agreement between the Parties and, if need be, additional contracting parties, on the implementation of a Project agreed upon by the Parties;
- "Thematic Fund Agreement" means an agreement between the Parties and, if need be, additional contracting parties, on the implementation of a Thematic Fund agreed upon by the Parties;
- "National Coordination Unit" (NCU) means the Romanian unit in charge of the coordination of the Swiss-Romanian Cooperation Programme;
- "Intermediate Body" means any legal public or private entity appointed by the NCU which acts under the responsibility of the NCU or which carries out duties on behalf of the NCU with regard to Executing Agencies implementing Projects;
- "Swiss Intermediate Body" means any legal public or private entity mandated by the Swiss Party for the management of a Thematic Fund;
- "Paying Authority" means the unit established in the Ministry of Public Finance ensuring on the Romanian side appropriate financial control of the Swiss-Romanian Cooperation Programme;
- "Audit Authority" means the unit established in the Ministry of Public Finance responsible on the Romanian side for the control of the use of financial resources of the Swiss-Romanian Cooperation Programme;
- "Executing Agency" means any legal public or private entity, as well as any organisation recognised by the Parties and mandated to implement Supporting Measures;
- "Implementation Agreement" means an agreement between the NCU and/or the Intermediate Body and the Executing Agency for the implementation of the Project;

- "Mandate Agreement" means an agreement between the Swiss Party, the Swiss Intermediate Body and/or possibly the Executing Agency for the implementation of a Thematic Fund;
- "Delegation Agreement" means an agreement between the NCU and the Intermediate Body / Executing Agency / Paying Authority in order to delegate tasks from the NCU to the Intermediate Body / Executing Agency / Paying Authority for the implementation of projects;
- "Project Preparation Facility" means the facility providing financial support for the preparation of the Final Project Proposals;
- "Technical Assistance Fund" means the fund set up to finance the tasks performed by the Romanian authorities additionally and exclusively for the implementation of the Contribution;
- "Block Grant" means a fund set up within a Thematic Fund for a clearly defined purpose, dedicated to financing small Activities in a cost-effective way.

Article 2 – Objectives

1. The Parties shall promote the reduction of economic and social disparities within the enlarged EU through Supporting Measures mutually agreed upon between the Parties and in line with the Memorandum of Understanding and its Addendum and the Conceptual Framework for the Swiss-Romanian Cooperation Programme as outlined in Annex 1 of this Framework Agreement.
2. The objective of this Framework Agreement is to establish a framework of rules and procedures for the planning and implementation of the cooperation between the Parties.

Article 3 – Amount of the Contribution

1. The Swiss Party agrees to grant a non-reimbursable Contribution towards the reduction of economic and social disparities within the enlarged EU of up to CHF 181 million (one hundred and eighty one million Swiss francs) to Romania for a Commitment period of five years and a disbursement period of up to 10 years, starting from the approval date of the Contribution by the Swiss Parliament, which is 7 December 2009.
2. The Parties shall accept submissions of final proposals for Supporting Measures for commitment of funds until two months before the end of the Commitment period.
3. Funds not committed during the Commitment period shall no longer be available for the Swiss-Romanian Cooperation Programme.

Article 4 – Scope

The provisions of this Framework Agreement shall apply to national and transnational Supporting Measures financed by the Swiss Party or co-financed by the Swiss Party with multilateral institutions and other donors, executed by an Executing Agency, mutually agreed upon by the Parties.

Article 5 – Utilisation of the Contribution

1. The Contribution shall be used to finance Supporting Measures and can take the following forms:

- a) Financial assistance including grants, credit lines, guarantee schemes, equity and debt participation and loans;
- b) Technical Assistance.

2. The Contribution shall be used in line with the objectives, principles, strategies, geographic and thematic focus as outlined in the Conceptual Framework in Annex 1.

3. 5% of the Contribution shall be used by the Swiss Party for its administration of this Framework Agreement. This includes, inter alia, expenses for staff and consultants, administrative infrastructure, missions, monitoring and evaluation.

4. The Contribution, in the form of grants, may not exceed 60% of the total eligible costs of a Supporting Measure, except in the case of Supporting Measures receiving additional financing in the form of budget allocations from national, regional or local authorities, in which case the Contribution may not exceed 85% of the total eligible costs. Institution-building and technical assistance Supporting Measures, Supporting Measures implemented by non-governmental organisations as well as financial assistance benefiting the private sector (credit lines, guarantee schemes, equity and debt participation) may be fully financed by the Contribution.

5. The following costs shall not be eligible for grant support: expenditures incurred by all parties before the signing of the Agreement for the respective Supporting Measure as mentioned in Article 6 paragraph 3, interest on debt, the purchase of land and buildings, recoverable value added tax as specified in Article 7 of this Framework Agreement.

Article 6 – Coordination and Procedures

1. To make sure that Supporting Measures have the greatest possible impact and in order to avoid duplication and overlapping with projects financed through structural and/or cohesion funding as well as through any other funding source, the Parties shall assure effective coordination and share all information needed to that end.

2. All the correspondence exchanged between the Parties, including reports and documents related to Supporting Measures, shall be drafted in English.

3. Each Supporting Measure shall be subject to an Agreement (e.g. Project Agreement, Thematic Fund Agreement), which shall set out the terms and conditions of grant assistance as well as the roles and responsibilities of the contracting parties.

4. In general, the Romanian Party is responsible for the identification of Projects to be financed by the Contribution, whereas Thematic Funds are worked out by the Swiss Party. The Swiss Party may also suggest to the Romanian side Projects to be financed by the Contribution, including Projects of multilateral, national or transnational institutions. The rules and procedures for the selection and implementation of Supporting Measures are defined in the Annexes to this Framework Agreement.

5. All Supporting Measures shall be approved by the Romanian and the Swiss Party. The Parties attach high importance to the monitoring, the evaluation and the auditing of Supporting Measures, and of the entire Swiss-Romanian Cooperation Programme. The Swiss Party, or any mandated third party acting on its behalf, is entitled to visit, monitor, review, audit or evaluate all activities and procedures related to the implementation of the Supporting Measures financed by the Contribution, as deemed appropriate by the Swiss Party. The Romanian Party shall provide all requested or useful information and shall take, or cause to be taken, all actions allowing the successful realisation of such mandates.

6. Upon entry into force of this Framework Agreement, the Romanian Party shall inform the Swiss Party about opening a separate bank account in which the funds received from the Swiss Contribution shall be deposited. The accumulated net interest shall be reported to the Swiss Party on an annual basis. The grants for the Thematic Funds that are managed directly by a Swiss Intermediate Body or an Executing Agency as well as the Swiss administration costs referred to in Article 5, Paragraph 3 of this Framework Agreement shall not be managed through this account.

7. Payment procedures for Projects and the Thematic Funds are outlined in Annexes 3 and 4 respectively. Procedures for the Technical Assistance Fund and Project Preparation Facility are mentioned in Annex 5.

8. The NCU shall establish a Monitoring Committee, which is responsible for the monitoring of the implementation of the Swiss-Romanian Cooperation Programme.

Article 7 – Value Added Tax and other Taxes and Charges

1. Value added tax (VAT) shall be considered eligible expenditure only if it is genuinely and definitively borne by the Executing Agency. VAT which is recoverable, by whatever means, shall not be considered eligible even if it is not actually recovered by the Executing Agency or by the final recipients.

2. Other levies, taxes or charges, in particular direct taxes and social security contributions on eligible salaries and wages, shall constitute eligible expenditure only if they are genuinely and definitively borne by the Executing Agency or by the Intermediate Body.

Article 8 – Annual Meetings and Reporting

1. The Parties agree to hold Annual Meetings in order to ensure effective implementation of the Swiss-Romanian Cooperation Programme. The first meeting shall be held no later than 18 months after the beginning of the application of this Framework Agreement.

2. The Romanian Party shall organise the meetings in cooperation with the Swiss Party. The NCU shall present one month before the meetings a consolidated annual report covering the whole Swiss-Romanian Cooperation Programme. Its content shall include, but not be limited to, the issues listed in Annex 2.

3. Within 3 months after the final disbursement under this Framework Agreement, the Romanian Party shall submit to the Swiss Party a final report assessing the accomplishment of the objective of this Framework Agreement and a final financial statement on the use of the Contribution, based on the financial audits of the Supporting Measures.

Article 9 – Competent Authorities

1. The Romanian Party has authorised the Ministry of Public Finance to act on its behalf as the NCU for the Swiss-Romanian Cooperation Programme. The NCU shall have the overall responsibility for the management of the Contribution in Romania. The Romanian Party has authorised the Ministry of Public Finance to act on its behalf as the Paying Authority and the Audit Authority.

2. The Swiss Party has authorised:

the Federal Department of Foreign Affairs, acting through the Swiss Agency for Development and Cooperation (SDC)

and

the Federal Department of Economic Affairs, acting through the State Secretariat for Economic Affairs (SECO)

to act on its behalf for the implementation of the Swiss-Romanian Cooperation Programme.

Supporting Measures are assigned to one or the other above mentioned institutions according to their respective fields of competence.

3. The Swiss Embassy in Bucharest shall act as the contact point for the NCU with regard to official information referring to the Swiss-Romanian Cooperation Programme. Day-to-day communication between the competent authorities may be maintained directly.

Article 10 – Common Concern

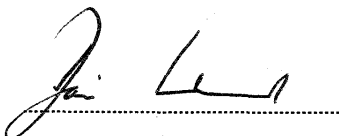
The Parties share a common concern in the fight against the misuse of funds, which jeopardises good governance and the proper use of resources needed for development, and, in addition, endangers fair and open competition based upon price and quality. They declare, therefore, their intention to combine their efforts to fight the misuse of funds and, in particular, declare that whoever asks for, lets himself/herself be promised or accepts an advantage for acting or refraining from acting in the context of a mandate or contract within the framework of this Framework Agreement, will be considered to have committed an illegal act which shall not be accepted. Any actual case of this kind shall constitute sufficient grounds to justify termination of this Framework Agreement, the respective Supporting Measure Agreements, the annulment of the procurement or resulting award, or for taking any other corrective measure laid down by applicable law.

Article 11 – Final Provisions

1. Annexes 1 to 5 shall form an integral part of this Framework Agreement.
2. Any dispute which may result from the application of this Framework Agreement shall be resolved by diplomatic means.
3. This Framework Agreement shall enter into force on the date of the latter notification confirming the completion by both Parties of their respective approval procedures. The Framework Agreement covers a Commitment period of five years and a disbursement period of ten years. It applies until the final report by the Romanian Party assessing the accomplishment of the objective of this Framework Agreement is submitted according to Article 8 Paragraph 3. The Commitment period shall start according to Article 3 Paragraph 1. The Parties shall apply this Framework Agreement provisionally starting on the day of its signing.
4. Any amendment to this Framework Agreement shall be made in writing with the mutual agreement of the Parties and according to their respective procedures. Any amendment to the Annexes 1 to 5 of this Framework Agreement shall be made in writing with the mutual agreement of the competent authorities mentioned in Article 9.
5. This Framework Agreement can be terminated at any time by one of the Parties upon a six-month prior written notice containing a justification of its decision. Prior to making such a decision, the Parties shall enter into consultation with a view to ensuring that the said decision is based on accurate and correct facts. In case of said termination, the provisions of this Framework Agreement shall continue to apply to the respective Supporting Measure Agreements concluded before the termination of this Framework Agreement. The Parties shall decide by mutual agreement any other consequences of the termination.

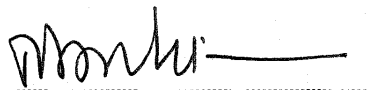
Signed at Bern on September the 7th, 2010, in two originals in the English language.

For the Swiss
Federal Council



Doris Leuthard
President
of the Swiss Confederation

For the Government of
Romania



Teodor Baconschi
Minister of Foreign Affairs



Micheline Calmy-Rey
Federal Councillor
of the Swiss Confederation

Annex 1: Conceptual Framework of the Swiss-Romanian Cooperation Programme

Annex 1 is an integral part of the Framework Agreement between the Swiss Federal Council and the Government of Romania concerning the implementation of the Swiss-Romanian Cooperation Programme. Any amendment to this Annex shall be made in writing with the mutual agreement of the competent authorities mentioned in Article 9 of this Framework Agreement.

Annex 1 defines: objectives; principles; strategic direction; approaches; geographic focus; and thematic focus including indicative portfolio of Supporting Measures and indicative financial allocations.

The rules and procedures are defined: in Annex 2 for the overall Swiss-Romanian Cooperation Programme; in Annex 3 for Projects; in Annex 4 for Thematic Funds; in Annex 5 for the Project Preparation Facility and the Technical Assistance Fund.

1. Objectives

The Swiss-Romanian Cooperation Programme pursues two main objectives:

- To contribute to the reduction of economic and social disparities between Romania and the more advanced countries of the enlarged European Union (EU); and/or
- To contribute within Romania to the reduction of economic and social disparities between the dynamic urban centres and the structurally weak peripheral regions.

Furthermore:

- The Swiss Contribution is an important element of the bilateral relations between Switzerland and Romania. The Swiss-Romanian Cooperation Programme shall enhance the content and the visibility of bilateral relations and provide room for a good use of Swiss knowledge and experience.
- Supporting Measures in the Swiss-Romanian Cooperation Programme shall pursue a sustainable, economically and socially balanced development.

2. Principles

The Swiss-Romanian Cooperation Programme is guided by the following principles:

Transparency. Transparency and openness are key to all cooperation activities and are binding at all levels. Special emphasis on transparency shall be given in project and activity selection, contract awarding and financial management.

Social inclusion. Cooperation activities shall respect the need for including socially and economically disadvantaged groups in the opportunities and benefits of development.

Equal opportunities and rights. Cooperation activities shall increase women's and men's opportunities to exercise their rights equally through a gender-based approach.

Environmental sustainability. Cooperation activities shall respect the need to incorporate requirements of environmental sustainability.

Commitment by all actors involved. All decision-makers and entities involved in the Swiss-Romanian Cooperation Programme shall be committed to the efficient and effective implementation of the agreed Supporting Measures.

Subsidiarity and decentralisation. Cooperation activities shall respect the need to include considerations of subsidiarity and decentralisation primarily in Supporting Measures at the municipal and regional levels.

3. Strategic Direction

The strategic direction of the Swiss-Romanian Cooperation Programme is defined by two strategic lines:

- **Romanian needs for economic and social development**, with focus on the following areas: security; reforms and inclusion of marginalised groups; environment and infrastructure; promotion of the private sector; vocational training, research and scholarships.
- **Combining Romanian needs and Swiss strengths with a focus to make good use of Swiss knowledge and experience.**

The strategic direction includes:

Partners and beneficiaries. The Swiss-Romanian Cooperation Programme shall include a broad range of partners and beneficiaries, inter alia from the public and private sectors, non-governmental organisations and civil society organisations.

Partnerships. Partnerships between Swiss and Romanian partners are an enriching element of the Swiss-Romanian Cooperation Programme. Cooperation and institutional partnerships are strongly encouraged, especially in focus areas in which Switzerland contributes particular experience, know-how and technologies.

Visibility. Visibility of the Swiss-Romanian Cooperation Programme for the Romanian and Swiss public is an important aspect that shall be taken into account when selecting and implementing Supporting Measures. Both Parties shall proactively inform about their cooperation.

Flexibility. Within two years after the signing of this Framework Agreement, a review shall assess thematic and geographical priorities and, if necessary redirect the initial financial allocations as agreed, and determine the priorities for the not yet allocated part of the Contribution.

Transnational Cooperation. The Contribution may be used to finance transnational Supporting Measures. Transnational Supporting Measures are measures which are implemented in more than one country.

4. Approaches

The Swiss-Romanian Cooperation Programme is based on the following approaches:

Projects. Project means an individual project or programme. An important part of the Swiss Contribution is provided in the form of project and programme financing. The respective rules and procedures are laid down in Annex 3.

- An **individual project** approach shall be applied in a focus area in which stand-alone projects shall be implemented. To assure efficiency and effectiveness, the contribution for each project under the individual project approach shall represent in general a minimum amount of CHF 1 million. Higher minimal financial volumes may be agreed upon (see Chapter 6 of this Annex). In exceptional cases, the competent authorities mentioned in Article 9 of this Framework Agreement may agree on lower minimum financial volumes.
- A **programme** consists of component projects linked by a common theme or shared objectives. A programme approach shall be applied in focus areas which have several of the following characteristics: large financial commitments; linking of different levels (national, regional, local); variety of actors; contribution to policy development; significant contributions to capacity building; and application of a common set of rules and procedures. A programme approach implies a delegated authority for decision-making on component projects. A programme approach includes: an initial assessment of the focus area; the definition of objectives, guidelines and budgets; a programme implementation plan; and a monitoring, steering and evaluation concept. To ensure efficiency and effectiveness, the contribution to a specific programme shall amount to a minimum of CHF 4 million.

Thematic Funds. Thematic Funds target a specific theme or a specific beneficiary group. Thematic Funds are set up to efficiently implement Activities. In general, financial volumes for each Activity are small. However, in exceptional cases, financial volumes may reach those of individual projects. A Thematic Fund is managed by a Swiss Intermediate Body and an Activity is implemented by an Executing Agency. The rules and procedures for Thematic Funds are provided in Annex 4.

Project Preparation Facility Fund. Project preparation and detailed Project planning are of paramount importance for efficiency and effectiveness in Project implementation. Preparation support may be requested by the Romanian Party or recommended by the Swiss Party and shall be financed through the Project Preparation Facility (see Annex 5).

Technical Assistance Fund. A Technical Assistance Fund shall be established to contribute to some additional costs incurred by the Romanian Party for the efficient and effective implementation of the Contribution (see Annex 5).

5. Geographical Focus

An important part of the financial resources of the Swiss-Romanian Cooperation Programme shall be spent in the areas with low economic and social indicators.

6. Thematic Focus, Indicative Portfolio of Supporting Measures and Indicative Financial Allocations

The following thematic focus, indicative portfolio of support measures and indicative financial allocations shall apply to the Swiss-Romanian Cooperation Programme:

1. Security, Stability and Support for Reforms			
N°	Focus areas	Indicative Portfolio of Supporting Measures	Indicative financial allocation
1	Security	<p>Approach: Thematic Fund</p> <p>Objective: To address Schengen and Prüm related issues, to enhance socially related security as well as to fight against corruption and organised crime:</p> <p>Activities in the form of projects already identified:</p> <p>a. Schengen and Prüm related issues</p> <ul style="list-style-type: none"> - Asylum matters - Capacity building for Immigration Office staff - Capacity building in Schengen topics - Complying with EU standards in implementing the Prüm instruments <p>b. Enhance socially related security</p> <ul style="list-style-type: none"> - Prevention of human trafficking - Community Policing in rural areas - Public safety in mountain areas - Community service workshops – probation - Capacity building for judges and prosecutors in application of new laws <p>c. Fight against corruption and organised crime</p> <ul style="list-style-type: none"> - Capacity building to counter systemic corruption - Awareness building regarding the dangers of corruption - Capacity building for judges and prosecutors in the fight against corruption <p>Other Activities in the form of projects may be proposed by the Romanian or by the Swiss Party.</p> <p>Additional information is provided in Annex 4.</p>	Up to CHF 18 million

<p>2</p>	<p>Reforms linked to health issues</p>	<p>Approach: Thematic Fund</p> <p>Objective: Widening the access to health and social services as well as improving the quality of health services. Priority shall be given to Activities in primary health care, in emergency medicine and in perinatology.</p> <p>Activities in the form of projects already identified:</p> <ul style="list-style-type: none"> - Community integrated health and social services - Improving the paediatric intensive care units - Pre-hospital emergency service - Emergency medical services and air rescue <p>Additional information is provided in Annex 4.</p>	<p>Up to CHF 10 million</p>
<p>3</p>	<p>Reforms linked to civil society and the inclusion of Roma and other vulnerable groups</p>	<p>Approach: Thematic Funds</p> <p>Objective1: To promote civil society as an actor in reforms with a thematic focus on nature protection and biodiversity as well as social services (CHF 13.8 million)</p> <p>Activities in the form of projects already identified:</p> <ul style="list-style-type: none"> - Sustainable agriculture in mountain regions - Natura 2000 and rural development - Rural development and High Nature Value Farmland - Southern Carpathians, the wild landscape in the heart of Europe - Integrated and sustainable development of forests <p>Other Activities in the form of projects may be proposed by the Romanian or by the Swiss Party.</p> <p>Activities in the form of small projects financed through a Block Grant:</p> <ul style="list-style-type: none"> - NGO Block Grant for small projects <p>Objective 2: To promote social inclusion of the Roma and other vulnerable groups (CHF 14 million)</p> <p>Two strategic lines shall be pursued:</p> <p>Line 1: Improvement of living conditions through: improved access to services; and improved access to rights.</p> <p>Line 2: Empowerment and awareness through: strengthened Roma cultural identity and integration (Roma as target group); improved acceptance (majority and Roma as target groups); and enhanced Roma</p>	<p>Up to CHF 27.8 million</p>

		participation in decision making / policy institutions (majority and Roma as target groups). Additional information is provided in Annex 4.	
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2. Environment and Infrastructure			
N°	Focus areas	Indicative Portfolio of Supporting Measures	Indicative financial allocation
4	Improvement of the environment	<p>Approach: Projects</p> <p>Objective 1: To contribute to “Sustainable Energy” management in cities by improving municipal infrastructure, building capacity and by raising awareness about energy efficiency and renewable energy, in order to increase living standards, promote economic development and provide a response to climate change.</p> <p>Types of eligible Projects:</p> <ul style="list-style-type: none"> - Priority sectors and specific interventions identified in selected cities with sustainable energy action plans. Such projects may focus on a variety of sectors such as thermal rehabilitation of public buildings, district heating, energy supply (including renewable), public lighting, public transport and urban planning. <p>Up to 4 selected cities. Selection of the cities is based on agreed criteria, candidature and proven engagement in energy efficient city management. There shall be only a small number of projects implemented per city. The total number of projects shall in principle not exceed 10.</p> <p>Objective 2 (up to CHF 15 million): To support the modernization process in key areas in the fields of environment, energy and public transport. Any unallocated funds may be used to support objective 1.</p> <p>Types of eligible Projects:</p> <ul style="list-style-type: none"> - Preparation of high priority projects (feasibility studies, environmental impact studies, etc.), e.g. for the metro system in Bucharest. - Elaboration of strategies, action plans, concept notes and training activities in key areas at the central government level. <p>Up to 3 projects. The minimum amount defined in Article 4 of this Annex shall not apply.</p> <p>Objective 3 up to CHF 0.5 million: To promote and/or enhance institutional partnerships</p>	Up to CHF 52.5 million

		<p>between Romanian and Swiss institutions at local, regional or national level through projects with a minimum amount of CHF 25,000. Any unallocated funds may be used to support objective 1.</p> <p>Types of eligible Projects: Institutional partnerships for the exchange of know-how in the fields of environment, energy or public transport related to the fulfillment of objectives 1 and 2 of this focus area.</p>	
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3. Private Sector			
N°	Focus areas	Indicative Portfolio of Supporting Measures	Indicative financial allocation
5	Improving the business environment and the access to financing for SMEs	<p>Approach: Projects</p> <p>Types of eligible Projects:</p> <ul style="list-style-type: none"> - Credit lines or private equity (for instance through the Trans-Balkan Fund) for SMEs. 	CHF 20.0 million
6	Improvement of the regulation of the financial sector and strengthening of financial markets and institutions	<p>Approach: Projects</p> <p>Types of eligible Projects:</p> <ul style="list-style-type: none"> - Corporate Financial Reporting (World Bank as Executing Agency); Institutional and regulatory capacity building for corporate sector financial reporting and auditing at the national level <p>To contribute to the reduction of corruption and related crimes through projects with a minimum amount of CHF 100,000 in the areas of:</p> <ul style="list-style-type: none"> - Anti-Money Laundering and Combating the Financing of Terrorism (AML/CFT) - Prevention and detection of corruption (e.g. whistle-blowing systems) - Technical assistance to strengthen the institutional capacity of the Romanian National Agency for Tax Administration. 	Up to CHF 2.5 million
7	Development of the private sector and promotion of exports of SMEs and / or promotion of standards	<p>Approach: Projects</p> <p>To increase the market shares of Romanian exports of goods and services where possible taking into account regional disparities.</p> <p>Types of eligible Projects:</p> <ul style="list-style-type: none"> - Export promotion of goods and services and trade financing support - To contribute to the promotion of standards through projects with a minimum amount of CHF 100,000 in the area of: - Promotion of standards and labels (voluntary eco-label). 	Up to 5.2 CHF million

4. Human and Social Development			
N°	Focus areas	Indicative Portfolio of Supporting Measures	Indicative financial allocation
8	Scholarship, Research and Vocational Training	<p>Approach: Thematic Funds</p> <p>Objective 1: To enhance the academic exchange between Switzerland and Romania (CHF 8 million)</p> <p>Activity: Scholarships</p> <p>Objective 2: To promote joint Romanian-Swiss research activities (CHF 9.75 million)</p> <p>Activities in the form of projects: - Joint research projects</p> <p>Objective 3: To enhance the preparation of students for their profession (CHF 2 million)</p> <p>Activities in the form of projects already identified: Job orientation training in businesses and schools</p> <p>Additional information is provided in Annex 4.</p>	Up to CHF 19.75 million

5. Special Allocations		
Item	Indicative Portfolio of Supporting Measures	Indicative financial allocation
Partnership Enhancement and Expert Support	<p>Approach: Thematic Fund</p> <p>Objective 1: To promote and/or enhance institutional partnerships between Romanian and Swiss partners to: contribute to the solution of specific development challenges; strengthen capacities and structures of the Romanian institutional partners; make it possible to mobilise Swiss added value; contribute to the strengthening of the partnerships.</p> <p>Activities in the form of institutional partnerships already identified:</p> <ul style="list-style-type: none"> - Protection of geographical indications (CHF 200,000) - Promotion of decent working conditions for employees (CHF 600,000) <p>Other Activities in the form of projects may be proposed by the Romanian or by the Swiss Party.</p> <p>Activities in the form of small projects financed through a Block Grant: Block Grant for small joint Activities of institutional partners. Activities shall be identified on the basis of a rolling call for proposals.</p> <p>For a total budget of CHF 2 million: Smaller Activities ranging from CHF 10,000 to CHF 100,000. For a total budget of CHF 3 million: Larger Activities ranging from CHF 100,000 to CHF 250,000.</p> <p>Objective 2: To mobilise Swiss expertise.</p> <p>Activities in the form of small projects financed through a Block Grant: Block Grant (CHF 1 million) for short term inputs of Swiss experts. Activities shall range from a few thousand Swiss Francs up to CHF 35,000 and shall be identified on the basis of a rolling call for proposals.</p> <p>Additional information is provided in Annex 4.</p>	Up to CHF 8.0 million
Project Preparation Facility	<p>Approach: Project Preparation Facility</p> <p>Objective: To support the preparation of Final Project Proposals.</p>	Up to CHF 1.2 million
Romanian Technical Assistance	<p>Approach: Technical Assistance Fund</p> <p>Objective: To mobilise additional capacity for the management of the Swiss-Romanian Cooperation</p>	Up to CHF 2.5 million

	Programme including preparation, implementation, monitoring, evaluation.	
Swiss Programme Management	Swiss administration of the Swiss-Romanian Cooperation Programme.	CHF 9.05 million

Overview on the Indicative Allocations	
Funding lines	Indicative financial allocations (million CHF)
1. Security, Stability and Support for Reforms	55.80
2. Environment and Infrastructure	52.50
3. Private Sector	27.70
4. Human and Social Development	19.75
5. Special Allocations	20.75
6. Not yet allocated funds	4.50
Total indicative allocations	181.00

The not yet allocated funds of CHF 4.5 million shall be used for high-priority projects in the focus areas covered by the funding lines "Environment and Infrastructure" and / or "Private Sector" in the Memorandum of Understanding with the European Community of 27 February 2006.

The allocation of not yet allocated funds and of unused balances of focus areas shall be done by mutual agreement (e.g. confirmed in the minutes of meetings or by correspondence) between the NCU and SDC/SECO in the course of the operational implementation of the Swiss-Romanian Cooperation Programme, following proposals coming from the NCU.

Annex 2: Rules and Procedures for the overall Swiss-Romanian Cooperation Programme

Annex 2 is an integral part of the Framework Agreement between the Swiss Federal Council and the Government of Romania concerning the implementation of the Swiss-Romanian Cooperation Programme. Any amendment to this Annex shall be made in writing with the mutual agreement of the competent authorities mentioned in Article 9 of this Framework Agreement.

Annex 2 defines the rules and procedures for the overall Swiss-Romanian Cooperation Programme and describes the responsibilities and tasks of the actors involved except the responsibilities and tasks related to the audits of the Thematic Funds.

Annex 1 defines the conceptual framework of the Swiss-Romanian Programme. The rules and procedures are defined: in Annex 3 for Projects and Programmes; in Annex 4 for Thematic Funds; in Annex 5 for the Project Preparation Facility and the Technical Assistance Fund.

1. Monitoring and Supervision

The Romanian authorities have the final responsibility for monitoring and supervising the overall Swiss-Romanian Cooperation Programme. The monitoring and supervision of Thematic Funds shall be assured by the Swiss Party. The respective monitoring results shall be communicated to the Romanian authorities.

Guidelines for reporting, monitoring and controlling shall be provided by the Swiss Party one month after the signing of the Framework Agreement. These guidelines shall be taken into account in a monitoring and supervision system applied by Romania.

A Monitoring Committee shall be established by the NCU not later than three months after the signing of this Framework Agreement. The Monitoring Committee shall provide guidance in strategic and operational issues. A transparent selection of the Committee members shall allow a balanced, complementary and diversified representation of the various interests.

The Monitoring Committee shall be composed of a maximum of 12 members representing the NCU, relevant ministries, relevant regional and local authorities, non-governmental organisations, as well as social and economic partners. Switzerland shall be informed about the members of the Committee. The Embassy of Switzerland shall have the possibility to participate as an observer.

The Monitoring Committee shall meet periodically, at least twice a year.

2. Reporting and Steering

In order to ensure the efficient steering of the Swiss-Romanian Cooperation Programme, the Parties shall meet regularly. Meetings may be requested by Switzerland or Romania. Meetings shall take place within six weeks of the date of the respective written request.

The main steering event is the annual meeting. The National Coordination Unit (NCU) is responsible for the organisation of the annual meeting. It shall consult the Swiss Embassy on the organisation, the contents, the agenda, the participants and other organisational and logistical matters. The minutes of the annual meeting shall be drafted by the NCU and be submitted to Switzerland for approval within 15 working days after the meeting.

The Intermediate Bodies, the Executing Agencies and other institutions and persons may be invited to the annual meeting whenever this is felt desirable by the NCU or by Switzerland.

The Parties may invite the Commission of the European Union to participate as an observer.

The NCU shall prepare an annual report and transmit it to Switzerland one month prior to the annual meeting. Switzerland shall provide the NCU three months prior to the annual meeting with the part of the report covering the Thematic Funds.

The annual report shall inter alia address:

- General experience and results achieved;
- Progress made in the implementation of the Swiss-Romanian Cooperation Programme in relation to the Conceptual Framework;
- Status of project implementation, including:
 - Statements on approved projects, progress of project identification / preparation and foreseeable commitments;
 - Statistics on tenders, contract awards and successful bidders;
 - Information about important issues with regard to particular projects.
- Status of Thematic Funds (analogue reporting on projects);
- Status of the Project Preparation Facility and the Technical Assistance Fund (analogue reporting on projects);
- Overall financial statement on past and tentative future disbursements and commitments for the overall Swiss-Romanian Cooperation Programme;
- Summary and main conclusions of the financial audits;
- Proposals for the allocation of non-committed funds (if applicable);
- Administrative implementation issues;

- Strategy and activities to inform the public about the Swiss-Romanian Cooperation Programme and the implemented Supporting Measures;
- Further issues to be discussed, recommendations, next steps.

In a separate document, the NCU shall prepare:

- Annual implementation planning;
- Suggestions for amendments to the Annexes of this Framework Agreement (if needed).

Two years after the signing of this Framework Agreement, the Parties shall review the thematic and geographic priorities, and if need be, redirect the initial financial allocations as agreed, and determine the priorities for the not-yet allocated part of the Contribution.

3. Compliance and System Audit

The NCU, the Paying Authority and the Intermediate Bodies shall be subject to a compliance audit. The compliance audit shall examine inter alia existing structures, procedures and controls envisaged for application in the Swiss-Romanian Cooperation Programme. The compliance audit shall be performed in accordance with national law. Switzerland may announce specific requirements to be taken into account.

Compliance audits performed within two years before the signing of this Framework Agreement shall be accepted by Switzerland if audit results are deemed to be satisfactory.

Each year, an annual audit plan and an audit report on the use of funds shall be prepared presenting the results of the audits performed during the previous calendar year. The Swiss-Romanian Cooperation Programme shall be included in the annual system audit of the Central Harmonisation Unit for Public Internal Audit (CHUPIA). Switzerland may announce specific requirements to be taken into account.

The compliance and system audits shall be performed by CHUPIA.

Reports on the compliance and system audits shall be transmitted to the Swiss Embassy within 3 months after the completion of the audits.

4. Review and Evaluation

During implementation of the Swiss-Romanian Cooperation Programme, Romania and/or Switzerland may request a review on, inter alia, procedures applied, actors involved, results achieved (input, output, outcome).

At the end of the Swiss-Romanian Cooperation Programme, Switzerland and/or Romania may request a final evaluation of the entire programme. The costs will be borne by the requesting competent authority.

5. Responsibilities and Tasks

The responsibilities and tasks for the implementation of the overall Swiss-Romanian Cooperation Programme are as follows:

5.1 The National Coordination Unit

The NCU is responsible for ensuring that: the legal and financial framework conditions are set for the successful implementation of the Swiss-Romanian Cooperation Programme; the Supporting Measures are implemented in an efficient and effective way according to agreed schedules; the strategic and operational monitoring, the supervision and the steering of the overall Swiss-Romanian Cooperation Programme as well as the correct use of the financial resources are guaranteed; the public in Romania is well informed about the Swiss Contribution.

The main tasks of the NCU include:

- Ensuring the adoption of the necessary national legal documents for the implementation and monitoring of the overall Swiss-Romanian Cooperation Programme and for all Supporting Measures;
- Relating the Swiss Contribution to other contributions, to the National Strategic Reference Framework and to the Operational Programmes in order to avoid financing overlapping;
- Establishing a Monitoring Committee for the overall Swiss-Romanian Cooperation Programme;
- Developing a monitoring and supervision system taking into account the respective Swiss guidelines;
- Ensuring that the compliance and system audits are carried out;
- Ensuring the building-up of the Project Portfolio according to Annexes 1 and 3 through consultation with line ministries, the organisation of calls for project proposals, the appraisal of project applications and the selection of projects;
- Informing Switzerland about the audit results and irregularities detected and notified by the audit authority;
- Preparing the annual report and the annual implementation planning;
- Organising the annual meeting and other meetings requested by Switzerland and Romania;
- Ensuring publicity on the Swiss Contribution.

5.2 Audit Authority

The Central Harmonisation Unit for Public Internal Audit (CHUPIA) in the Ministry of Public Finance acts as the Audit Authority for the Swiss-Romanian Cooperation

Programme. CHUPIA is responsible for ensuring the efficient and effective functioning of managerial and control systems (compliance audit; system audit).

The main tasks of the CHUPIA are to be performed in accordance with national legislation or Law no. 672/2002 on public internal audit, and shall include:

- Ensuring an adequate regulatory framework for auditing that guarantees the required audit coverage and reporting to the Swiss authorities;
- Performing compliance audits at the beginning of the implementation of the Swiss-Romanian Cooperation Programme;
- Performing periodic system audits on the functioning of the management and control systems at the levels of the authorities involved in the Programme management;
- Establishing an annual audit plan based on the risk assessment and on Switzerland's recommendations;
- Providing information in an annual audit report about all audits related to the implementation system of the Swiss-Romanian Cooperation Programme performed during the previous calendar year;
- Controlling the regularity of eligible expenditures based on a 5% representative sample of the operations approved; CHUPIA will initiate and coordinate the operational audits of the public internal audit units within the IBs; the public internal audit units within the IBs will perform operational audits on the approved projects for both the beneficiaries under their coordination and for the IBs themselves when acting as beneficiaries. The public internal audit units will draft and send to CHUPIA the reports on the performed operational audits and they will inform CHUPIA regarding any identified irregularities;
- Notifying the NCU about any irregularities detected during the audits;
- Providing assistance in its field of competence to auditors mandated by Switzerland.

5.3 Monitoring Committee

The Monitoring Committee is responsible for monitoring the implementation of the Swiss-Romanian Cooperation Programme.

The main tasks of the Monitoring Committee include:

- Establishing the selection criteria of projects taking into account Switzerland's comments;
- Commenting on the selection criteria for Activities applied in the Thematic Funds;
- Commenting on the documentation for calls for proposals;
- Reviewing the selection processes for Supporting Measures;
- Monitoring compliance with regulations and procedures;

- Periodically reviewing progress in the implementation of the Supporting Measures and the achievement of their objectives;
- Monitoring the achievement of the objectives at the level of the overall Swiss-Romanian Cooperation Programme;
- Examining and commenting on the annual report on the implementation of the Swiss Contribution prepared by the NCU;
- Commenting on the efficiency and effectiveness of the use of the financial resources available in the framework of the Swiss Contribution.

5.4 Swiss Embassy and Swiss Contribution Office

The Swiss Embassy in Bucharest will include a Swiss Contribution Office and is responsible for ensuring that: the Swiss-Romanian Cooperation Programme is managed by the Parties in an efficient and effective manner; the required data for decision making on the Swiss side is provided; the Supporting Measures proposed take into account Swiss expectations; information about the Contribution is provided to the interested parties.

The main tasks of the Swiss Embassy include:

- Facilitating contacts, assuring the liaison and the networking between partners;
- Informing and giving advice to partners on the procedures and conditions of the Contribution;
- Transmitting official information and proposals to and from the Swiss authorities;
- Explaining the Swiss position on strategic and operational issues;
- Organising, together with the NCU, missions of Swiss delegations;
- Participating in meetings on the overall Swiss-Romanian Cooperation Programme;
- Providing information to the general public on the Swiss-Romanian Cooperation Programme and the Contribution;
- Participating in the Monitoring Committee as an observer.

5.5 Swiss Agency for Development and Cooperation (SDC) and State Secretariat for Economic Affairs (SECO)

On the Swiss side, SDC and SECO are responsible for the implementation of the Swiss-Romanian Cooperation Programme.

The main tasks of SDC and SECO include:

- Ensuring the strategic and operational steering of the overall Swiss-Romanian Cooperation Programme;

- Participating in the annual meetings organised by the NCU;
- Engaging in a regular dialogue with the NCU and the other partners involved on the identification and the implementation of Supporting Measures as well as on the progress of the overall Swiss-Romanian Cooperation Programme;
- Deciding on overall Swiss-Romanian Cooperation Programme issues;
- Commenting on selection criteria for Projects;
- Deciding on selection criteria for Thematic Funds, taking into account comments by Romania;
- Approving the documentation for calls for proposals;
- Supervising the overall development of the Swiss-Romanian Cooperation Programme through field visits and reviews;
- Networking with the national and international actors relevant to the implementation of the Swiss-Romanian Cooperation Programme;
- Administrating the Swiss-Romanian Cooperation Programme on the Swiss side.

SDC and SECO may delegate some of these tasks to the Swiss Embassy.

Annex 3: Rules and Procedures for Projects

Annex 3 is an integral part of this Framework Agreement between the Swiss Federal Council and the Government of Romania concerning the implementation of the Swiss-Romanian Cooperation Programme. Any amendment to this Annex shall be made in writing with the mutual agreement of the competent authorities mentioned in Article 9 of the main part of this Framework Agreement.

Annex 3 defines the rules and procedures for Projects. On the Swiss side, the State Secretariat for Economic Affairs (SECO) is in charge of Projects in the focus areas 4-7 defined in Annex 1, section 6. Annex 3 defines the rules and procedures for Projects financed by SECO.

Annex 1 defines the conceptual framework of the Swiss-Romanian Cooperation Programme. The rules and procedures are defined: in Annex 2 for the overall Swiss-Romanian Cooperation Programme; in Annex 4 for Thematic Funds; in Annex 5 for the Project Preparation Facility and the Technical Assistance Fund.

1. Procedures of Project Financing Requests

In principle, the financing request undergoes a two-loop approach that allows guidance early in the decision making process. In the first loop, a Project outline is submitted and a decision in principle is made. In case of a successful first loop, the second loop is initiated. In the second loop, the Final Project Proposal is submitted and a final decision is taken by the Swiss Party.

1.1 First loop: Application and approval procedure of the Project outline

No.	Steps	Activities and specific rules	Organisations
1.	Initiation of Project identification	Initiation in accordance with the Conceptual Framework (Annex 1, section 6) on the basis of: <ul style="list-style-type: none"> – Lists of priority Projects provided by the Romanian Party – A proposal by the NCU – A proposal by an Intermediate Body / Executing Agency – Call for proposals – A proposal by the Swiss Party – A proposal by an international organisation 	Responsible: NCU Involved: Intermediate Body, Executing Agency, SECO
2.	Elaboration of the Project outline	Preparation of the Project outline based on the requirements for Project outlines (cf. 1.2). This may include a request for financial support for the preparation of a Final Project Proposal through the Project Preparation Facility.	Responsible: Intermediate Body, Executing Agency

No.	Steps	Activities and specific rules	Organisations
3.	Pre-screening of the Project outline	Possibility of informal consultations with the Swiss Embassy.	Responsible: NCU
4.	Screening	Screening based on a thorough assessment of the relevance of the Project outline endorsed by the NCU, based on the Conceptual Framework, the Project selection criteria (see below) and the requirements for Project outlines (cf. 1.2).	Responsible: NCU Involved: Project Selection Committee, Intermediate Body
5.	Submission of the Project outline	If accepted, submission of the Project outlines with a cover letter comprising a description of the selection process and the assessment report to the Swiss Embassy. Formal check by the Swiss Embassy and submission of the Project outline with the cover letter of the NCU and the assessment report to the Swiss Party.	Responsible: NCU Responsible: Swiss Embassy
6.	Final decision on Project outline	Final decision on the Project outline (including, if relevant, decision on the request for financing of Project preparation). The Swiss Party reserves the right to carry out its own appraisal. In principle, three categories of decision are possible: 1. approved without conditions 2. approved with conditions 3. not approved The NCU shall ensure the fulfilment of the Swiss conditions, if any. If accepted by the Swiss Party, request for the preparation of the Final Project Proposal (requirements specified in 1.4).	Responsible: SECO

1.2 Requirements for Project Outlines

The Project outline (approximately 5 pages) shall include all necessary information to allow a general appraisal of the proposed Project.

Item	Content
General information	Project title, planned Project duration, priority sector, location/region, nature of the Project (innovative Project, pilot character, etc.)

Applicant	Name and contact details; previous, relevant experience, if any; Project partners; Swiss link, if any (know-how, technology, partners or any other cooperation with Switzerland)
General context	Issue to be tackled, present situation, key socio-economic and environmental data related to the issue, attempts to solve the issue so far, other related initiatives, etc.
Project content	Description including objectives (outcome), expected results (outputs) and activities (components); beneficiaries, target group; risks and potentials; sustainability of the Project
Relevance	Contribution to the reduction of economic and social disparities within the country and/or between the country and the more advanced member states of the EU (impact - see also the set of specific objectives of Annex 1, section 3), fit within the development strategies of the country / region and chosen sector; strategy of the intervention
Prior investments	Prior investments in the same issue/sector over the past 5 years (project title, amount, source of funding)
Contribution to the enhancement of bilateral relations	Opportunities to use Swiss knowledge and experience
Project organisation	Organisational chart, responsibilities, capacity of the Executing Agency etc.
Budget	Eligible costs / non-eligible costs; own contribution, amount of grant, co-financing, EU-funding and any other financial source, etc.; cost efficiency aspects versus alternatives
Horizontal issues	Environmental, social and economical aspects of the Project, gender equality
Maturity of Project	Status of Project (in elaboration or fully prepared; possible request for financial support for preparation of the Final Project Proposal through the Project Preparation Facility)
Annexes	Additional documentation as deemed appropriate

1.3 Second loop: Application and approval procedure of the Final Project Proposal

No.	Steps	Activities and specific rules	Organisations
1.	Elaboration of the Final Project Proposal	Preparation of the Final Project Proposal based on the requirements for Final Project Proposals (cf. 1.4) and the comments of Switzerland.	Responsible: Intermediate Body, Executing Agency
2.	Screening	Screening based on a thorough assessment of the feasibility of the Final Project Proposal, endorsed by the NCU.	Responsible: NCU Involved: Intermediate Body, possibly Project Selection Committee

No.	Steps	Activities and specific rules	Organisations
3.	Decision to submit the Final Project Proposal	<p>If accepted, submission of the Final Project Proposal with a cover letter taking into account the requirements for Final Project Proposals and the conditions of Switzerland, as well as the assessment report to the Swiss Embassy. It will also confirm the compliance of the Executing Agency with legal and financial obligations.</p> <p>Formal check by the Swiss Embassy and submission of the Final Project Proposal with the cover letter of the NCU and the assessment report to Switzerland.</p>	<p>Responsible: NCU</p> <p>Responsible: Swiss Embassy</p>
4.	Final decision	Final decision on the financing request by taking into account the Final Project Proposal, the cover letter of the NCU, and the Project document. Switzerland reserves the right to carry out its own appraisal.	Responsible: SECO

1.4 Requirements for Final Project Proposals

The Final Project Proposal shall provide all key information related to the implementation of the project. It shall be accompanied by all necessary documents (Project document, Logframe and e.g. feasibility study, environmental impact study) to allow a thorough appraisal. The Final Project Proposal (5 – 10 pages; for large infrastructure Projects 10 - 20 pages, plus annexes) shall provide adequately detailed information on inter alia:

Item	Content
Project summary (1 page)	Fact sheet: Project title, short description including objectives, budget, partners, duration.
Applicant	Name and contact details; previous, relevant experience, if any; Project partners; Swiss link, if any (know-how, technology, partners or any other cooperation with Switzerland).
General context	Issue to be tackled, present situation, key socio-economic and environmental data related to the issue, attempts to solve the issue so far, other related initiatives, etc.
Project content	Description including objectives, expected outcomes and outputs (Logframe), activities and the respective indicators; beneficiaries, target group; risks and potentials; sustainability of the Project. Main conclusions of the feasibility study (if requested). Statement on the fulfilment of the conditions from the decision in the first loop.

Relevance	Contribution to the reduction of economic and social disparities between the country and/or the more advanced countries of the EU (see also the set of specific objectives of Annex 1, section 3); fit within the development strategies of the country/region and chosen sector; strategy of the intervention.
Contribution to the enhancement of bilateral relations	Opportunities to use Swiss knowledge and experience.
Project organisation	Organisational chart, responsibilities, etc.
Detailed implementation schedule	Including milestones and indicators based on which monitoring of progress will be done.
Budget	Eligible costs / non-eligible costs; own contribution, amount of grant, co-financing, EU-funding and any other financial sources etc.; cost efficiency aspects.
Procurement	Procurement procedures for goods and services.
Development impact	Monitoring and evaluation of output/outcome/impact indicators.
Horizontal issues	Environmental, social and economical aspects of the Project, gender equality.
Annexes	Project document, Logframe and e.g. feasibility study, environmental impact study, permissions (if available).

2. Project Implementation Procedures

The Project implementation procedures are as follows:

No.	Steps	Activities and specific rules	Organisations
1.	Project Agreement	Preparation of the Project Agreement between the Romanian and the Swiss Party.	Responsible: NCU on the Romanian side; SECO on the Swiss side
2.	Signing	Signing of the Project Agreement. The Project Agreement can be signed by more than two contracting parties (e.g. tripartite or multipartite agreement: SECO, NCU and Intermediate Body, Executing Agency). Signing of the Implementation Agreement	Responsible: Normally the Swiss Embassy on behalf of SECO. The Romanian signatory or signatories shall be appointed by the Romanian Party. Responsible: NCU

<p>3.</p>	<p>Procurement and award of contracts</p>	<p>Procurement of goods and services is to be made in accordance with Romanian law. Confirmation of compliance with the relevant procurement rules shall be provided to Switzerland. To increase transparency and to prevent corruption, tender documents shall contain an integrity clause. All persons performing actions in connection with a tender procedure shall provide a written statement called "Impartiality clause" under the pain of penal liability for making false statements. According to the clause, persons shall be excluded from performing actions in a tender procedure if, for example, they remain in such legal or material relationship with the contractor that may raise justified doubts as to their impartiality. In general, for public tenders within the scope of the EU directives on public procurement (2004/17/EC and 2004/18/EC), an English translation of the official tender evaluation report shall be provided to Switzerland for information at the latest 30 calendar days after the award of contract. In addition to the above, for tenders above the threshold of CHF 500,000, Switzerland may also request a copy of the tender documents and of the contracts for information. These documents shall be submitted at the latest 20 days before the commencement of tendering and 20 calendar days after the signing of the contract, respectively. Furthermore, for tenders above the threshold of CHF 500,000, Switzerland may also request that an English translation of the tender documents and the draft contracts be made available to tenderers and contractors, respectively. Possible translation costs shall be borne by the Project and financed under the Contribution. In line with Art. 6.5 of the Framework Agreement, both Parties agree to provide all such information pertaining to the tender process and beyond the documents listed above that the other Party may reasonably request. Switzerland shall have the right to</p>	<p>Responsible: Executing Agency Involved: NCU, Intermediate Body</p>
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		<p>participate in the tender committee as an observer. Switzerland shall also have the right to conduct an audit of the procurement practices and procedures in general.</p> <p>In case of irregularities, wilfully or negligently caused in the framework of the tender process and/or the execution of the contract, Switzerland - after consultation with the NCU - is entitled to stop reimbursements immediately, to instruct the NCU to stop payments from the Swiss Contribution and to ask repayment of illegitimately paid reimbursements at any stage of the Project.</p>	
4.	Controlling (Monitoring)	<p>Controlling procedures are defined in the Project Agreement. Procedure description includes: periodicity of reporting, monitoring system (including the involvement of consultants), steering committees, timetable for operations and results, auditing, etc.</p> <p>Switzerland reserves the right to ask for or to carry out technical audits.</p>	<p>Responsible: Executing Agency</p> <p>Involved: NCU, Intermediate Body</p> <p>Involved: NCU, Intermediate Body, Executing Agency, SECO</p>
5.	Reporting	<p><u>Interim Reports</u> support Payment Claims and are therefore to be presented to Switzerland with the corresponding Reimbursement Request.</p> <p>Payment Claims comprise eligible costs incurred during a given period with copy of the invoices.</p> <p>Interim Reports cover a given period and include information on financial and physical progress, a comparison of actual with planned expenses, an update on progress status, while confirming the co-financing. Any deviation has to be justified and corrective measures suggested.</p> <p>Interim Reports are due to Switzerland at least every six months. An interim Report shall also be presented in case no Payment Claim has been made for a period exceeding 6 months.</p>	<p>Responsible: Executing Agency</p> <p>Involved: NCU, Intermediate Body</p>

	<p><u>Annual Project Reports</u> have an operational part that describes the progress of the Project and includes a financial part (Financial Report) having a summary of data on financial progress for the reporting year as well as cumulative data to date. They compare actual with planned expenses and progress, based on quantified targets for output and where possible outcome indicators. Any deviation has to be justified and corrective measures suggested. The report structure shall follow the Logframe. It shall also contain an updated project execution schedule as well as an updated budget for the year ahead.</p> <p>Annual project reports are not linked to reimbursement requests.</p> <p>The <u>Project Completion Report</u> - together with the last Interim Report and the conclusions of the Final Financial Audit Report (cf. 6) - is the base for the payment of the final reimbursement. The Project Completion Report has an operational part that documents and comments the overall achievement of outputs and outcomes against the original plan, the compliance with principles such as cross cutting themes and sustainability, and suggests lessons learned and conclusions. It contains a financial part (Final Financial Report) having a summary of financial data for the whole project and comparing effective with planned expenses.</p>	
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6.	Audit	<p>Financial Audit at Project level:</p> <p>During implementation, financial audit(s) shall be carried out by an external certified audit organisation for the Projects, as specified in the respective Project Agreement. The audit organisation shall carry out audits of the Projects according to the terms of reference and International Standards on Auditing (ISA). In doing so, it shall verify the correct use of funds, make recommendations to strengthen the control system and report any actual or alleged fraud or irregularity.</p> <p>The audit reports are transmitted to the NCU and to the CHUPIA. The competent Romanian authorities shall investigate alleged cases of fraud or irregularity. Proven cases of fraud shall be prosecuted according to existing regulations.</p> <p>In principle, a <i>Final Financial Audit</i> has to be carried out for each Project at its completion.</p> <p>For each Project lasting longer than two years and exceeding the amount of CHF 500,000, <i>Intermediary Financial Audit(s)</i> have to be additionally carried out, unless otherwise specified in the Project Agreement.</p> <p>A <i>Final Financial Report</i> and the conclusions and recommendations of the <i>Final Financial Audit Report</i> shall be presented to Switzerland by the NCU together with the Project Completion Report (cf. 5).</p>	<p>Responsible: Executing Agency involved: NCU, Intermediate Bodies</p>
7.	Evaluation	<p>After Project completion, the Parties may request an independent evaluation. The cost will be borne by the requesting Party.</p>	<p>Responsible: NCU or SECO</p>

3. Payment and Reimbursement Procedure

The Ministry of Public Finance of Romania is the Paying Authority for the Contribution. In the case of public Executing Agencies, all disbursements for SECO Projects shall be paid out of the budget of the respective Executing Agency. The Executing Agency shall submit payment claims covering all eligible expenses over the current period to the Intermediate Body or to the NCU, together with certified copies of all supporting documentation and the interim report. The Intermediate Body and/or the NCU / Paying Authority shall verify the completeness and certify the correctness of the submitted documents. The Paying Authority shall submit the reimbursement requests to Switzerland for approval and payment. The Paying Authority shall make reimbursements according to the established payment flow defined in the Implementation Agreement.

The detailed reimbursement procedures are laid down in the Project Agreements and must, if not otherwise specified, comply with the following procedures:

No.	Steps	Activities	Organisations
1.	Issue of the original invoice	Issue the original invoice.	Responsible: Supplier of a product or service; contractor, consultant, organisation (claimant)
2.	Examination of the original invoice or a document of equivalent value and the preparation of the payment claim	<ul style="list-style-type: none"> ▪ Control the original invoice or a document of equivalent value with regard to the specifications of the Project Agreement, the Implementation Agreement, the supply / services contract and the agreed tariffs. ▪ Verify the conformity of the execution (quantity and quality) of the work, the supply of goods / services, etc., and the special conditions etc. ▪ Payment to the supplier(s) of the original invoice. ▪ Submit the payment claim and copy of the invoices, including an interim report, to the Intermediate Body/NCU/Paying Authority. 	Responsible: Executing Agency

3.	Certification of the payment claims	<ul style="list-style-type: none"> ▪ Check the conformity of the payment claim with the Framework Agreement, the Project Agreement and the Implementation Agreement. ▪ Ensure that no double-financing occurs. ▪ Verify the completeness of the documentation, i.e. copy of invoices and other accounting documents, and the relevance of the interim report. If necessary, verify the correctness of the use of funds by means of fact-finding missions. ▪ Certify the conformity and legality of the payment claims. ▪ Transmit to Switzerland a copy of the related documentation, such as interim, annual and completion reports (cp. 3.5 and 3.6), audit reports, or their consolidated summary as requested in the Project Agreement. 	<p>Responsible: NCU, Paying Authority</p> <p>Involved: Intermediate Body</p>
4.	Submission of the reimbursement request to Switzerland	<ul style="list-style-type: none"> ▪ Check the formal conformity of the payment claims, including co-financing. ▪ Submit the reimbursement requests to Switzerland and confirm compliance with the financial stipulations of contractual agreements. ▪ The exchange rate for the reimbursement requests shall be the daily rate of the National Bank of Romania at the day of the preparation of the respective reimbursement request. 	<p>Responsible: Paying Authority</p>
5.	Payment by the Swiss Party to the Romanian Party	<ul style="list-style-type: none"> ▪ Check conformity of reimbursement requests and supporting documentation. ▪ Transfer the requested amount in Swiss francs to the separate National Bank account and inform the Paying Authority about the approved amount in case that this amount differs from the requested amount. 	<p>Responsible: SECO</p> <p>Involved: Paying Authority</p>

6.	Payment to the Executing Agency	▪ Ensure the transfer of the sums received from Switzerland to the Intermediate Bodies / Executing Agencies.	Responsible: Paying Authority, Intermediate Body
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In particular cases, other payment procedures may be defined by the Parties in the respective Project Agreements.

The final date for eligibility of costs shall be specified in the Project Agreement. It shall be 12 months after the scheduled date for Project completion, but not later than ten years after the approval of the extension of the Contribution to Romania and Bulgaria by the Swiss Parliament according to Article 3 of the Framework Agreement. Final reimbursement requests must have been received by Switzerland not later than six months after the final date of eligibility.

In case of irregularities, wilfully or negligently, Switzerland is entitled to stop reimbursements immediately, after having consulted the NCU, to instruct the NCU to stop payments from the Swiss Contribution and to ask repayment of illegitimately paid reimbursements at any stage of the Project. The reasons for the respective instructions shall be communicated in writing to the NCU and other entities involved.

4. Responsibilities and Tasks

The responsibilities and tasks of the main actors are outlined below. Project Agreements will contain more detailed responsibilities and activities tailored to the individual case.

4.1 The National Coordination Unit

The NCU is responsible for the identification, planning, implementation, financial management, controlling and evaluation of Projects, as well as for the use of funds under the Contribution in accordance with the Framework Agreement. This includes responsibility to:

- Ensure the building-up of the Project Portfolio according to the Annex 1, through consultation of line ministries and the organisation of calls for Project proposals (cf. 1.1.1), as well as the appraisal of project applications and the selection by appropriate Selection Committees;
- Transmit to Switzerland the Project proposals selected by the NCU in form of Project Outlines (cf. 1.1), including the result of assessments and decisions of the Selection Committee;
- Supervise the timely preparation of the Final Project Proposal resulting from approved Project Outlines and assess their quality and their compliance with the conditions expressed by Switzerland after loop 1 (cf. 2.1);
- Ensure that the co-financing and the pre-financing of Projects are secured;

- Submit to Switzerland well documented Project Financing Requests in the form of Final Project Proposals (cf. 2.4) resulting from approved Project Outlines (cf. 2.3);
- Supervise and steer the implementation of Projects in accordance with the Project Agreements and the Implementation Agreements by establishing adequate monitoring and auditing systems;
- Ensure the correct verification of the invoices or of the documents of equivalent value received from the Executing Agencies or from Intermediate Bodies and verify the sufficiency of documentation;
- Ensure that there is no double-financing of any part of the Project by any other source of funds;
- Confirm that the co-financing part has been provided according to the Project Agreement;
- Ensure the certification of the payment claims;
- Ensure the efficient and correct use of available funds;
- Verify in each Project if the value added tax (VAT) can be recovered by the Executing Agency and to inform the Swiss authorities accordingly in the form of a declaration by the applicant as part of the Project documentation;
- Confirm compliance with state aid rules;
- Ensure financial control, including complete and sufficient audit trails in all involved institutions;
- Provide a yearly overall financial statement on all payments between Switzerland and the Paying Authority on one side and between the Paying Authority and all national bodies involved (e.g. NCU, Intermediate Body, Executing Agency) on the other side;
- Submit yearly a summary with conclusions and recommendations of all audit reports of the financed Projects. The NCU presents in an annex all original conclusions and recommendations of the audit reports;
- Ensure the discussion of audit results with the partners involved, including Switzerland, and the implementation of the decisions made based on the audit report;
- Ensure regular reporting to Switzerland on the implementation of Projects financed by the Contribution, as well as on irregularities;
- Organise annual meetings at overall Swiss-Romanian Cooperation Programme level in consultation with the Swiss Embassy and to present an annual report;
- Ensure reimbursement to Switzerland of unduly paid sums financed by the Contribution;
- Ensure information and publicity about the Swiss-Romanian Cooperation Programme;

- Ensure storing of all relevant documents relating to Projects implemented within the Swiss-Romanian Cooperation Programme for 10 years after the completion of Projects.

The NCU can delegate part of the tasks and responsibilities mentioned above to one or more Intermediate Bodies and Executing Agencies and to the Paying Authority.

4.2 Intermediate Body

Intermediate Body means any legal public or private entity appointed by the NCU which acts under the responsibility of the NCU or which carries out duties on behalf of the NCU with regard to Executing Agencies implementing Projects.

The main tasks of the Intermediate Bodies are to:

- Call for and collect Project proposals, review compliance with the requirements for Project proposals (cf. 1) and assess the quality of applications submitted in consultations with line ministries;
- Submit Project proposals with appraisal reports to the NCU;
- Ensure that the co-financing and pre-financing are included in the appropriate budget according to the national procedures;
- Confirm compliance with state aid rules;
- Supervise and steer the implementation of Projects in accordance with the Project Agreements and the Implementation Agreements, and carry out the necessary controls;
- Check the invoices or the documents of equivalent value received from the Executing Agencies, verify the authenticity and correctness of submitted documents as well as the eligibility of costs on payment claims;
- Certify invoices or the documents of equivalent value and submit certified invoices or documents of equivalent value to the NCU or to the Paying Authority;
- Report to the NCU on the progress of Project implementation;
- Check for irregularities and report them to the NCU or to the Paying Authority;
- Ensure storage of all relevant documents related to Projects implemented within the Swiss-Romanian Cooperation Programme for 10 years after the completion of Projects;
- Agreeing writing with the Executing Agencies justified amendments to the implementation of agreed Projects within the limits defined in the respective Project Agreements;
- Monitoring the achievement of objectives and results;
- Ensure that there is no double-financing of any part of the Project by any other source of funds by verifying a declaration compiled by the Executing Agencies to this end;

- Ensure the promotion of and information about the Swiss-Romanian Cooperation Programme and the Projects;
- Verify in each Project if the value added tax (VAT) can be recovered by the Executing Agency and to inform the NCU accordingly in the form of a declaration by the applicant as part of the Project documentation;
- Verify that the co-financing part has been provided according to the Project Agreement.

4.3 Executing Agency

An Executing Agency is any legal public or private entity as well as any organisation, recognised by the Parties and mandated to implement Supporting Measures.

The main tasks of the Executing Agency are i.a.:

- Ensure that the co-financing and the pre-financing of its Project(s) are secured and to inform the Intermediate Body and/or the NCU accordingly;
- Implementation of Projects;
- Execution of the public procurement;
- Reporting to the Intermediate Body or the NCU, based on the requirements;
- Achievements of objectives and results.

The Project Agreement shall contain the name of the Executing Agency. Its tasks and responsibilities shall be defined in the Implementation Agreement.

4.4 Paying Authority

The Paying Authority is responsible for ensuring appropriate financial control over the use of the Swiss Contribution. It shall in particular:

- Check the conformity of payment claims with financial stipulations of contractual agreements;
- Confirm that the co-financing part has been provided according to the Project Agreement;
- Submit the respective reimbursement requests to Switzerland, using the National Bank of Romania exchange rate from the day when the reimbursement request is prepared;
- Elaborate a yearly overall financial statement on all payments between Switzerland and the Paying Authority on one side and between the Paying Authority and all national bodies involved (e.g. Intermediate Bodies, Executing Agencies) on the other side;
- Keep accounts of all reimbursement requests made to Switzerland;

- Establish and revise the methodology for the financial flows related to the Swiss Contribution;
- Report periodically to the NCU on financial flows.

Furthermore, the Paying Authority ensures that the usual standards and procedures valid for public funds are applied in the management of the Swiss Contribution. It verifies their application by the NCU, the Intermediate Bodies and the Executing Agencies. The Paying Authority ensures that payments are made to the Executing Agencies within the specified deadlines.

4.5 Audit Organisation

During project implementation, financial audits at project level (cf. 2.6) shall be carried out by an external certified (bodies from outside the public finance sector dealing with audits) audit organisation for the Projects, as specified in the respective Project Agreement.

Additionally, the Executing Agency shall ensure a final financial audit of the Project after its completion on the basis which shall be stipulated in detail in the Project Agreement. The audit organisation shall carry out financial audits of the Projects according to the terms of references and International Standards on Auditing (ISA). In doing so, it shall verify the correct use of funds, make recommendations to strengthen the control system and report any actual or alleged fraud or irregularity.

The audit reports shall be transmitted to the NCU and to the CHUIA. The competent Romanian authorities shall investigate alleged cases of fraud or irregularity. Proven cases of fraud shall be prosecuted according to existing regulations.

Costs of external financial audits are eligible for reimbursement and must be included in the Project budget.

4.6 Project Selection Committee

The NCU shall establish project selection committees which are responsible on the Romanian side for the selection of Projects.

The Project Selection Committee will consist of experts appointed by Intermediate Bodies as well as representatives of social partners and NGOs as observers. The experts, as permanent members, will make a decision on the recommendation of Projects for further appraisal, while observers will check and comment for transparency and accuracy of the whole decision-making process. In case of irregularities, observers may report to the Monitoring Committee, which will undertake corrective measures.

The Project Selection Committee, operating on the basis of a ranking list of the Project outlines along with proper justification provided by the Intermediate Body, take a decision on the recommendation of particular Projects and on a particular ranking list. The Project Selection Committee, acting through the Intermediate Body, introduces to the NCU the list of recommended and reserve Projects.

4.7 Swiss Embassy and Swiss Contribution Office

On the Project level, the Swiss Embassy and the Swiss Contribution Office are - in addition to the tasks described in Annex 2, section 5.4 - responsible for:

- Contributing to the preparation and formulation of open calls;
- Participating in the assessment of Projects presented by the NCU, including pre-screening of Project Outlines;
- Assessment of Project reports (operational, financial, others);
- Participation in Project Steering Committees, if needed;
- Information and communication about Projects and their results achieved (together with the responsible institutions);
- Support for technical missions, review and evaluation missions on Project level;
- Participation in the preparation of the Project Agreement;
- Monitoring of objectives and results, including field visits and assessments.

4.8 State Secretariat for Economic Affairs (SECO)

On the Project level, the main tasks of SECO are - in addition to the tasks described in Annex 2, section 5.5 - to:

- Provide support for Project identification and preparation;
- Assess Project Outlines and Final Project Proposals;
- Decide on the financing of Projects submitted for funding;
- Assess Project reports (operational, financial, others).

5. Special Provisions for Financial Assistance

Repayments and redemptions from financial instruments benefiting the private sector (including credit lines, guarantee schemes, equity and debt participation and loans) are to be dealt with as follows:

- Provided that the contribution for financial assistance is redeemed (credit lines, equity and debt participation and loans), the value of the principal shall be transferred upon maturity to any institution aiming at the same overall objective agreed upon by the two Parties.
- The same shall apply to amounts committed as guarantees, provided that the funds have not been called upon during the life of the instrument.

The modalities, including the transfer of the ownership, shall be laid down in the respective Project Agreement or by exchange of letters.

Annex 4: Rules and Procedures for Thematic Funds

Annex 4 is an integral part of the Framework Agreement between the Swiss Federal Council and the Government of Romania concerning the implementation of the Swiss-Romanian Cooperation Programme. Any amendment to this Annex shall be made in writing with the mutual agreement of the competent authorities mentioned in Article 9 of this Framework Agreement.

Annex 4 defines for Thematic Funds the rules and procedures as well as the responsibilities and tasks of the actors involved.

Annex 1 defines the conceptual framework of the Swiss-Romanian Programme. The rules and procedures are defined: in Annex 2 for the overall Swiss-Romanian Cooperation Programme; in Annex 3 for Projects; in Annex 5 for the Project Preparation Facility and the Technical Assistance Fund.

A. General Provisions for Thematic Funds

1. Definition and purpose

Thematic Funds target a specific theme or a specific beneficiary group. Thematic Funds are set up to efficiently implement Activities.

An Activity is a specific assistance for, inter alia, projects, scholarships, partnerships and knowledge transfer provided within a Thematic Fund. Financial allocations for an Activity may range from a few thousand Swiss Francs up to allocations foreseen for individual projects.

A Thematic Fund is managed by a Swiss Intermediate Body and an Activity is implemented by an Executing Agency.

2. Selection of the Swiss Intermediate Body

Eligibility as Swiss Intermediate Body. The Swiss Intermediate Body shall be a public or private sector body or a non-governmental organisation. The Swiss Intermediate Body shall have strong ties either to the sector and/or the geographic region in which the Thematic Fund is implemented. Due to the specific requirements in knowledge transfer, the Swiss Intermediate Body needs to be familiar with Swiss know-how and Romanian and Swiss institutions working in the related thematic field.

Call for proposals. To select the Swiss Intermediate Body, SDC shall launch an open or restricted call for fund management proposals. The call shall respect Swiss and international public procurement rules. In exceptional cases, SDC shall nominate the Swiss Intermediate Body directly. The type of the selection depends on the subject matter.

The selection criteria for the Swiss Intermediate Body and the call documentation shall be worked out by SDC and submitted to the NCU for commenting. The final decision on

the selection criteria and on the content of the call documentation shall be taken by SDC, taking into account the comments of the NCU.

Proposal evaluation and decision. The proposal evaluation shall be done by an independent expert mandated by SDC, a member of the NCU and a member of SDC. The evaluation results shall be discussed between SDC, the NCU and – if previously agreed upon – the line ministry in charge of the subject matter. The final decision shall be taken by SDC, taking into account the opinion of the NCU and – if applicable – the line ministry in charge.

Timing. Calls for proposals shall be launched within 6 months after the signing of this Framework Agreement. The final decision on the Swiss Intermediate Body shall be taken not later than 12 months after the signing of this Framework Agreement.

3. Thematic Fund Agreement

Preparation. For each Thematic Fund, the Parties shall conclude a Thematic Fund Agreement.

This agreement shall be prepared by SDC.

Content. The Thematic Fund Agreement shall include inter alia:

- Objectives of the Thematic Fund;
- Organisational structure, responsibilities and tasks;
- Thematic Fund management procedures including procedures for the assessment and selection of Activities;
- Activities already identified for implementation;
- Co-financing rules, co-financing sources and procedures;
- Implementation schedule;
- Budget and financial planning including management costs;
- Disbursement and audit procedures;
- Monitoring and steering procedures including the set-up of a steering and Activity approval committee;
- Reporting;
- Publicity.

Signing. The Thematic Fund Agreement shall be signed by the NCU, the line ministry/institution in charge of the subject matter - if previously agreed upon - and SDC or the Swiss Embassy. The signing of the Thematic Fund Agreement is not a prerequisite for the process of selecting the Swiss Intermediate Body.

4. Mandate Agreement

SDC shall conclude with the Swiss Intermediate Body a Mandate Agreement for the implementation of a Thematic Fund. The Mandate Agreement shall take into account the provisions of the Thematic Fund Agreement and shall spell out, *inter alia*, procedures on Activity selection, Activity implementation, disbursements, financial audit, monitoring, steering, reporting, review and evaluation.

5. Activity selection and approval

Composition of the Activity portfolio. The Activity portfolio may include: Activities retained in this Framework Agreement; Activities proposed by the Romanian or by the Swiss Party in a later stage; and Activities identified on the basis of a call.

Criteria for Activity selection. Criteria for the selection of Activities shall focus on the needs of Romania and take into account *inter alia* the possibility to transfer Swiss knowledge and experience, institutional partnerships between Romanian and Swiss actors, potential for networking; innovation and visibility. The financing of equipment and/or infrastructure shall support capacity building and institutional strengthening objectives.

Activity proposals. Activities shall be proposed to the Swiss Intermediate Body. Activities in the form of projects and not financed by a block grant shall be proposed by an Executing Agency by means of a project outline and final project proposal.

Activity approval. Activity proposals – for block grants - shall be:

- assessed by the Swiss Intermediate Body;
- rejected or approved by the Selection Committee.

When appropriate, the Steering Committee can fulfil the role of the Selection Committee.

Activity proposals in the form of outlines for projects not financed by a block grant shall be:

- assessed by the Swiss Intermediate Body;
- proposed by the Steering Committee to SDC for rejection or approval;
- rejected or approved by SDC.

Once the project outline has been approved, the Executing Agency shall submit a final project proposal with detailed and complete project documentation. The assessment and approval of the final project proposal shall follow the same procedure as applied for the project outline.

Upon request of the Executing Agency, a project preparation support may be granted. The request needs to be submitted with the project outline.

SDC will be represented in the Selection committee and will have the right of objection on Activity approval.

Activity agreement. For each Activity, the Swiss Intermediate Body shall establish an activity agreement.

6. Flow of funds, advance payments and audits

Flow of funds. The Swiss Intermediate Body shall open a bank account. All payments of SDC shall be made directly to this bank account. All payments from the Swiss Intermediate Body directly to the Executing Agency shall be made from this bank account.

Advance Payments. SDC shall provide working capital advances to the Swiss Intermediate Body. A prerequisite for payments is the approval by SDC of relevant progress reports.

Based upon request by the Executing Agency, an initial advance payment to the Executing Agency shall be made by the Swiss Intermediate Body. The initial payment shall amount to a maximum of 20% of the total eligible costs and not exceed 50% of the first year's budget.

Further payments shall take into account the requirements of the Executing Agency for working capital. The final payment of approximately 5% of the overall budget shall be made upon approval of the completion report.

Any gross interest must be indicated in the account and credited towards the next payment.

Audit. Financial audits shall be carried out by an international audit organisation as specified in the Thematic Fund Agreement. The audit reports shall be transmitted to SDC and forwarded by SDC to the NCU.

Depending on the structure of the Thematic Funds, the Central Harmonisation Unit for Public Internal Audit (CHUPIA) can perform specific audit missions at the request of SDC or the Swiss Intermediate Body, which must nominate the public institutions to be audited and determine the thematic approach and objectives of the missions. Audit missions will be established only after projects have been approved. Moreover, the selection of projects to be audited will be entirely the decision of SDC or the Swiss Intermediate Body and must take into account the availability of CHUPIA resources.

Alleged cases of irregularities shall be investigated by SDC in cooperation with the NCU.

7. Monitoring, Steering and Reporting

Monitoring. Monitoring shall take place at the level of the entire Thematic Fund and at the Activity level. SDC shall ensure monitoring at the level of the entire fund. The Swiss Intermediate Body shall be responsible for monitoring at the level of the Activities.

Steering. A Steering Committee shall be established for each Thematic Fund. The Steering Committee shall provide guidance on strategic matters towards meeting the objectives of the Thematic Fund and towards ethics, compliance with applicable laws and regulatory policies, environmental safety and health policies, financial practices, disclosure and reporting. The Steering Committee is responsible for overseeing management and ensuring systems are in place to manage the risks of the Thematic Fund. It shall recommend Activities for approval by SDC. Selection criteria for Activities shall be specified in the Thematic Fund Agreement. The Steering Committee is primarily accountable to SDC and the NCU. The terms of reference for the Steering Committee will be part of the Thematic Fund Agreement.

Reporting. The reporting shall include the interim reporting as supporting evidence for the payment claims, the annual reporting and the completion reporting. At the level of the entire Thematic Fund, reporting shall be done by the Swiss Intermediate Body and shall be addressed to SDC. At the level of Activities, the Executing Agencies shall be responsible for reporting. Reports shall be addressed to the Swiss Intermediate Body.

Annual reports on Thematic Funds shall include a financial statement on commitments and disbursements. The annual reports including audit reports done during the year shall be provided by SDC to the NCU three months prior to the annual meeting.

8. Eligibility of costs and co-financing

Eligible costs. Eligible costs include:

- Management and administration of the Thematic Fund;
- Contribution to the preparation of Activities by the Executing Agency;
- Activities financed by the fund;
- Financial audit;
- Review and evaluation;
- Seminars and public events e.g., to launch the call for Activity proposals; to inform on procedures; to assess and inform on progress;
- Publicity.

Co-Financing. The co-financing rates defined in the main part of this Framework Agreement, Article 5.4 shall apply. Co-financing shall be provided as joint financing or as parallel financing.

Support by the Thematic Fund shall not replace subsidised facilities and bank loans.

9. Responsibilities and Tasks

The responsibilities and tasks for Thematic Funds are as follows:

9.1. The Swiss Agency for Development and Cooperation

SDC has the responsibility for the implementation of the Thematic Funds.

The main tasks of SDC include to:

- Launch a call for proposals for Thematic Fund management by a Swiss Intermediate Body;
- Organise and participate in the evaluation of Thematic Fund management proposals;
- Discuss the evaluation with the NCU and decide on the selection of the Swiss Intermediate Body;
- Decide on the financing of the Thematic Fund;
- Submit the Activity selection criteria proposed in the Project Document of the Thematic Fund to the Monitoring Committee for comment;
- Prepare and conclude the Thematic Fund Agreement;
- Prepare the Mandate Agreement and mandate the Swiss Intermediate Body;
- Supervise the operational monitoring and the financial controlling of the Intermediate Body;
- Ensure the steering of the Thematic Fund;
- Participate in the steering and Activity approval committee;
- Analyse the regular reporting of the Swiss Intermediate Body, discuss the reporting with the NCU and ensure follow-up;
- Request immediate reporting in case of irregularities and ensure follow-up;
- Assess and discuss implementation progress with the NCU based on the annual reporting prepared by the Swiss Intermediate Body;
- Organise reviews and evaluation;
- Publicity in Switzerland.

SDC may delegate a part of these tasks to the Swiss Contribution Office in Bucharest.

9.2 The Swiss Intermediate Body

The Swiss Intermediate Body is responsible for the set-up and management of the Thematic Fund, for the build-up of the Activity portfolio, for the contracting and the supervision of the Executing Agencies, for the controlling of the Activities and for the reporting on the Thematic Fund.

The main tasks of the Swiss Intermediate Body include to:

- Draft the Project Document of the Thematic Fund including criteria for Activity selection;
- Arrange all legal aspects required for the implementation of the Thematic Fund;
- Set-up implementation structures;
- Manage and administrate the Thematic Fund;
- Establish the chair (if decided so by SDC and the NCU) and act as member-secretary of the Steering and Activity approval committee;
- Establish an adequate financial and operational controlling system for Activity implementation;
- Call for and/or collect proposals for Activities, review compliance with the proposal requirements and establish selection recommendations;
- Prepare and conclude contracting arrangements with the Executing Agencies implementing the Activities;
- Apply controlling systems and intervene if required. Inform SDC on irregularities immediately;
- Report to SDC. Reporting includes at least one annual progress report and financial reports;
- Ensure the financial audit of the Thematic Fund, submit audit reports to SDC and ensure the follow-up to audit recommendations;
- Publicity in Switzerland and in Romania.

9.3 The National Coordination Unit

The NCU is responsible for the inclusion of the Thematic Fund in the portfolio of Supporting Measures and – on a general level - for monitoring implementation of the Thematic Fund.

The main tasks of the NCU include to:

- Participate in the evaluation of proposals for the Thematic Fund management;

- Discuss the results of the proposal evaluation with SDC;
- Conclude the Thematic Fund Agreement;
- Participate in the steering and Activity approval committee;
- Monitor the Thematic Fund implementation on a general level and provide feedback to SDC on observations;
- Comment on the Thematic fund reporting prepared by the Swiss Intermediate Body;
- Comment the audit reports;
- Acknowledge the payments made by SDC on the basis of financial statements submitted by SDC;
- If irregularities take place, participate in the assessment of causes and solutions;
- Include main elements of the Thematic Fund reporting in an overall annual report on the Swiss Contribution;
- Discuss implementation progress with SDC in the annual meeting;
- Ensure inclusion of the Thematic Fund in the publicity on the Contribution.

Responsibilities and tasks shall periodically be reviewed and amended, if needed. A first review shall take place during the first annual meeting of the Parties.

B. Specific Provisions for Thematic Funds

B.1 Security Fund

The general conditions of chapter A of this Annex shall apply unless otherwise stipulated in B.1

1. Definition and purpose

A Security Fund shall be established. The fund shall address Schengen related issues and contribute to enhancing socially related security as well as to fighting against corruption and organised crime.

In well-justified cases, the Parties may agree to include Activities that are not included in the above-mentioned topics.

2. Swiss Intermediate Body

SDC shall issue a restricted call for fund management proposals. The Swiss Intermediate Body shall have: the knowledge and experience in the field of security issues and the capacity to manage funds in trust. Due to the specific requirements in knowledge transfer, the Swiss Intermediate Body needs to be familiar with the Romanian and Swiss institutions working in the thematic field of security.

3. Composition of the Activity Portfolio and Indicative Financial Allocation

Portfolio Item	Indicative Swiss Financial Allocation in CHF
Activities retained in this Framework Agreement	10,341,000
Activities proposed by the Romanian or by the Swiss Party in a later stage	4,959,000
Thematic Fund management, funding of project preparation and reserve	2,700,000
Total	18,000,000

Activities retained in this Framework Agreement:

The information on project content, project partners and beneficiaries, duration and financing required is indicative. Detailed project planning may lead to adaptations of project features or may result in cancellation of entire projects.

a. Schengen and Prüm related Issues

Asylum matters. The project shall contribute to capacity building in the Romanian Immigration Office (RIO). Project activities shall include inter alia: Training of specialists; development of management instruments, standards and procedures for asylum centres. **Project partners:** RIO on the Romanian side; Subject matter specialists, possibly competent federal and cantonal authorities on the Swiss side. **Beneficiaries:** RIO and civil society. **Duration:** 2 years. **Financing:** Swiss Contribution: **CHF 250,000**; Romanian co-financing provided by the Ministry of Administration and Interior (MAI): **15%**.

Operational capacity building and training programmes for Romanian Immigration Office staff. The project aims to provide training for RIO staff in addressing issues concerning irregular migration. Project activities include training courses in Bucharest and exchange of knowledge and experience with Swiss authorities. **Project partners:** RIO on the Romanian side; Subject matter specialists, possibly competent federal and cantonal authorities on the Swiss side. **Beneficiaries:** RIO. **Duration:** 1 year. **Financing:** Swiss Contribution: **CHF 150,000**; Romanian co-financing provided by the Ministry of Administration and Interior (MAI): **15%**.

Development of capacities in Schengen topics. The project aims to develop personnel capacities concerning the Schengen topics (SIS and SIRENE implementation). Project activities shall include inter alia: Providing training sessions, study visits, Schengen preevaluation, flyer (if needed), transliteration list for operational purposes (correct entering of names into the SIS). **Project partners:** MAI on the Romanian side; Federal Police (FEDPOL) on the Swiss side. **Beneficiaries:** Police and civil society. **Duration:** 1 year. **Financing:** Swiss Contribution: **CHF 51,000**; Romanian co-financing provided by MAI: 15%.

Complying with EU standards in implementing the Prüm instruments. The project aims to develop forensic institute capacities concerning the implementation of the Prüm instruments (DNA, fingerprints). Project activities shall include training programmes, exchanges of experiences and best practices, workshops and seminars, logistical support. **Project partners:** MAI on the Romanian side; Subject matter specialists on the Swiss side. **Beneficiaries:** Police and citizens. **Duration:** 2 years. **Financing:** Swiss Contribution: **CHF 1,275,000**; Romanian co-financing provided by MAI: 15%.

b. Enhance socially related security

Prevention against human trafficking. The project aims to improve the fight against human trafficking. Prevention, reintegration and repatriation shall be strengthened. Experiences gained in the pilot project with the Federal Office of Migration shall be used. Project activities shall include awareness-raising campaigns in Romania and Switzerland, the installation of a helpline, capacity building for victim protection and financing of rehabilitation structures. **Project partners:** MAI on the Romanian side; competent federal authorities and/or NGOs on the Swiss side. **Beneficiaries** shall be Romanian police forces and the victims of trafficking. **Duration:** 2 years. **Financing:** Swiss Contribution **CHF 600,000**; Romanian co-financing provided by MAI: 15%.

Community policing concept within rural areas. The project aims to increase the security in rural areas in a sustainable manner. For this purpose community policing, particularly preventive police work, anti-trafficking and child-protection measures shall be strengthened. Project activities shall include training courses for community policing instructors, management courses, transactional analysis courses, security marketing training courses and organisational measures and the provision of equipment. Police forces of holiday resorts may be included in training events. **Project partners:** MAI and IGPR on the Romanian side; Subject matter specialists, possibly Cantonal police on the Swiss side. **Beneficiaries:** Rural population. **Duration:** 3 years. **Financing:** Swiss Contribution **CHF 1,970,000**; Romanian co-financing provided by MAI: 15%.

Management of public safety measures in mountain areas. The project aims to increase the public safety and protect the environment in mountain areas and in the surroundings. The project shall make good use of Swiss knowledge and experience with safety issues in tourist areas and in remote sites. Project activities include training programmes, workshops, study tours, elaboration of flyers. **Project partners:** on the Romanian side the gendarmerie, police units, local authorities, mountain rescue association (SALVAMONT), environmental guards, national forest administration; on the Swiss side e.g. competent Cantonal and local authorities, Swiss Air-Rescue Foundation (REGA), subject matter specialists. **Beneficiaries:** Communities living in mountain areas, Romanian and foreign tourists in mountain areas. **Duration:** 2 years.

Financing: Swiss Contribution **CHF 2,000,000**; Romanian co-financing provided by MAI: 15%.

Community service workshops (probation). Community service is an important means to execute short-term penalties. Community service helps society and minimises the social and other costs of executing penalties. The project is based on a pilot project currently under implementation. It shall provide a roll-out of the probation concept and establish a whole network of community service workshops in close cooperation with Romanian authorities and organisations. **Project partners:** on the Romanian side MoJ, local authorities and organisations; on the Swiss side, FPSC/VEBO "Verein zur Entwicklung der Bewährungshilfe in Osteuropa" (already involved in the pilot project). **Beneficiaries:** Civil society, penitentiaries. **Duration:** 4 years. **Financing:** Swiss Contribution **CHF 1,100,000**; Romanian co-financing provided by MoJ: 15%.

Assistance for strengthening the training capacities for judges and prosecutors in the application of new laws. New laws such as the Penal Code will affect the activity of the Romanian judges and prosecutors in the upcoming years and will therefore require further training for Romanian judges and prosecutors. The National Institute of Magistracy is the most important institution capable of offering the necessary training courses for all judges and prosecutors. The project will improve the capacities of judges and prosecutors to apply the new laws. The project activities may include for example: development of training concepts, introducing the new methods for training, developing e-learning modules, organizing training seminars with the involvement of NIM' trainers, organisation of workshops and conferences. **Project partners:** on the Romanian side the Superior Council of Magistracy, the National Institute of Magistracy, the Public Ministry; on the Swiss side subject matter specialists, possibly competent authorities. **Beneficiaries:** the Romanian judiciary system, citizens, investors. **Duration:** 2 years. **Financing:** Swiss Contribution **CHF 1,800,000**; Romanian co-financing to be provided by SCM and the Public Ministry: 15%.

c. Fight against corruption and organised crime

Enhancing the efficiency of operational capabilities to efficiently counter systemic corruption. Strengthening the operational capacity of the Anticorruption General Directorate (AGD) of the MAI in preventing and countering complex cases of corruption through the procurement of specialized equipment needed mainly for conducting operational investigations (IT and software). Improving the activities of gathering evidence as well as enhancing the coordination capacity among AGD officers to carry out tracing and controls. **Project partners:** AGD/MAI on the Romanian side; Subject matter specialists on the Swiss side. **Financing:** Swiss Contribution **CHF 275,000**; Romanian co-financing by MAI: 15%.

Raising awareness of the dangers presented by corruption. The project aims to increase citizens' involvement in the fight against corruption and improve public perception of the level of integrity within the MAI. The project addresses the specific anti-corruption requirements in the field of justice and home affairs related to the administrative capacity building for preventing corruption, promoting integrity and raising awareness of corruption, as provided in the "National Anti-Corruption Strategy on vulnerable sectors and local public administration for the 2008-2010 period", its related Anti-Corruption Action Plan, the MAI strategy against organised crime. It also

aims to complement the achievements of previous anti-corruption projects. This project provides supports for activities which are geared to enhancing the efficiency and effectiveness of the law enforcement agencies within the Romanian MAI, given that corruption undermines the rule of law and compromises the fight against organised crime. Project activities include anti-corruption related video spots, stickers, flyers, messages in newspapers. **Project partner:** on the Romanian side MAI/AGD; on the Swiss side subject matter specialists. **Financing:** Swiss Contribution **CHF 170,000**; Romanian co-financing by MAI: 15%.

Improving the capacity of the Romanian judiciary in the fight against corruption and economic and financial crime. The project aims to contribute to developing the abilities and new capacities for Romanian judges and prosecutors in the area of fighting corruption and economic and financial crime. The project activities may include for example developing training concepts, introducing the new training methods, developing the e-learning modules, organizing training seminars and workshops as well as other activities related to anti-corruption issues, such as elaborating studies relevant in this field, exchange of experiences and best practices. **Project partners:** on the Romanian side the National Institute of Magistracy, the Superior Council of Magistracy, the Public Ministry the National Anticorruption Directorate and the Ministry of Justice; on the Swiss side subject matter specialists, possibly competent authorities. **Beneficiaries:** the Romanian judiciary system, citizens, investors. **Duration:** 2 years. **Financing:** Swiss Contribution **CHF 700,000**; Romanian co-financing provided by the Superior Council of Magistracy, the Public Ministry, the National Anticorruption Directorate, the Ministry of Justice: 15%.

Activities proposed by the Romanian or by the Swiss Party in a later stage:

A conceptual frame for project identification and selection shall be proposed by the Swiss Intermediate Body. Activities proposed by the Romanian or by the Swiss Party shall be within this conceptual frame.

4. Steering Committee

A Steering Committee shall be established. The Steering Committee shall include representatives of the Ministry of Administration and Interior, the Ministry of Justice, the Supreme Court of Magistrates, the Public Ministry, the National Anticorruption Directorate, the civil society, NCU and SDC. It shall meet at least 2 times per year.

The lead of the Steering Committee shall be assured by the Swiss Intermediate Body, which shall also act as member secretary of the Steering Committee.

B.2 Reform Fund linked to Health Issues

The general conditions of chapter A of this Annex shall apply unless otherwise stipulated in B.2.

1. Definition and purpose

A Reform Fund shall be established. The fund shall pursue the objectives of widening the access to health and social services as well as to improving the quality of health services. Priority shall be given to Activities in primary health care, in emergency medicine and in perinatology.

In well-justified cases, the Parties may agree to include Activities that are not included in the Priority mentioned above.

2. Swiss Intermediate Body

SDC shall issue a call for fund management proposals. The Swiss Intermediate Body shall have: the knowledge and experience in the field of health and the capacity to manage funds in trust. Due to the specific requirements in knowledge transfer, the Swiss Intermediate Body needs to be familiar with the Romanian and Swiss institutions working in the thematic field of health.

3. Composition of the Activity Portfolio and Indicative Financial Allocation

Portfolio Item	Indicative Swiss Financial Allocation in CHF
Activities retained in this Framework Agreement	8'500'000
Thematic Fund management, funding of project preparation and reserve	1'500'000
Total	10,000,000

Activities shall make good use of knowledge and experience gained during the long-lasting cooperation of Romania and Switzerland in the period of 1992 to 2008.

Activities retained in this Framework Agreement:

The information on project content, project partners and beneficiaries, duration and financing required is indicative. Detailed project planning may lead to adaptations of project features or may result in cancellation of entire projects.

a. Widening the access to health and social services

Community integrated health and social services. The project aims to develop a functional model of integrated and locally managed health and social services in one or two rural districts (one city and several villages per district) with low development indicators. Capacities shall be strengthened with local authorities and service providers. Specific attention shall be given to equal access for the entire community and the cost-effectiveness of service provision. Home-care services shall be promoted and medico-social community centres may be set-up. The project may include: know-how transfer at systems level; training courses for family doctors, community nurses, Roma mediators, social workers, home care providers, local authorities; awareness-raising campaigns; and study tours to Switzerland. **Project organisation:** Based on a call, the project shall be implemented by a consortium of Romanian NGOs led by a Swiss Executing Agency that will engage in knowledge transfer, have the necessary experience from the legal point of view as well as from that of the service providers fields (primary care, community nurses, Roma mediators, home care providers, social services providers, psychologists etc). **Project partners:** Ministry of Health, eventually others. **Beneficiaries:** Population of rural communities and small towns with low development indicators, vulnerable groups, people living below the poverty threshold. **Phasing:** The project shall be implemented in phases: a project concept shall first be developed followed by a pilot phase. Based on results, scaling-up may be decided or, alternatively, remaining funds may be reallocated to improving the quality of health services. **Duration:** 5 years, if fully implemented. **Financing:** Swiss Contribution CHF 5,000,000; Romanian co-financing provided by the Ministry of Health: 15%.

b. Improving the quality of health services

Improving paediatric intensive care units: The project builds on the previous Romanian-Swiss cooperation in emergency care and neonatology. It will focus on training physicians and nurses in regional hospitals. Special emphasis may be given to training programmes in toxicology, trauma and oxygen therapy. **Project partners:** On the Romanian side the Ministry of Health; on the Swiss side hospitals and specialist health professionals. **Beneficiaries:** Children up to the age of fifteen years (often children from marginalised families who are victims of domestic accidents). **Duration:** 2 to 3 years. **Financing:** Swiss Contribution CHF 500,000 to CHF 1,000,000 ; Romanian co-financing by the Ministry of Health: 15%.

Pre-hospital and hospital emergency service. The project builds on the previous Romanian-Swiss cooperation in emergency care and aims to improve the quality of pre-hospital and hospital emergency care. The project shall improve training materials and the equipment of the training centres and may allow for the establishment of new centres. Main contents may be: management of emergency departments; neo-natal life support courses; emergency care for nurses. **Project partners:** On the Romanian side the Ministry of Health; on the Swiss side specialised health professionals. **Beneficiaries:** Paediatricians, neonatology specialists, emergency physicians, nurses. **Duration:** 4 years. **Financing:** Swiss Contribution CHF 1,500,000 ; Romanian co-financing provided by the Ministry of Health 15%.

Emergency medical services and air rescue. The project aims to transfer Swiss knowledge and experience in emergency medical services and rescue operations. It shall include training for pilots, medical rescue teams and technical personnel. Procedures, rules and guidelines shall be improved. Long-term cooperation is envisaged in the form of a twinning programme. **Project partners:** The main partners are the Ministry of Health, the Ministry of Interior/General Inspectorate of Aviation and the Swiss Air-Rescue Foundation (REGA). **Beneficiaries:** Crews of rescue operations and patients. **Duration:** 3 to 4 years. **Financing:** Swiss Contribution CHF 1,000,000 to 1,500,000; Romanian co-financing provided by the Ministry of Health: 15%. The Romanian side will cover all costs for using helicopters.

4. Steering Committee

A Steering Committee shall be established. The Steering Committee shall include representatives of the Ministry of Health, regional and/or district health representatives, NCU and SDC. It shall meet at least 2 times per year. The lead shall be assured by the Swiss Intermediate Body/Executing Agency which may act as member secretary of the Steering Committee.

B.3 Reform Fund linked to Civil Society Participation

The general conditions of chapter A of this Annex shall apply unless otherwise stipulated in B.3.

1. Definition and purpose

A Reform Fund shall be established with the objective of promoting the contribution of civil society organisations as important actors in development and participation. Priority shall be given to the Activities of the civil society organisations/NGOs primarily tackling environmental issues, contributing to the provision of social services, as well as allowing for strengthening organisational capacities.

In well-justified cases, the Parties may agree to include Activities that are not included in the Priority mentioned above.

2. Swiss Intermediate Body

SDC shall issue a call for fund management proposals. The Intermediate Body shall have: the knowledge and experience required in the field of environment and social services; competencies to support NGOs in their development; and the capacity to managed funds in trust. Due to the specific requirements in knowledge transfer, the Swiss Intermediate Body needs to be familiar with the Swiss know-how and Swiss civil society organisations.

3. Composition of the Activity Portfolio and Indicative Financial Allocation

Portfolio Item	Indicative Swiss Financial Allocation in CHF
Activities retained in this Framework Agreement	5,000,000 to 6,000,000
Activities proposed by the Romanian or by the Swiss Party in a later stage	800,000 to 2,800,000
Activities identified on the basis of a call procedures (block grant)	4,000,000 to 5,000,000
Thematic Fund management, funding of project preparation and reserve	2,000,000
Total	13,800,000

Activities retained in this Framework Agreement:

Activities have been retained in this Framework Agreement that contribute to enhancing the **sustainable development** of areas with high ecological value, that benefit from the strong **commitment of Swiss environmental NGOs** in knowledge transfer and strengthening Romanian partners in the field of integrated management of natural resources, and which can both mobilise **substantial co-financing** and correspond to Romanian and Swiss priorities.

The information on project content, project partners and beneficiaries, duration and financing required is indicative. Detailed project planning may lead to adaptations of project features or may result in cancellation of entire projects.

Project briefs below indicate an overbooking of the available Swiss financing. The project selection procedure will identify the projects that shall be implemented.

Integrated and sustainable development of forests: The project aims to develop an integrated approach which follows the concept of value-added chains for wood by: 1) strengthening the value-added chain of market-oriented product; 2) enhancing the role of mountain forests in conserving the natural values and providing protection against natural hazards; 3) analysing "ecosystem services" for reducing CO₂. **Project partners include:** on the Romanian side CEFIDEC – Training and Innovation Centre for the development of the Carpathians, Romontana-National association for rural development in mountain regions, Farmers Federation of the Mounte Vatra Dornei, AJDMM – Mountain Association of the region of Mures, Asociatia AGROMRO – Centre de Formation en Agriculture, WWF Danube-Carpathian Programme; on the Swiss side: Swiss Group for Mountain Regions (SAB), Agridea (Agricultural extension service), Pro Natura, WWF, Birdlife. **Beneficiaries:** communities living in forestry areas, environmental NGOs. **Duration:** 3 years. **Financing:** Swiss Contribution: approx. CHF 1.5 million.; co-financing amounting to min. 10% provided by the partners.

Sustainable agriculture in mountain regions: The project aims to support integrated rural development in mountain areas applying the concept of value chains to develop activities focused on the market such as production systems, markets and sales, organisational strengthening. **Project partners include:** on the Romanian side: CEFIDEC – Training and Innovation Centre for the development of the Carpathians, Romontana – National association for rural development in mountain regions, Farmers Federation of the Mounte Vatra Dornei, AJDMM - Mountain Association of the region of Mures, Asociatia AGROMRO – Centre de Formation en Agriculture, WWF Danube-Carpathian Programme; on the Swiss side: Swiss Group for Mountain Regions (SAB), Agridea (Agricultural extension service), Pro Natura, WWF, Birdlife. **Beneficiaries:** communities living in mountainous areas, environmental NGOs. **Duration:** 4 years. **Financing:** Swiss Contribution: approx. CHF 1.5 million.; co-financing amounting to min. 10% provided by the partners.

Natura 2000 and rural development: The project aims to promote the long-term protection and sustainable use of Romania's natural capital through effective implementation of the EU Natura 2000 network and national protected area systems with the involvement and support of local stakeholders. It: 1) supports stakeholder involvement in Natura 2000/Protected Area planning and management; 2) addresses conflicts between Natura 2000/protected areas and infrastructure projects; and 3) develops and promotes positive examples for nature conservation and rural development. **Project partners include:** on the Romanian side: WWF-DCP/Romania, Pro Park Foundation, Romanian Environmental Partnership Foundation, Ecotur Sibiu, Centru pentru Resurse Juridice (Center for Legal Resources), Stefan cel Mare University Suceava, BirdLife Romania, Milvus, possibly others. On the Swiss side: Swiss Group for Mountain Regions (SAB), possibly others. **Beneficiaries:** communities living in rural areas, environmental NGOs. **Duration:** 3 years. **Financing:** Swiss Contribution: approx CHF 1 million; co-financing amounting to min. 10% provided by the partners.

Rural development and High Nature Value Farmland: The project aims to promote protection and local livelihoods in High Nature Value Farmlands. It: 1) helps Romanian policy to support protection and maintenance of High Nature Value Farming, 2) promotes High Nature Value Farming and products, and 3) establishes mechanisms for advocating/supporting High Nature Value Farming. **Project partners include:** on the Romanian side: WWF-DCP/Romania, Pro Park Foundation, Romanian Environmental Partnership Foundation, Ecotur Sibiu, Adept Foundation, Slow Food Movement Romania, BirdLife Romania, Milvus, possibly others; on the Swiss side: Swiss Group for Mountain Regions (SAB), possibly others e.g. Groupement suisse pour les régions de montagne, Agridea (Service de vulgarisation agricole), Pro Natura, Birdlife. **Beneficiaries:** communities living in rural areas, environmental NGOs. **Duration:** 3 years. **Financing:** Swiss Contribution: approx. CHF 1 million; co-financing amounting to min. 10% provided by the partners

Southern Carpathians (Romania) – Wild landscape at the heart of Europe: The project aims to promote sustainable resource use and tourism in the Southern Carpathians by establishing and promoting Europe's largest conservation landscape. It 1) supports management planning and coordination for protected areas; 2) promotes stakeholder involvement and support; and 3) promotes and develops tourism. **Project partners include:** on the Romanian side: WWF-DCP/Romania, Altitudini Association, Renaturupa Association, Ecotur Sibiu, Pro Park Foundation, protected area authorities

(e.g. Retezat and Domogled National Parks), local and county councils, regional development and tourism agencies; on the Swiss side: Swiss Group for Mountain Regions (SAB), possibly others. **Beneficiaries:** communities living in rural areas, environmental NGOs. **Duration:** 3 years. **Financing:** Swiss Contribution: approx. CHF 1 million; co-financing amounting to min. 10% provided by the partners.

Activities proposed by the Romanian or by the Swiss Party at a later stage:

A conceptual frame shall be proposed by the Swiss Intermediate Body. Activities proposed by the Romanian or by the Swiss Party shall be within this conceptual frame. **Financing:** Swiss Contribution for these Activities: CHF 1.8 million; Romanian co-financing provided according to co-financing rules.

Activities identified on the basis of a call procedures:

Block Grant for the financing of small Activities by the civil society/NGOs: Priority shall be given to Activities in the field of environment protection and social issues (e.g. child care, elderly, and people with addiction problems). Activities will be favoured that have the potential to strengthen Romanian NGOs and to enable their active participation in policy processes both as the voice of civil society and as a service provider. The Activities shall be selected after calls for project proposal. The costs of the Activit Activities shall amount to CHF 10,000 to 250,000. Block Grant implementation may geographically be focused. A Selection Committee shall be established with representatives of the civil society, the NCU, and SDC. **Project partners on the Romanian side:** Non-profit organisations with a legal status in Romania, which are independent of government and other public authorities as well as of political parties or commercial organisations; and independent organisations with specific legal status (National Red Cross Societies, etc.). **Project partners on the Swiss side:** NGOs that cooperate with their Romanian partners. **Duration:** 4 years. **Financing:** Swiss Contribution: CHF 4 million Romanian co-financing provided by the NGOs: 10%.

4. Steering Committee

A Steering Committee shall be established. The Steering Committee shall be composed of representatives of Ministry of Environment and Forests, Ministry of Agriculture and Rural Development; Ministry of Labour, Family and Social Protection, Civil society representatives, NCU, SDC. It shall meet at least 2 times per year. The lead of the Steering Committee shall be assured by the Swiss Intermediate Body that shall also act as member secretary.

B.4 Reform Fund linked to the Inclusion of Roma and other Vulnerable Groups

The general conditions of chapter A of this Annex shall apply unless otherwise stipulated in B.4.

1. Definition and purpose

A Fund shall be established with the objective to promote social inclusion of the Roma and other vulnerable groups.

2. Swiss Intermediate Body

The Thematic Fund shall be implemented by a Romanian Programme Management Unit (PMU). The PMU is a separate unit of staff recruited with the involvement of SDC and including SDC staff. It will guide the Support Measures of the Thematic Fund including the proposal of geographical focussing, the formulation of call for project proposals, the award of mandates to the Project Partnerships and the monitoring of the programme activities.

3. Composition of the Activity Portfolio and Indicative Financial Allocation

Portfolio Item	Indicative Swiss Financial Allocation in CHF
Line 1 "living conditions" (possible 25% for pilot phase and 75% for scaling-up phase)	11,000,000
Line 2 "empowerment and awareness"	1,000,000
Programme Management Unit and backstopping, funding of project preparation and reserve	2,000,000
Total	14,000,000

Activities retained in this Framework Agreement:

With the objective to promote the social inclusion and participation in socio-economic life of Roma and other vulnerable groups, two strategic lines shall be pursued:

Line 1 - Improvement of living conditions. Geographically, priority shall be given to regions with: high Roma population; high school drop-out rates; high unemployment; precarious housing situations and precarious access to services.

Thematically, priority shall be given to education for children as well as to health for children and women. Educational activities shall include pre-schooling, basic and out-of-class education. Health activities shall include awareness building, hygiene education, prevention and access to medical services in communities. In a later stage,

job and income generating activities as well as housing (under specifically high co-financing requirements) may be included.

Emphasis shall be given to activities with a direct impact on the individual and household level.

Activities shall be implemented in a coherent manner, applying an integrative approach. Activities shall be implemented in the same territory and managed by a multidisciplinary team.

Activities shall be bundled in two to three projects. These projects shall be selected based on a call for proposals. Project proposals have to be submitted by a Romanian-Swiss consortium. A large range of local partners may be included in the implementation of project activities, e.g.: municipalities, health mediators, general practitioners, medical centres, schools, kindergartens, school mediators, teachers for Roma children, community facilitators and NGOs. Services shall be provided in a non-segregated manner pursuing an integrated policy.

The project proposals shall identify the members of the consortium and the local partners that cooperate with the consortium. Project selection criteria shall include: socio-economic indicators of the target area, quality and relevance of the project proposal, capacity of the implementing consortium, coherence of the partnerships with the local partners, capacities in the consortium and in the partnerships as well as possibilities to provide contributions in cash and in kind.

Beneficiaries: Roma, other minorities, vulnerable groups of non-minorities. Roma children and women shall particularly benefit.

Phasing: The projects may start with a pilot phase followed by a scaling-up phase. Duration: Pilot phase 2 years; scaling-up 3-5 years.

Financing: Swiss Contribution CHF 11 million. Co-financing provided by the consortium and the local partners: minimum of 10% to 15% according to the co-financing rules.

Controlling: The programme will operationally be monitored by the Programme Management Unit and will be supported by regular backstopping and assessment activities carried out by SDC.

Line 2 - Empowerment and awareness building. Line 2 shall be anchored on national level. It shall be implemented by the Programme Management Unit.

Priority shall be given to strengthening Roma and other minorities' cultural identity and integration, improving acceptance and enhancing their participation in decision making.

These activities may include the promotion of Roma leadership and role models, mutual understanding social inclusion and participation. Media campaigns may be included.

Activities shall be bundled into projects. These projects shall preferably be implemented by Romanian-Swiss partnerships.

Financing: Swiss Contribution CHF 1 million; co-financing provided by the partnership: 10% to 15% according to co-financing rules.

4. Steering Committee

A Steering Committee shall be established. The Steering Committee may include representatives of the Ministry of Family and Social Protection, the Ministry of Education, the Ministry of Health, the Department of Interethnic Relations, the National Agency for Roma, civil society representatives, the NCU and SDC. It shall meet at least 2 times per year. The lead of the Steering Committee shall be assured by SDC which may delegate this function to a Swiss Intermediate Body. The Swiss Intermediate Body may act as member secretary.

B.5 Scholarship Fund

The general conditions of chapter A of this Annex shall apply unless otherwise stipulated in B.5.

1. Definition and purpose

A Scholarship Fund shall be established that enables Romanian students and researchers from higher education and research institutions to join the Scientific Exchange Programme between Switzerland and the New Member States of the European Union.

The Scientific Exchange Programme (Sciex-NMS^{ch}) aims to contribute to reducing economic and social disparities in the enlarged European Union through fostering the scientific capacities of researchers in the new EU member states and promoting sustainable research partnerships between the new EU member states and Switzerland.

The main goal of the programme is to establish scientific partnerships which: i) develop individual researchers' capacities (human capital), ii) foster scientific progress and innovation (scientific prospects); and iii) establish or enhance networks between researchers (networking) through the provision of research scholarships and short term research visits.

2. Swiss Intermediate Body and Coordination Body for the Scholarship Fund

On the Swiss side, the mandate awarded by SDC to the Rectors' Conference of the Swiss Universities (CRUS) as the Swiss Intermediate Body for the management of the Scholarship Fund with eight new EU member states shall be extended to the Fund with Romania.

On the Romanian side, coordination activities within the Scholarship Fund shall be supported by the National Council for Research (CNCSIS) as Coordination Body which shall be mandated by the NCU. Coordination activities shall be financed by Romania. The financing shall be provided by the Ministry of Education as parallel financing and shall be considered as co-financing.

The financing provided by the Swiss Contribution shall be transferred directly to the beneficiaries via CRUS and the Swiss host institutions.

3. Composition of the Activity Portfolio and Indicative Financial Allocation

Portfolio Item	Indicative Swiss Financial Allocation in CHF
Activities retained in this Framework Agreement	7,384,000
Thematic Fund management	616,000
Total	8,000,000

4. Scholarship Fund Agreement

The Scholarship Fund Agreement shall be prepared by SDC. It shall be signed by the NCU on the Romanian side and by SDC on the Swiss side.

A separate Memorandum of Understanding (MoU) will be concluded between the Romanian Coordination Body and CRUS. The MoU details the coordination arrangements, scoring mechanism and assessment criteria, planning of calls and timing, reporting and monitoring arrangements as well as information and communication arrangements.

5. Steering Committee

The Steering Committee of the SciexNMS^{ch} Programme is responsible for the general operational decisions of the programme. It also discusses and approves proposed scholarships.

The Steering Committee is composed of the Swiss research stakeholders, i.e. delegated representatives of the following organisations: CRUS (1 delegate as President of the Steering Committee); State Secretariat for Education and Research (1 delegate ESKAS); the Swiss National Science Foundation (1 delegate career development, 1 delegate international cooperation); Swiss cantonal universities and Swiss Federal Institutes of Technology (1 delegate elected by CRUS); Swiss Universities of Applied Sciences (1 delegate elected by KFH); ETH-Domain (1 delegate elected by ETH-Rat); Bridge to the Research Institutions outside the university sector (1 delegate elected by SER) as well as SDC (1 delegate). Romania may delegate an observer to the Steering Committee.

B.6 Research Fund and Project in Education

The general conditions of chapter A of this Annex shall apply unless otherwise stipulated in B.6.

B.6.A Research Fund

1. Definition and purpose of the Research Fund

A Research Fund shall be established with the objective of promoting joint Romanian-Swiss research. Priority shall be given to joint research projects.

2. Swiss Intermediate Body and Coordination Body for the Research Fund

SDC shall directly appoint [the Swiss National Science Foundation and the Romanian National Centre for Programme Management of the Ministry of Education and Research] as Swiss Intermediate Body. The Swiss Intermediate Body: shall have the competencies and experience in promoting research; the knowledge about the Swiss research institutions and the capacity to manage funds in trust.

3. Composition of the Activity Portfolio and Indicative Financial Allocation in the Research Fund

Portfolio Item	Indicative Swiss Financial Allocation in CHF
Joint research projects	8,300,000
Thematic Fund management, funding of project preparation and reserve	1,450,000
Total	9,750,000

Joint Research Projects (JRP). Joint Research Projects (JRP) shall be realised by Romanian and Swiss researchers. JRP shall enable Romanian and Swiss scientists to engage in joint research activities. As priority options shall be considered: Civilisatory diseases, environment, food security and agriculture, renewable energy; nuclear physics; nano-materials and complex synthesis; nanotechnologies and materials science; other areas as mutually agreed at a later stage. Research projects with a budget up to CHF 500,000 shall be identified on the basis of an open call for proposals. **Beneficiaries:** Public research and academic institutions in Romania and in Switzerland. **Financing:** Swiss Contribution: **CHF 8.3 million**; Romanian co-financing provided by the Ministry of Education Research, Youth and Sports for participating public research and academic institutions.:15%.

4. Selection Committee

A joint project Selection Committee shall be established. The Selection Committee shall be co-chaired by a representative of the Romanian and the Swiss side. The Swiss Intermediate Body may act as member secretary of the Selection Committee.

B.6.B Project in Education

1. Swiss Intermediate Body for the Project in Education

SDC shall directly appoint the Zürich University of Teacher Education, Institute International Projects in Education (IPE) as Swiss Intermediate Body.

2. Composition of the Activity Portfolio and Indicative Financial Allocation

Portfolio Item	Indicative Swiss Financial Allocation in CHF
Joint research projects	2,000,000
Total	2,000,000

Job Orientation-training in Businesses and Schools. The project is a joint initiative of Swiss and Romanian educational institutes. Students shall be prepared for their occupational careers through combining labour market and schooling requirements. The project addresses students in their last year(s) of compulsory education (VIII, IX or X grades) for the upcoming choice for a profession or for their university focus (the last year of gymnasium and the lower cycle of high-school education). It supports them in their career development by using appropriate teaching and learning methods. Students seek direct contact to chosen enterprises. Teachers receive in-service training in order to implement the programme in their classes. Enterprises receive guidance and materials on how to accompany students. Eventually selected teachers will receive extra training to become future trainers.

The Project encompasses two phases:

- Phase 1 implementation in a pilot region (Swiss financing: **CHF 425,000**; Romanian financing provided by the Ministry of Education: 15%);
- Phase 2 replication in additional regions (Swiss financing: **CHF 1,575,000**; Romanian financing provided by the Ministry of Education: 15%);

Project partners: on the Romanian side : the Ministry of Education, Research, Youth and Sports, the Ministry of Labour, the National Centre for Vocational Education and Training, sectoral committees, the University of Bucharest. On the Swiss side: Zurich University of Teacher Education, Institute International Projects in Education (IPE) as Swiss Intermediate Body. **Duration:** approx. 5 years.

B.7 Partnership and Expert Fund

The general conditions of chapter A of this Annex shall apply unless otherwise stipulated in B.7.

1. Definition and purpose

A Partnership and Expert Fund shall be established with two objectives:

- To promote and/or enhance institutional partnerships between Romanian and Swiss partners in order to: contribute to the solution of specific development challenges; strengthen the capacities and structures of the Romanian institutional partners; benefit from Swiss added value; contribute to the strengthening of the partnerships;
- To mobilise Swiss expertise.

Institutional partnerships. Priority shall be given to institutional partnerships between Romanian and Swiss non-profit organisations, governmental and other public organisations, territorial entities and social partners that tackle development challenges.

Mobilisation of expertise. Expertise shall primarily be mobilised through short-term inputs by Swiss experts. These inputs shall be provided to non-profit institutions, governmental and other public organisations.

2. Swiss Intermediate Body

SDC shall issue an open call for fund management proposals. The Swiss Intermediate Body shall have the competencies to support the development of Romanian-Swiss partnerships, the know-how to mobilise short-term expert inputs from Switzerland and the capacity to manage funds in trust.

3. Composition of the Activity Portfolio and Indicative Financial Allocation

Portfolio Item	Indicative Swiss Financial Allocation in CHF
Activities retained in this Framework Agreement	800,000
Activities identified on the basis of a call procedures (block grant)	5,000,000
Short term expert inputs	1,000,000
Thematic Fund management, funding of project preparation and reserve	1,200,000
Total	8,000,000

Activities retained in this Framework Agreement:

The information on project content, project partners and beneficiaries, duration and financing required is indicative. Detailed project planning may lead to adaptations of project features or may result in cancellation of entire projects.

Protection of Geographical Indications: The objective of the institutional partnership is to enhance knowledge on official systems assessing the quality of agricultural and food products, raising consumer awareness of the quality of products and understanding the modalities of organising producer groups. **Institutional partners include:** on the Romanian side: the National Office for Romanian Traditional and Organic Products, the Ministry of Agriculture, Forests and Rural Development, Fundatia ADEPT, others; on the Swiss side: AGRIDEA, others. **Duration:** 3 years. **Financing:** Swiss Contribution: **CHF 200,000** for the partnership; co-financing provided by the Romanian Government through the Ministry of Agriculture, Forests and Rural Development : 15%.

Promotion of decent working conditions for employees: The institutional partnership aims to improve the mechanisms of social dialogue in the field of health and safety protection as well as the working conditions of the Romanian and immigrant workers in Romania. The project shall support structured dialogue between trade unions, employers' organisations, Labor Inspection and other public institutions in the field: exchanges of experiences between Romanian and Swiss trade unions and employers' organisations; and promote the bipartite structures and paritarian funds. **Project partners include:** on the Romanian side: the Ministry of Labour, Family and Social Protection, Labor Inspection, National Research Institute for Labour Protection, Regional and National Unions; Employers organisation; etc.; on the Swiss side: Swiss Labour Assistance (SLA); other. **Duration:** 3 years. **Financing:** Swiss Contribution: **CHF 600,000**; co-financing of 10% to 15% provided according to co-financing rules.

Activities identified on the basis of a call procedure:

Block Grant for the financing of joint Activities of institutional partnerships. The Block Grant shall promote and/or enhance institutional partnerships between Swiss and Romanian partners. The Block Grant shall have two brackets:

- For a total budget of CHF 2 million: Smaller Activities ranging from CHF 10,000 to CHF 100,000, and
- For a total budget of CHF 3 million: Larger Activities ranging from CHF 100,000 to CHF 250,000.

Activities shall be identified on the basis of a rolling call for proposals. A Selection Committee shall be established including representatives of associations of Romanian municipalities, civil society, the NCU, and SDC. **Partners on the Romanian side:** non-profit organisations with a legal status in Romania such as non-governmental organisations, networks, associations, federations, think tanks, educational institutions, cultural institutions; governmental and other public organisations; territorial entities such as regions, cities and municipalities; social partners i.e. nationally recognised and representative trade unions and employers' organisations. **Partners on the Swiss**

side: Institutional partner that cooperate with their Romanian partners. **Duration:** 4 years. **Financing:** Swiss Contribution: CHF 5 million; co-financing provided by the institutional partners: 10 to 15% taking into account co-financing rules.

Block Grant for the financing of short term inputs of Swiss experts. The Block Grant is intended to allow Romanian partners benefit from highly-qualified Swiss expertise. Requests for financing of experts can be submitted any time during a given time period (rolling call). Activity costs shall range from a few thousand Swiss Francs up to CHF 35,000. In well-justified cases, the upper limit may slightly be increased. The NCU and SDC shall jointly endorse approvals made by the Swiss Intermediate Body.

Eligible applicants for expert support may include governmental organisations and non-profit organisations with a legal status in Romania. **Duration:** 4 years. **Financing:** Swiss Contribution: CHF 1.0 million; Romanian co-financing (e.g. local transportation of expert, interpretation) provided by the beneficiary of the expert input.

4. Steering Committee

A Steering Committee shall be established. The Steering Committee shall be composed of representatives of Romanian municipalities' associations, civil society representatives, the NCU and SDC. It shall meet at least 2 times per year. The lead of the steering shall be assured by the Swiss Intermediate Body which shall also act as member secretary of the Steering Committee.

Annex 5: Rules and Procedures for the Project Preparation Facility and the Technical Assistance Fund

Annex 5 is an integral part of the Framework Agreement between the Swiss Federal Council and the Government of Romania concerning the implementation of the Swiss-Romanian Cooperation Programme. Any amendment to this Annex shall be made in writing with the mutual agreement of the competent authorities mentioned in Article 9 of the main part of this Framework Agreement.

Annex 5 defines the rules and procedures for the Project Preparation Facility and the Technical Assistance Fund.

Annex 1 defines the conceptual framework of the Swiss-Romanian Programme. The rules and procedures are defined: in Annex 2 for the overall Swiss-Romanian Cooperation Programme; in Annex 3 for Projects and Programmes; in Annex 4 for Thematic Funds.

A. Project Preparation Facility

1. Definition and purpose

The "Project Preparation Facility" provides financial support for the preparation of the Final Project Proposals (e.g. feasibility studies, environmental impact assessments, etc.).

2. Request and approval procedures

A request for financial support within the Project Preparation Facility must be part of the Project Outline (cf. Annex 3, Chapter 1.2).

SECO shall assess whether the requested assistance for project preparation is suitable for financial support.

The decision on the provision for financial support for the project preparation is part of the final decision by Switzerland on the Project outline.

3. Management of the Project Preparation Facility

The Project Preparation Facility is managed by the NCU.

4. Project Preparation Facility Agreement

The Project Preparation Facility Agreement shall be prepared and signed by the NCU on the Romanian side and by SECO on the Swiss side. The content of the Project Preparation Facility Agreement shall include inter alia:

- Objectives of the Project Preparation Facility;
- Roles and responsibilities;
- Detailed listing of costs eligible for financing;
- Co-financing;
- Audit procedures, monitoring and reporting.

5. Co-financing

Financial means provided by the Project Preparation Facility require a minimum co-financing of 15% by the recipient or any third party. The co-financing rate shall be determined on a case-by-case basis.

B. Technical Assistance Fund

1. Definition and purpose

A Technical Assistance Fund may be established to contribute to some additional costs incurred by Romania for the efficient and effective implementation of the Contribution.

2. Eligible costs

Costs incurred by the Romanian authorities for tasks performed additionally and exclusively for the implementation of the Contribution are eligible for financing, if they belong to one of the following categories:

- a) Costs of monitoring and of the project selection committees for the Swiss-Romanian Cooperation Programme;
- b) Training for potential Executing Agencies with the objective to prepare them for the Swiss-Romanian Cooperation Programme;
- c) Hiring of consultants for the elaboration of procedures and guidelines to implement the Swiss contribution;

- d) Hiring of consultants and experts for the identification and review of Project proposals addressed to the NCU and the preparation of financing requests to Switzerland;
- e) Hiring of consultants and experts for the monitoring, auditing and for the review of Supporting Measures financed by the Contribution and of the overall Swiss-Romanian Cooperation Programme;
- f) Audits and on the spot checks of operations related to the Contribution, where this relates to activities above and beyond the normal obligations of Romania;
- g) Publicity measures related to the Contribution;
- h) Costs for the participation in meetings with Swiss authorities held outside of Romania;
- i) Translation costs of the NCU and Intermediate Bodies at the level of the management of the Swiss Contribution;
- j) Additional equipment, including software, specifically procured for the implementation of the Contribution.
- k) Staff costs incurred by the Romanian authorities for the management, implementation, monitoring and control of the Contribution are eligible, if:
 - No other source of financing is available;
 - A detailed assessment of staff requirements is available and agreed upon by the Parties;
 - The financing of this staff is crucial for the efficient implementation of the Swiss Contribution;
 - A monitoring and reporting system of staff costs is in place;
 - Salaries and costs are in line with the employment policy of the administrative staff and correspond to the standard;
 - The Romanian co-financing of the staff costs financed through the Technical Assistance Fund is 25 %.

3. Intermediate Body for the Technical Assistance Fund

The Technical Assistance Fund is managed by the NCU.

4. Technical Assistance Fund Agreement

The Technical Assistance Fund Agreement shall be prepared and signed by the NCU on the Romanian side and by SDC / SECO on the Swiss side. The content of the Technical Assistance Fund Agreement shall include inter alia:

- Objectives of the Technical Assistance Fund;
- Detailed listing of costs eligible for financing;

- Organisational structure, roles and responsibilities;
- Procedures;
- Budget and financial planning;
- Audit procedures;
- Monitoring and steering;
- Reporting.

Accord-cadre

entre le Conseil fédéral suisse et le Gouvernement de Roumanie concernant la mise en œuvre du programme de coopération helvético-roumain visant à réduire les disparités économiques et sociales au sein de l'Union européenne élargie

Le Conseil fédéral suisse
(ci-après «la Suisse»)

et

le Gouvernement de Roumanie
(ci-après «la Roumanie»)

ci-après collectivement dénommées «les Parties»,

conscients de l'importance de l'élargissement de l'Union européenne (ci-après «UE») pour la stabilité et la prospérité en Europe,

prenant acte de la solidarité de la Partie suisse avec les efforts déployés par l'UE pour réduire les disparités économiques et sociales au sein de l'UE,

s'appuyant sur la bonne coopération menée précédemment entre les deux pays,

tenant compte des relations amicales entre les deux pays,

désireux de renforcer ces relations et la coopération fructueuse entre les deux pays,

entendant favoriser la poursuite du développement économique et social en Roumanie,

considérant que le Conseil fédéral suisse a exprimé, dans l'Addendum du 25 juin 2008 (ci-après «l'Addendum») au Mémoire d'entente signé avec la Communauté européenne le 27 février 2006 (ci-après «le Mémoire d'entente»), l'intention de la Partie suisse d'augmenter sa contribution initiale de 1 000 000 000 de francs (un milliard de francs) à la réduction des disparités économiques et sociales au sein de l'UE élargie d'une contribution complémentaire de 257 000 000 de francs (deux cent cinquante-sept millions de francs) en faveur de la Roumanie et de la Bulgarie,

sont convenus de ce qui suit:

¹ Translation by Switzerland – Traduction de la Suisse.

Art. 1 Définitions

Aux fins du présent Accord-cadre:

- le terme «contribution» désigne la contribution financière non remboursable allouée par la Partie suisse;
- l'expression «programme de coopération helvético-roumain» désigne le programme bilatéral destiné à mettre en œuvre le présent Accord-cadre;
- l'expression «mesure d'appui» désigne un projet, un fonds thématique, le mécanisme de financement de la préparation de projets, le fonds d'assistance technique ou d'autres activités conjointes;
- le terme «projet» désigne un projet ou un programme spécifique, le terme «programme» comprenant un ensemble de projets consacrés à un thème commun ou poursuivant des objectifs communs;
- l'expression «fonds thématique» désigne un mécanisme de subventionnement destiné à financer des activités dans un domaine spécifique ou réservé à un groupe spécifique de bénéficiaires;
- le terme «activité» désigne l'assistance spécifique fournie dans le cadre d'un fonds thématique afin de soutenir, entre autres, des projets, des bourses d'études, des partenariats et le transfert de connaissances;
- le terme «engagement» désigne l'affectation d'un certain montant de la contribution à une mesure d'appui convenue entre les Parties;
- l'expression «accord de projet» désigne un accord entre les Parties et, le cas échéant, d'autres Parties contractantes, sur la mise en œuvre d'un projet convenu entre les Parties;
- l'expression «accord concernant un fonds thématique» désigne un accord entre les Parties et, le cas échéant, d'autres Parties contractantes, sur la mise en œuvre d'un fonds thématique convenu entre les Parties;
- la dénomination «Service national de coordination» (SNC) désigne le service roumain chargé de coordonner le programme de coopération helvético-roumain;
- l'expression «organisme intermédiaire» désigne toute entité de droit public ou privé désignée par le SNC, qui agit sous la responsabilité du SNC ou qui s'acquitte d'obligations au nom du SNC dans le cadre des projets mis en œuvre par les «agences d'exécution»;
- l'expression «organisme intermédiaire suisse» désigne toute entité de droit public ou privé chargée par la Partie suisse de gérer un fonds thématique;
- l'expression «autorité de paiement» désigne le service au sein du Ministère roumain des finances publiques qui assure, du côté roumain, un contrôle financier approprié sur le programme de coopération helvético-roumain;

- l'expression «autorité d'audit» désigne le service au sein du Ministère roumain des finances publiques qui est responsable, du côté roumain, du contrôle exercé sur l'utilisation des ressources financières du programme de coopération helvético-roumain;
- l'expression «agence d'exécution» désigne toute entité de droit public ou privé, ou toute organisation reconnue par les Parties, mandatée pour mettre en œuvre des mesures d'appui;
- l'expression «accord de mise en œuvre» désigne un accord entre le SNC et/ou l'organisme intermédiaire et l'agence d'exécution chargée de la mise en œuvre du projet;
- l'expression «accord de mandat» désigne un accord passé entre la Partie suisse, l'organisme intermédiaire suisse et/ou, le cas échéant, l'agence d'exécution chargée de la mise en œuvre d'un fonds thématique;
- l'expression «accord de délégation» désigne un accord passé entre le SNC et l'organisme intermédiaire ou l'agence d'exécution ou l'autorité de paiement par lequel le SNC délègue des tâches à l'organisme intermédiaire ou à l'agence d'exécution ou à l'autorité de paiement afin d'assurer la mise en œuvre de projets;
- l'expression «mécanisme de financement de la préparation des projets» désigne le dispositif de soutien financier à la préparation des propositions de projet final;
- l'expression «fonds d'assistance technique» désigne le fonds constitué pour financer les tâches que les autorités roumaines effectuent en sus et qui sont exclusivement destinées à la mise en œuvre de la contribution.
- l'expression «subvention globale» désigne un fonds constitué dans un but clairement défini au sein d'un fonds thématique et destiné à financer de petites activités de manière efficiente.

Art. 2 Objectifs

1. Les Parties entendent promouvoir la réduction des disparités économiques et sociales au sein de l'UE élargie au moyen de mesures d'appui qu'elles conviennent d'un commun accord et qui sont conformes au Mémorandum d'entente et à son addendum, ainsi qu'au cadre conceptuel du programme de coopération helvético-roumain, tel qu'exposé à l'annexe 1 du présent Accord-cadre.

2. Le présent Accord-cadre a pour objectif de définir un ensemble de règles et de procédures applicables à la planification et à la mise en œuvre de la coopération entre les Parties.

Art. 3 Montant de la contribution

1. Aux fins de réduire les disparités économiques et sociales au sein de l'UE élargie, la Partie suisse accepte d'allouer une contribution non remboursable d'un montant maximal de 181 000 000 de francs (cent quatre-vingt-un millions de francs suisses) à la Roumanie pour une période d'engagement de cinq ans et une période de paiement de dix ans, à compter de la date d'approbation de la contribution par le Parlement suisse, soit le 7 décembre 2009 .

2. Les Parties acceptent les soumissions de propositions finales de mesures d'appui pour l'engagement de fonds jusqu'à deux mois avant l'échéance de la période d'engagement.

3. Les fonds non engagés durant la période d'engagement ne seront plus disponibles pour le programme de coopération helvético-roumain.

Art. 4 Champ d'application

Les dispositions du présent Accord-cadre s'appliquent aux mesures d'appui nationales ou transnationales financées ou cofinancées par la Partie suisse, menées avec des organismes multilatéraux et d'autres donateurs, réalisées par une agence d'exécution et convenues d'un commun accord entre les Parties.

Art. 5 Utilisation de la contribution

1. La contribution est utilisée pour financer des mesures d'appui et peut revêtir les formes suivantes:

- a) assistance financière, y compris subventions, lignes de crédit, fonds de garantie, participations au capital et à des emprunts et prêts;
- b) assistance technique.

2. La contribution est utilisée conformément aux objectifs, principes, stratégies, priorités géographiques et priorités thématiques exposés dans le cadre conceptuel à l'annexe 1.

3. Cinq pour cent de la contribution sont utilisés par la Partie suisse pour couvrir ses frais administratifs découlant du présent Accord-cadre. Ces frais comprennent, entre autres, les dépenses de personnel et les honoraires de consultants, ainsi que les dépenses d'infrastructure administrative, de missions, de suivi et d'évaluation.

4. La part de la contribution versée sous forme de subventions ne peut dépasser 60 pour cent du montant total des coûts subventionnables pour une mesure d'appui, à l'exception des mesures d'appui bénéficiant d'un financement supplémentaire sous forme de dotations budgétaires de la part d'instances nationales, régionales ou locales, auquel cas la contribution ne peut toutefois dépasser 85 pour cent du montant total des coûts subventionnables. Les mesures d'appui servant d'assistance technique ou destinées à renforcer les institutions, les mesures d'appui mises en œuvre par des organisations non gouvernementales ainsi que l'assistance financière

bénéficiant au secteur privé (lignes de crédit, fonds de garantie, participations au capital et à des emprunts) peuvent être entièrement financés par la contribution.

5. Ne sont pas subventionnables les coûts suivants: dépenses encourues par toutes les Parties avant la signature de l'accord concernant la mesure d'appui visée à l'art. 6, par. 3, intérêts sur la dette, achat de biens fonciers ou immobiliers et taxe sur la valeur ajoutée récupérable visée à l'art. 7 du présent Accord-cadre.

Art. 6 Coordination et procédures

1. Pour maximiser l'impact des mesures d'appui et éviter les doubles emplois ou les chevauchements avec les projets financés par le biais des fonds structurels ou de cohésion ou de toute autre source de financement, les Parties assurent une coordination efficace et échangent toutes les informations requises à cet effet.

2. Toute la correspondance échangée entre les Parties, y compris les rapports et les documents concernant les mesures d'appui, est rédigée en anglais.

3. Chaque mesure d'appui fait l'objet d'un accord (accord de projet, accord concernant un fond thématique, p. ex.), qui définit les termes et les conditions de l'aide allouée ainsi que les rôles et les responsabilités des Parties contractantes.

4. En principe, il incombe à la Partie roumaine d'identifier les projets qui seront financés par la contribution, tandis que la Partie suisse se charge des fonds thématiques. La Partie suisse peut également proposer à la Partie roumaine des projets à financer par la contribution, y compris des projets d'organisations multilatérales, nationales ou transnationales. Les règles et les procédures de sélection et de mise en œuvre des mesures d'appui sont définies dans les annexes du présent Accord-cadre.

5. Toutes les mesures d'appui requièrent l'approbation de la Partie roumaine et de la Partie suisse. Les Parties attachent une grande importance au suivi, à l'évaluation et à l'audit des mesures d'appui et du programme de coopération helvético-roumain dans son ensemble. La Partie suisse, ou toute tierce partie mandatée par ses soins, est habilitée à inspecter, surveiller, passer en revue, auditer et évaluer toutes les activités et procédures liées à la mise en œuvre des mesures d'appui financées par la contribution, de la manière jugée appropriée par la Partie suisse. La Partie roumaine fournit toutes les informations requises ou utiles à cette fin et prend, ou fait prendre, toutes les dispositions nécessaires au bon déroulement de tels mandats.

6. Dès l'entrée en vigueur du présent Accord-cadre, la Partie roumaine informe la Partie suisse de l'ouverture d'un compte bancaire distinct sur lequel seront versés les fonds provenant de la contribution suisse. Les intérêts nets cumulés seront communiqués chaque année à la Partie suisse. Les subventions alimentant les fonds thématiques gérés directement par un organisme intermédiaire suisse ou par une agence d'exécution, de même que les frais administratifs de la Suisse mentionnés à l'art. 5, par. 3, du présent Accord-cadre ne sont pas gérés par l'intermédiaire de ce compte.

7. Les procédures de paiement des projets et des fonds thématiques sont exposées dans l'annexe 3 et l'annexe 4 respectivement. Les procédures prévues pour le fonds d'assistance technique et le mécanisme de financement de la préparation des projets sont décrites dans l'annexe 5 .

8. Le SNC institue un comité de suivi, qui est chargé de contrôler la mise en œuvre du programme de coopération helvético-roumain.

Art. 7 Taxe sur la valeur ajoutée et autres taxes ou charges

1. La taxe sur la valeur ajoutée (TVA) est considérée comme une dépense subventionnable uniquement si son paiement incombe véritablement et définitivement à l'agence d'exécution. La TVA n'est pas considérée comme subventionnable lorsqu'elle est récupérable d'une quelconque manière, même si elle n'est en réalité pas récupérée par l'agence d'exécution ou par le destinataire final.

2. Les autres prélèvements, taxes ou charges, en particulier les taxes directes et les contributions de sécurité sociale sur les salaires et les traitements donnant droit à un financement, ne constituent des dépenses subventionnables que si leur paiement incombe véritablement et définitivement à l'agence d'exécution ou à l'organisme intermédiaire.

Art. 8 Rencontres annuelles et rapports

1. Les Parties conviennent de tenir des rencontres annuelles, afin d'assurer la bonne mise en œuvre du programme de coopération helvético-roumain. La première rencontre a lieu au plus tard 18 mois après le début de l'application du présent Accord-cadre.

2. La Partie roumaine organise les rencontres en collaboration avec la Partie suisse. Un mois avant chaque rencontre, le SNC présente un rapport annuel consolidé couvrant l'ensemble du programme de coopération helvético-roumain. Ce rapport comprend en particulier les points énumérés dans l'annexe 2 , mais ne s'y limite pas.

3. Dans les trois mois suivant le dernier versement régi par le présent Accord-cadre, la Partie roumaine soumet à la Partie suisse un rapport final évaluant la réalisation de l'objectif du présent Accord-cadre et un bilan financier final de l'utilisation de la contribution, ce bilan se fondant sur les audits financiers des mesures d'appui.

Art. 9 Autorités compétentes

1. La Partie roumaine a autorisé le Ministère des finances publiques à agir en son nom en tant que SNC pour le programme de coopération helvético-roumain. Le SNC assume la responsabilité globale pour la gestion de la contribution en Roumanie. La Partie roumaine a autorisé le Ministère des finances publiques à agir en son nom en tant qu'autorité de paiement et autorité d'audit.

2. La Partie suisse a autorisé:

- le Département fédéral des affaires étrangères, agissant par le truchement de la Direction du développement et de la coopération (DDC),
et
- le Département fédéral de l'économie, agissant par le truchement du Secrétariat d'Etat à l'économie (SECO),

à agir en son nom afin de mettre en œuvre le programme de coopération helvético-roumain.

Les mesures d'appui sont confiées à l'une ou l'autre des institutions ci-dessus en fonction de leurs domaines de compétence respectifs.

3. L'Ambassade de Suisse à Bucarest sert de point de contact au SNC pour tout ce qui concerne l'information officielle relative au programme de coopération helvético-roumain. Les échanges quotidiens entre les autorités compétentes peuvent être entretenus directement.

Art. 10 Intérêt commun

Les Parties partagent un intérêt commun à lutter contre le détournement de fonds, car il porte atteinte à la bonne gestion des affaires publiques et à l'utilisation appropriée des ressources destinées au développement et qu'il compromet la concurrence loyale et ouverte fondée sur le prix et la qualité. Elles déclarent en conséquence joindre leurs efforts pour lutter contre le détournement de fonds et affirment en particulier que quiconque demande, se fait promettre ou accepte un avantage pour agir ou omettre d'agir dans l'exécution d'un mandat ou d'un contrat attribué aux termes du présent Accord-cadre se rend coupable d'un acte illégal qui est inacceptable. Tout cas de ce genre constitue un motif suffisant pour dénoncer le présent Accord-cadre, résilier l'accord relatif à la mesure d'appui concernée, annuler la procédure d'adjudication ou les contrats en résultant, ou pour prendre toute mesure rectificative prévue par le droit applicable.

Art. 11 Dispositions finales

1. Les annexes 1 à 5 font partie intégrante du présent Accord-cadre.
2. Tout litige susceptible de résulter de l'application du présent Accord-cadre doit être réglé par la voie diplomatique.
3. Le présent Accord-cadre entre en vigueur à la date de la notification confirmant la clôture, par les deux Parties, de leurs procédures d'approbation respectives. L'accord-cadre couvre une période d'engagement de cinq ans et une période de paiement de dix ans. Il a effet jusqu'à ce que le rapport final de la Partie roumaine évaluant la réalisation de l'objectif du présent Accord-cadre soit présenté confor-

mément à l'art. 8, par. 3. La période d'engagement débute conformément à l'art. 3, par. 1. Les Parties appliquent provisoirement le présent Accord-cadre à compter de la date de sa signature.

4. Tout amendement au présent Accord-cadre requiert la forme écrite, l'accord mutuel des Parties et l'observation de leurs procédures respectives. Tout amendement aux annexes 1 à 5 du présent Accord-cadre requiert la forme écrite et l'accord mutuel des autorités compétentes mentionnées à l'art. 9.

5. Le présent Accord-cadre peut être dénoncé en tout temps par l'une des Parties moyennant un préavis écrit de six mois exposant les motifs de sa décision. Avant de prendre une telle décision, les Parties se consultent afin d'assurer que la décision en question se fonde sur des faits réels et vérifiés. En cas de dénonciation du présent Accord-cadre, ses dispositions continuent de s'appliquer aux divers accords concernant des mesures d'appui conclus avant la dénonciation. Les Parties fixent d'un commun accord toute autre conséquence de la dénonciation.

Signé à Berne, le 7 septembre 2010, en deux exemplaires authentiques rédigés en anglais.

Pour le
Conseil fédéral suisse:

Doris Leuthard
Micheline Calmy-Rey

Pour le
Gouvernement de Roumanie:

Teodor Baconschi

[Pour les textes des annexes 1 à 5, veuillez vous référer à la version authentique anglaise de l'Accord. La traduction française n'est pas fournie, conformément au paragraphe 2 de l'article 12 du règlement de l'Assemblée générale destiné à mettre en application l'Article 102 de la Charte des Nations Unies, tel qu'amendé, et à la pratique de publication partielle du Secrétariat.]

No. 48894

**Switzerland
and
Bulgaria**

Framework Agreement between the Swiss Federal Council and the Government of the Republic of Bulgaria concerning the implementation of the Swiss-Bulgarian cooperation programme to reduce economic and social disparities within the enlarged European Union (with annexes). Bern, 7 September 2010

Entry into force: *25 October 2010 by notification, in accordance with article 11*

Authentic text: *English*

Registration with the Secretariat of the United Nations: *Switzerland, 1 August 2011*

Only the authentic English text of the Agreement with Annexes 1- 5 and the French translation of the Agreement are published herein, in accordance with article 12 (2) of the General Assembly Regulations to give effect to Article 102 of the Charter of the United Nations, as amended, and the partial publication practice of the Secretariat.

**Suisse
et
Bulgarie**

Accord-cadre entre le Conseil fédéral suisse et le Gouvernement de la République de Bulgarie concernant la mise en œuvre du programme de coopération helvético-bulgare visant à réduire les disparités économiques et sociales au sein de l'Union européenne élargie (avec annexes). Berne, 7 septembre 2010

Entrée en vigueur : *25 octobre 2010 par notification, conformément à l'article 11*

Texte authentique : *anglais*

Enregistrement auprès du Secrétariat des Nations Unies : *Suisse, 1^{er} août 2011*

Seuls sont publiés ici le texte authentique anglais de l'Accord et de ses annexes 1 à 5 ainsi que la traduction en français de l'Accord, conformément au paragraphe 2 de l'article 12 du règlement de l'Assemblée générale destiné à mettre en application l'Article 102 de la Charte des Nations Unies, tel qu'amendé, et à la pratique du Secrétariat en matière de publication partielle.

FRAMEWORK AGREEMENT

BETWEEN

THE SWISS FEDERAL COUNCIL

AND

THE GOVERNMENT OF

THE REPUBLIC OF BULGARIA

CONCERNING

**THE IMPLEMENTATION OF THE SWISS-
BULGARIAN COOPERATION PROGRAMME
TO REDUCE ECONOMIC AND SOCIAL
DISPARITIES WITHIN THE ENLARGED
EUROPEAN UNION**

THE SWISS FEDERAL COUNCIL (hereinafter referred to as "Switzerland")

AND

THE GOVERNMENT OF THE REPUBLIC OF BULGARIA (hereinafter referred to as "Bulgaria")

hereinafter collectively referred to as "the Parties",

- AWARE of the importance of the enlargement of the European Union (hereinafter referred to as "EU") for stability and prosperity in Europe;
- NOTING the solidarity of Switzerland with the endeavours of the EU to reduce economic and social disparities within the EU;
- BUILDING upon the previous successful cooperation between the two countries;
- HAVING regard to the friendly relations between the two countries;
- DESIROUS of strengthening these relations and the fruitful cooperation between the two countries;
- INTENDING to promote further social and economic development in Bulgaria;
- IN VIEW of the fact that the Swiss Federal Council has expressed, in the Addendum of 25 June 2008 (hereinafter referred to as "Addendum") to the Memorandum of Understanding (hereinafter referred to as "Memorandum of Understanding") with the European Community of 27 February 2006, the intention that Switzerland shall increase its contribution of CHF 1,000,000,000 (one billion Swiss francs) to reduce economic and social disparities within the enlarged EU by an additional contribution amounting up to CHF 257,000,000 (two hundred and fifty seven million Swiss francs) to Bulgaria and Romania;

have agreed as follows:

Article 1 – Definitions

For the purpose of this Framework Agreement:

- "Contribution" means the non-reimbursable financial contribution granted by Switzerland to Bulgaria;
- "Swiss-Bulgarian Cooperation Programme" means the bilateral programme for the implementation of this Framework Agreement;
- "Supporting Measure" means a Project, a Thematic Fund, the Project Preparation Facility, the Technical Assistance Fund or other joint activities;

- "Project" means an individual project or a programme. A programme consists of several projects linked by a common theme or shared objectives;
- "Thematic Fund" means a grant-provision scheme for financing activities to address specific thematic areas or to target specific beneficiary groups;
- "Activity" means specific assistance for, inter alia, projects, scholarships, partnerships and knowledge transfer provided within a Thematic Fund;
- "Commitment" means the allocation of a certain amount of the Contribution to a Supporting Measure agreed upon by the Parties;
- "Project Agreement" means an agreement between the Parties and, if needed, additional contracting parties, on the implementation of a Project agreed upon by the Parties;
- "Thematic Fund Agreement" means an agreement between the Parties and, if needed, additional contracting parties, on the implementation of a Thematic Fund agreed upon by the Parties;
- "National Coordination Unit" (NCU) means the Bulgarian unit in charge of the coordination of the Swiss-Bulgarian Cooperation Programme;
- "Intermediate Body" means any legal public or private entity appointed by the NCU which acts under the responsibility of the NCU or which carries out duties on behalf of the NCU with regard to Executing Agencies implementing Projects;
- "Swiss Intermediate Body" means any legal public or private entity mandated by Switzerland for the management of a Thematic Fund;
- "Paying Authority" means the institution established in the Ministry of Finance ensuring on the Bulgarian side appropriate financial control of the Swiss-Bulgarian Cooperation Programme;
- "Audit Authority" means the institution established to the Minister of Finance responsible on the Bulgarian side for the control of the use of financial resources of the Swiss-Bulgarian Cooperation Programme;
- "Executing Agency" means any legal public or private entity, as well as any organisation recognised by the Parties and mandated to implement Supporting Measures;
- "Implementation Agreement" means an agreement between the NCU and/or the Intermediate Body and the Executing Agency for the implementation of a Project;
- "Mandate Agreement" means an agreement between Switzerland, the Swiss Intermediate Body and/or possibly the Executing Agency for the implementation of a Thematic Fund;

- "Project Preparation Facility" means the facility providing financial support for the preparation of the Final Project Proposals;
- "Technical Assistance Fund" means the fund set up to finance the tasks performed by the designated Bulgarian authorities additionally and exclusively for the management of the Contribution.
- "Block Grant" means a fund set up within a Thematic Fund for a clearly defined purpose, dedicated to financing small Activities in a cost-effective way.

Article 2 – Objectives

1. The Parties shall promote the reduction of economic and social disparities within the enlarged EU through Supporting Measures mutually agreed upon between the Parties and in line with the Memorandum of Understanding and its Addendum and the Conceptual Framework for the Swiss-Bulgarian Cooperation Programme as outlined in Annex 1 of this Framework Agreement.
2. The objective of this Framework Agreement is to establish a framework of rules and procedures for the planning and implementation of the cooperation between the Parties.

Article 3 – Amount of the Contribution

1. Switzerland agrees to grant a non-reimbursable Contribution towards the reduction of economic and social disparities within the enlarged EU of up to CHF 76 million (seventy-six million Swiss francs) to Bulgaria for a Commitment period of five years and a disbursement period of up to ten years, starting from the approval date of the Contribution by the Swiss Parliament, which is 7 December 2009.
2. The Parties shall accept submissions of final proposals for Supporting Measures for commitment of funds until two months before the end of the Commitment period.
3. Funds not committed during the Commitment period shall no longer be available for the Swiss-Bulgarian Cooperation Programme.

Article 4 – Scope

The provisions of this Framework Agreement shall apply to national and transnational Supporting Measures financed by Switzerland or co-financed by Switzerland with multilateral institutions and other donors, executed by an Executing Agency, mutually agreed upon by the Parties.

Article 5 – Utilisation of the Contribution

1. The Contribution shall be used to finance Supporting Measures and can take the following forms:
 - a) Financial assistance including grants, credit lines, guarantee schemes, equity participations and loans;
 - b) Technical Assistance.
2. The Contribution shall be used in line with the objectives, principles, strategies, geographic and thematic focus as outlined in the Conceptual Framework in Annex 1.
3. 5% of the Contribution shall be used by Switzerland for its administration of this Framework Agreement. This includes, *inter alia*, expenses for staff and consultants, administrative infrastructure, missions, monitoring and evaluation.
4. The Contribution, in the form of grants, may not exceed 60% of the total eligible costs of a Supporting Measure, except in the case of Supporting Measures receiving additional financing in the form of budget allocations from national, regional or local authorities, in which case the Contribution may not exceed 85% of the total eligible costs. Institution-building and technical assistance Supporting Measures, Supporting Measures implemented by non-governmental organisations as well as financial assistance benefiting the private sector (credit lines, guarantees, equity and debt participation) may be fully financed by the Contribution.
5. The following costs shall not be eligible for grant support: expenditures incurred by all parties before the signing of the Agreement for the Supporting Measure, interest on debt, the purchase of land and buildings, recoverable value added tax as specified in Article 7 of this Framework Agreement.

Article 6 – Coordination and Procedures

1. To make sure that Supporting Measures have the greatest possible impact and in order to avoid duplication and overlapping with projects financed through structural and/or cohesion funding as well as through any other funding source, the Parties shall assure effective coordination and share all information needed to that end.
2. All the correspondence exchanged between the Parties, including reports and documents related to Supporting Measures, shall be drafted in English.
3. Each Supporting Measure shall be subject to an Agreement (e.g. Project Agreement, Thematic Fund Agreement), which shall set out the terms and conditions of grant assistance as well as the roles and responsibilities of the contracting parties.
4. In general, Bulgaria is responsible for the identification of Projects to be financed by the Contribution, whereas Thematic Funds are worked out by Switzerland. Switzerland may also suggest to Bulgaria Projects to be financed

by the Contribution, including Projects of multilateral, national or transnational institutions. The rules and procedures for the selection and implementation of Supporting Measures are defined in the Annexes 1 - 5 to this Framework Agreement.

5. All Supporting Measures shall be approved by Bulgaria and Switzerland. The Parties attach high importance to the monitoring, the evaluation and the auditing of Supporting Measures, and of the entire Swiss-Bulgarian Cooperation Programme. Switzerland, or any mandated third party acting on its behalf, is entitled to visit, monitor, review, audit or evaluate all activities and procedures related to the implementation of the Supporting Measures financed by the Contribution, as deemed appropriate by Switzerland. Bulgaria shall provide all requested or useful information and shall take, or cause to be taken, all actions allowing the successful realisation of such mandates.

6. Upon entry into force of this Framework Agreement, Bulgaria shall open a separate bank account in which the funds received from the Swiss Contribution shall be deposited. The accumulated net interest shall be reported to Switzerland on an annual basis. The grants for the Thematic Funds that are managed directly by a Swiss Intermediate Body or an Executing Agency as well as the Swiss administration costs referred to in Article 5, Paragraph 3 of this Framework Agreement shall not be managed through this account.

7. Payment procedures for Projects and the Thematic Funds are outlined in Annexes 3 and 4 respectively.

8. The NCU shall establish a Monitoring Committee, which is responsible for the monitoring of the implementation of the Swiss-Bulgarian Cooperation Programme.

Article 7 – Value Added Tax and other Taxes and Charges

1. Value added tax (VAT) shall be considered eligible expenditure only if it is genuinely and definitively borne by the Executing Agency. VAT which is recoverable, by whatever means, shall not be considered eligible even if it is not actually recovered by the Executing Agency or by the final recipients.

2. Other levies, taxes or charges, in particular direct taxes and social security contributions on eligible salaries and wages, shall constitute eligible expenditure only if they are genuinely and definitively borne by the Executing Agency or by the Intermediate Body.

Article 8 – Annual Meetings and Reporting

1. The parties agree to hold Annual Meetings in order to ensure effective implementation of the Swiss-Bulgarian Cooperation Programme. The first meeting shall be held no later than 18 months after the signing of this Framework Agreement.

2. Bulgaria shall organise the meetings in cooperation with Switzerland. The NCU shall present one month before the meetings a consolidated annual report

covering the whole Swiss-Bulgarian Cooperation Programme. Its content shall include, but not be limited to, the issues listed in Annex 2.

3. Within three months after the final disbursement under this Framework Agreement, Bulgaria shall submit to Switzerland a final report assessing the accomplishment of the objectives of the Swiss-Bulgarian Cooperation Programme and a final financial statement on the use of the Contribution, based on the financial audits of the Supporting Measures.

Article 9 – Competent Authorities

1. Bulgaria has authorised the Monitoring of EU Funds Directorate, Council of Ministers, to act on its behalf as the NCU for the Swiss-Bulgarian Cooperation Programme. The NCU shall have the overall responsibility for the management of the Contribution in Bulgaria. Bulgaria has authorised the Ministry of Finance to act on its behalf as the Paying Authority and the Audit Authority.

2. Switzerland has authorised:

the Federal Department of Foreign Affairs, acting through the Swiss Agency for Development and Cooperation (SDC)

and

the Federal Department of Economic Affairs, acting through the State Secretariat for Economic Affairs (SECO)

to act on its behalf for the implementation of the Swiss-Bulgarian Cooperation Programme.

Supporting Measures are assigned to one or the other institution according to their respective fields of competence.

3. The Swiss Embassy in Sofia shall act as the contact point for the NCU with regard to official information referring to the Swiss-Bulgarian Cooperation Programme. Day-to-day communication between the competent authorities may be maintained directly.

Article 10 – Common Concern

The Parties share a common concern in the fight against corruption, which jeopardises good governance and the proper use of resources needed for development, and, in addition, endangers fair and open competition based upon price and quality. They declare, therefore, their intention to combine their efforts to fight corruption. In particular, they declare that acts of letting himself/herself be promised or accepting an advantage for acting or refraining from acting in the context of a mandate or contract within the scope of this Framework Agreement, will be considered unacceptable. Any actual case of this kind shall constitute sufficient grounds to justify the termination of this Framework Agreement, the termination of the respective Supporting Measure Agreement,

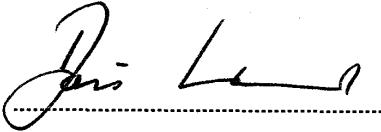
the annulment of the procurement or resulting award, or for taking any other corrective measure laid down by applicable law.

Article 11 – Final Provisions

1. Annexes 1 to 5 shall form an integral part of this Framework Agreement.
2. Any dispute which may result from the application of this Framework Agreement shall be resolved by diplomatic means.
3. This Framework Agreement shall enter into force on the date of the latter notification confirming the completion by both Parties of their respective approval procedures. This Framework Agreement covers a Commitment period of five years and a disbursement period of ten years. It applies until the final report by Bulgaria assessing the accomplishment of the objective of this Framework Agreement is submitted according to Article 8 Paragraph 3. The Commitment period shall start according to Article 3 Paragraph 1. The Parties shall apply this Framework Agreement provisionally starting on the day of its signing.
4. Any amendment to this Framework Agreement shall be made in writing with the mutual agreement of the Parties and according to their respective procedures. Any amendment to the Annexes 1 to 5 of this Framework Agreement shall be made with the mutual agreement of the Swiss competent authorities mentioned in article 9 and an authority designated by the Bulgarian government, in writing.
5. This Framework Agreement can be terminated at any time by one of the Parties upon a six-month prior written notice containing a justification. Prior to making such a decision, the Parties shall enter into a dialogue with a view to ensuring that said decision is based on accurate and correct facts. In case of said termination, the provisions of this Framework Agreement shall continue to apply to the respective Supporting Measure Agreements concluded before the termination of this Framework Agreement. The Parties shall decide by mutual agreement any other consequences of the termination.

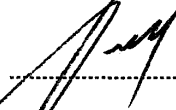
Signed at Berne on 7th September 2010, in two authentic copies in the English language.

For the Swiss
Federal Council

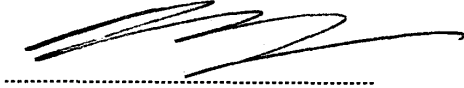


Doris Leuthard
President
of the Swiss Confederation

For the Government of the
Republic of Bulgaria



Tomislav Donchev
Minister of EU Funds
Management



Micheline Calmy-Rey
Federal Councillor
of the Swiss Confederation

Annex 1: Conceptual Framework of the Swiss-Bulgarian Cooperation Programme

Annex 1 is an integral part of the Framework Agreement between the Swiss Federal Council and the Government of the Republic of Bulgaria concerning the implementation of the Swiss-Bulgarian Cooperation Programme. Any amendment to this Annex shall be made in writing with the mutual agreement of the competent authorities mentioned in Article 9 of this Framework Agreement.

Annex 1 defines: objectives; principles; strategic direction; approaches; geographic focus; and thematic focus including indicative portfolio of Supporting Measures and indicative financial allocations.

The rules and procedures are defined: in Annex 2 for the overall Swiss-Bulgarian Cooperation Programme; in Annex 3 for Projects; in Annex 4 for Thematic Funds; in Annex 5 for the Project Preparation Facility and the Technical Assistance Fund.

1. Objectives

The Swiss-Bulgarian Cooperation Programme pursues two main objectives:

- To contribute to the reduction of economic and social disparities between Bulgaria and the more advanced countries of the enlarged European Union (EU); and/or
- To contribute within Bulgaria to the reduction of economic and social disparities between the dynamic urban centres and the structurally weak peripheral regions.

Furthermore:

- The Swiss Contribution is an important element of the bilateral relations between Switzerland and Bulgaria. The Swiss-Bulgarian Cooperation Programme shall enhance the bilateral relations in many aspects, such as providing opportunities to assert Swiss solidarity, to establish Swiss-Bulgarian institutional partnerships, to promote Swiss presence and visibility as well as to make good use of Swiss knowledge and experience.
- Supporting Measures in the Swiss-Bulgarian Cooperation Programme shall pursue a sustainable, economically and socially balanced development.

2. Principles

The Swiss-Bulgarian Cooperation Programme is guided by the following principles:

Transparency. Transparency and openness are key to all cooperation activities and are binding at all levels. Special emphasis on transparency shall be given in project and activity selection, contract awarding and financial management.

Social inclusion. Cooperation activities shall respect the need for including socially and economically disadvantaged groups in the opportunities and benefits of development.

Equal opportunities and rights. Cooperation activities shall increase women's and men's opportunities to exercise their rights equally through an age and gender-based approach.

Environmental sustainability. Cooperation activities shall respect the need to incorporate requirements of environmental sustainability.

Commitment by all actors involved. All decision-makers and entities involved in the Swiss-Bulgarian Cooperation Programme shall be committed to the efficient and effective implementation of the agreed Supporting Measures.

Subsidiarity and decentralisation. Cooperation activities shall respect the need to include considerations of subsidiarity and decentralisation primarily in Supporting Measures at the municipal and regional levels.

3. Strategic Direction

The strategic direction of the Swiss-Bulgarian Cooperation Programme is defined by two strategic lines:

- **Emphasising Swiss experience.** Switzerland gives priority to the following thematic areas: security; reforms and inclusion of vulnerable groups; environment and infrastructure; promotion of the private sector; research and scholarships. In these areas, Switzerland has extensive cooperation experience and can provide widely recognised specific knowledge and methodology.
- **Combining Bulgarian needs with specific value added by Switzerland.** Swiss support targets the specific needs of Bulgaria (demand-driven approach). Swiss support is provided in areas in which Switzerland can offer specific value added.

The strategic direction includes:

Partners and beneficiaries. The Swiss-Bulgarian Cooperation Programme shall include partners and beneficiaries, inter alia the public and private sectors, non-governmental organisations and civil society organisations.

Partnerships. Partnerships between Swiss and Bulgarian partners are an enriching element of the Swiss-Bulgarian Cooperation Programme. Cooperation and institutional partnerships are strongly encouraged, especially in focus areas in which Switzerland contributes particular experience, know-how and technologies.

Visibility. Visibility of the Swiss-Bulgarian Cooperation Programme for the Bulgarian and Swiss public is an important aspect that shall be taken into account when selecting and implementing Supporting Measures. Both Parties shall proactively inform about their cooperation.

Flexibility. Within two years after the signing of this Framework Agreement, a review shall assess thematic and geographical priorities, if the case may be, redirect the initial financial allocations as agreed, and determine the priorities for the not yet allocated part of the Contribution.

Transnational Cooperation. The Contribution may be used to finance transnational Supporting Measures. Transnational Supporting Measures are measures which are implemented in more than one country.

4. Approaches

The Swiss-Bulgarian Cooperation Programme is based on the following approaches:

Projects. Project means an individual project or programme. An important part of the Swiss Contribution is provided in the form of project and programme financing. The respective rules and procedures are laid down in Annex 3.

- An **individual project** approach shall be applied in a focus area in which stand-alone projects shall be implemented. To assure efficiency and effectiveness, the contribution for each project under the individual project approach shall represent in general a minimum amount of CHF 1 million. Higher minimal financial volumes may be agreed upon (see Chapter 6 of this Annex). In exceptional cases, the competent authorities mentioned in Article 9 of this Framework Agreement may agree on lower minimum financial volumes.
- A **programme** consists of component projects linked by a common theme or shared objectives. A programme approach shall be applied in focus areas which have several of the following characteristics: large financial commitments; linking of different levels (national, regional, local); variety of actors; contribution to policy development; significant contributions to capacity building; and application of a common set of rules and procedures. A programme approach implies a delegated authority for decision-making on component projects. A programme approach includes: an initial assessment of the focus area; the definition of objectives, guidelines and budgets; a programme implementation plan; and a monitoring, steering and evaluation concept. To assure efficiency and effectiveness, the contribution to a specific programme shall amount to a minimum of CHF 4 million.

Thematic Funds. Thematic Funds target a specific theme or a specific beneficiary group. Thematic Funds are set up to efficiently implement Activities. In general, financial volumes for each Activity are small. However, in exceptional cases, financial volumes may reach those of individual projects. A Thematic Fund is managed by a Swiss Intermediate Body and an Activity is implemented by an Executing Agency. The rules and procedures for Thematic Funds are provided in Annex 4.

Project Preparation Facility Fund. Project preparation and detailed Project planning are of paramount importance for efficiency and effectiveness in Project implementation. Preparation support may be requested by Bulgaria or recommended by Switzerland and shall be financed through the Project Preparation Facility (see Annex 5).

Technical Assistance Fund. A Technical Assistance Fund shall be established to contribute to some additional costs incurred by Bulgaria for the efficient and effective implementation of the Contribution (see Annex 5).

5. Geographical Focus

An important part of the financial resources of the Swiss-Bulgarian Cooperation Programme shall be spent in the areas with low economic and social indicators.

6. Thematic Focus, Indicative Portfolio of Supporting Measures and Indicative Financial Allocations

The following thematic focus, indicative portfolio of support measures and indicative financial allocations shall apply to the Swiss-Bulgarian Cooperation Programme:

1. Security, Stability and Support for Reforms			
N°	Focus areas	Indicative Portfolio of Supporting Measures	Indicative financial allocation
1	Security	<p>Approach: Thematic Fund</p> <p>Objective: The fund shall address Schengen related issues and contribute to enhance socially related security as well as to fight corruption and organised crime.</p> <p>Activities in the form of projects already identified:</p> <ul style="list-style-type: none"> - Schengen Issues: Development of personnel capacities and awareness raising - Tracing of stolen vehicles according to article 100 of the Schengen Convention - Exchange practice in the field of migration - Juvenile Justice / Prevention of crimes against and by children - Prevention of juvenile delinquency - Capacity building for police officers in human rights - Capacity building of forensic experts - Environmental security: capacity building of the Association of Prosecutors - Combating organized crime, trafficking of human beings and money laundering: enhance the capacity of the public prosecutors <p>Other Activities in the form of projects may be proposed by Bulgaria or by Switzerland.</p> <p>Additional information is provided in Annex 4.</p>	<p>Up to CHF 9.850 million</p>

2	<p>Reforms linked to civil society and the inclusion of Roma and other vulnerable groups</p>	<p>Approach: Thematic Funds</p> <p>Objective1: To promote civil society's contribution as important actors of development and participation. Priority shall be given to Activities of civil society/NGOs contributing primarily to the provision of social services as well as tackling environmental issues, allowing for strengthening organisational capacities (CHF 8.0 million).</p> <p>Activities in the form of projects already identified:</p> <ul style="list-style-type: none"> - Linking nature protection and sustainable rural development. <p>Activities in the form of small projects financed through a Block Grant:</p> <ul style="list-style-type: none"> - NGO Block Grant for small projects. <p>Objective 2: To promote the social inclusion of the Roma and other vulnerable groups (CHF 8.9 million).</p> <p>Activities in the form of a programme or projects already identified:</p> <ul style="list-style-type: none"> - Support the social inclusion and the effective integration of Roma and other vulnerable groups in Bulgarian society through: - Introduction of home care services in Bulgaria as a form of long-term care for older people, people with chronic diseases and people with disabilities, taking also into consideration the special needs of those from the Roma community and from other vulnerable groups. <p>Additional information is provided in Annex 4.</p>	<p>Up to CHF 16.9 million</p>
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2. Environment and Infrastructure			
N°	Focus areas	Indicative Portfolio of Supporting Measures	Indicative financial allocation
3	<p>Rehabilitation and modernisation of basic infrastructure and Improvement of the environment</p>	<p>Approach: Projects</p> <p>Objective 1 (first priority): To enhance public infrastructure in order to increase living standards and promote economic development.</p> <p>Types of eligible projects:</p> <p>Projects of a minimum value of CHF 5 million each in the fields of:</p> <ul style="list-style-type: none"> - Hazardous waste management and disposal (e.g. contaminated sites, asbestos, e-waste, chemical waste). Special consideration is given to the rehabilitation of contaminated sites. 	<p>Up to CHF 27.4 million</p>

		<ul style="list-style-type: none"> - Solid waste management: Recycling <p>Objective 2 (second priority): To improve energy efficiency and to introduce renewable energy systems.</p> <p>Types of eligible projects:</p> <p>Projects of a minimum value of CHF 3 million each in the fields of:</p> <ul style="list-style-type: none"> - Improvement of energy efficiency in public infrastructure. - Introduction of renewable energy systems (e.g. biomass, solar, geothermal) as well as related grid devices (e.g. smart grids, etc.). 	
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3. Private Sector			
N°	Focus areas	Indicative Portfolio of Supporting Measures	Indicative financial allocation
4	Improvement of the regulation of the financial sector and strengthening of financial markets and institutions	<p>Approach: Projects</p> <p>Types of eligible Projects:</p> <ul style="list-style-type: none"> - Corporate Financial Reporting (World Bank as Executing Agency): Institutional and regulatory capacity building for corporate sector financial reporting and auditing at the national level 	
		<p>Approach: Projects</p> <p>Types of eligible Projects: To contribute to the reduction of corruption and related crimes through Projects with a minimum amount of CHF 100'000 in the areas of:</p> <ul style="list-style-type: none"> - Anti-Money Laundering and Combating the Financing of Terrorism (AML/CFT) - Prevention and detection of corruption (e.g. whistle-blowing systems) - Training in the field of public procurement 	Up to CHF 1.5 million
5	Development of the private sector and promotion of exports of SMEs and / or promotion of standards	<p>Approach: Projects To increase the market shares of Bulgarian exports of goods and services where possible, taking regional disparities into account.</p> <p>Types of eligible Projects:</p> <ul style="list-style-type: none"> - Export promotion of goods and services and trade financing support <p>Cooperation Partners: ITC, UNIDO, EBRD, etc.</p> <ul style="list-style-type: none"> - Promotion of standards, norms, conformity assessments 	Up to CHF 1.5 million

		Cooperation Partners: UNIDO	
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4. Human and Social Development			
N°	Focus areas	Indicative Portfolio of Supporting Measures	Indicative financial allocation
6	Scholarships and Research	<p>Approach: Thematic Funds</p> <p>Objective 1: To enhance the academic exchange between Switzerland and Bulgaria (CHF 2 million).</p> <p>Activity: Scholarships.</p> <p>Objective 2: To promote joint Swiss Bulgarian research activities (CHF 4 million).</p> <p>Activities in the form of projects: Joint research projects.</p> <p>Additional information is provided in Annex 4.</p>	Up to CHF 6 million

5. Special Allocations		
Item	Indicative Portfolio of Supporting Measures	Indicative financial allocation
Partnership Enhancement and Expert Support	<p>Approach: Thematic Fund</p> <p>Objective 1: To promote and/or enhance institutional partnerships between Bulgarian and Swiss partners to: contribute to the solution of specific development challenges; strengthen capacities and structures of the Bulgarian institutional partners; allow to mobilise Swiss added value; contribute to the strengthening of the partnerships.</p> <p>Activities in the form of institutional partnerships already identified:</p> <ul style="list-style-type: none"> - Promotion of social dialogue and encouraging working conditions for employees. <p>Other Activities in the form of institutional partnerships may be proposed by Bulgaria or by Switzerland.</p> <p>Activities in the form of partnerships financed through a Block Grant:</p> <ul style="list-style-type: none"> - Block Grant for small joint Activities of institutional 	Up to CHF 4 million

	<p>partners. Activities shall range from CHF 10,000 to CHF 100,000 and shall be identified on the basis of a rolling call for proposals.</p> <p>Objective 2: To mobilise Swiss expertise.</p> <p>Activities in the form of short term inputs financed through a Block Grant:</p> <ul style="list-style-type: none"> - Block Grant for short term inputs of Swiss experts. Activities shall range from a few thousand Swiss Francs up to CHF 35,000 and shall be identified on the basis of a rolling call for proposals. <p>Additional information is provided in Annex 4.</p>	
Project Preparation Facility	<p>Approach: Project Preparation Facility</p> <p>Objective: To support the preparation of Final Project Proposals.</p>	Up to CHF 0.5 million
Bulgarian Technical Assistance	<p>Approach: Technical Assistance Fund</p> <p>Objective: To mobilise additional capacity for the management of the Swiss-Bulgarian Cooperation Programme including preparation, implementation, monitoring, evaluation.</p>	Up to CHF 1.05 million
Swiss Programme Management	Swiss administration of the Swiss-Bulgarian Cooperation Programme.	CHF 3.8 million

Overview of the Indicative Allocations

Funding lines	Indicative financial allocation (million CHF)
1. Security, Stability and Support for Reforms	26.75
2. Environment and Infrastructure	27.4
3. Private Sector	3
4. Human and Social Development	6
5. Special Allocations	9.35
6. Reserve	3.5
Total indicative allocations	76

The reserve of 3.5 million CHF shall be used for high-priority projects in the focus areas covered by the funding guidelines "Environment and infrastructure" and / or "Promotion of the private sector" in the Memorandum of Understanding with the European Community of 27 February 2006.

The allocation of the reserve and of unused balances of focus areas shall be done by mutual agreement (e.g. confirmed in the minutes of meetings or by correspondence) between the NCU and SDC/SECO in the course of the implementation of the Swiss-Bulgarian Cooperation Programme.

Annex 2: Rules and Procedures for the overall Swiss-Bulgarian Cooperation Programme

Annex 2 is an integral part of the Framework Agreement between the Swiss Federal Council and the Government of the Republic of Bulgaria concerning the implementation of the Swiss-Bulgarian Cooperation Programme. Any amendment to this Annex shall be made in writing with the mutual agreement of the competent authorities mentioned in Article 9 of this Framework Agreement.

Annex 2 defines the rules and procedures for the overall Swiss-Bulgarian Cooperation Programme and describes the responsibilities and tasks of the actors involved except the responsibilities and tasks related to the audits of the Thematic Funds.

Annex 1 defines the conceptual framework of the Swiss-Bulgarian Programme. The rules and procedures are defined: in Annex 3 for Projects and Programmes; in Annex 4 for Thematic Funds; in Annex 5 for the Project Preparation Facility and the Technical Assistance Fund.

1. Monitoring and Supervision

The Bulgarian authorities have the final responsibility for monitoring and supervision of the overall Swiss-Bulgarian Cooperation Programme. The monitoring and supervision of Thematic Funds shall be assured by Switzerland. The respective monitoring results shall be communicated to the Bulgarian authorities.

Guidelines for reporting, monitoring and controlling shall be provided by Switzerland one month after the signing of the Framework Agreement. These guidelines shall be taken into account in a monitoring and supervision system applied by Bulgaria.

A Monitoring Committee shall be established by the NCU not later than 3 months after the signing of this Framework Agreement. The Monitoring Committee shall provide guidance in strategic and operational issues. A transparent selection of the Committee members shall allow a balanced, complementary and diversified representation of the various interests.

The Monitoring Committee shall be composed of a maximum of 15 members representing the NCU, the Paying Authority, the Audit Authority, Intermediate Bodies, relevant ministries, relevant regional and local self-governing authorities, non-governmental organisations, as well as social and economic partners. Switzerland shall be informed about the members of the Committee. The Embassy of Switzerland shall have the possibility to participate as an observer.

The Monitoring Committee shall meet periodically, at least twice a year.

2. Reporting and Steering

In order to ensure the efficient steering of the Swiss-Bulgarian Cooperation Programme, the Parties shall meet regularly. Meetings may be requested by

Switzerland or Bulgaria. Meetings shall take place within 4 weeks of the date of the respective written request.

The main steering event is the annual meeting. The National Coordination Unit (NCU) is responsible for the organisation of the annual meeting. It shall consult the Swiss Embassy on the organisation, the contents, the agenda, the participants and other organisational and logistical matters. The minutes of the annual meeting shall be drafted by the NCU and be submitted to Switzerland for approval within 15 working days after the meeting.

The Paying Authority, the Audit Authority, Intermediate Bodies, Executing Agencies and other institutions and persons may be invited to the annual meeting whenever this is felt desirable by the NCU or by Switzerland.

The Parties may invite the Commission of the European Communities to participate as an observer.

The NCU shall prepare an annual report and transmit it to Switzerland one month prior to the annual meeting. Switzerland shall provide the NCU two months prior to the annual meeting with the part of the report covering the Thematic Funds.

The annual report shall inter alia address:

- General experience and results achieved;
- Progress made in the implementation of the Swiss-Bulgarian Cooperation Programme in relation to the Conceptual Framework;
- Status of Project implementation, including:
 - Statements on approved Projects, progress of Project identification / preparation and foreseeable commitments;
 - Statistics on tenders, contract awards and successful bidders;
 - Information about important issues with regard to particular Projects.
- Status of Thematic Funds (analogue reporting on Projects);
- Status of the Project Preparation Facility and the Technical Assistance Fund (analogue reporting on Projects);
- Overall financial statement on past and tentative future disbursements and commitments for the overall Swiss-Bulgarian Cooperation Programme;
- Problems met during the Programme's implementation;
- Summary and main conclusions of the financial audits;
- Proposals for the allocation of non-committed funds (if applicable);
- Administrative implementation and other issues;
- Communication strategy and activities to inform the public about the Swiss-Bulgarian Cooperation Programme and the implemented Supporting Measures;
- Further issues to be discussed; recommendations, next steps.

In a separate document, the NCU shall prepare:

- Annual implementation planning;
- Suggestions for amendments to the Annexes of this Framework Agreement (if needed).

Within two years after the signing of this Framework Agreement, the Parties shall review the geographic focus as well as the, if the case may be, thematic priorities, redirect the initial financial allocations as agreed, and determine the priorities for the not yet allocated part of the Contribution.

3. Compliance Assessment and System Audits

The implementation of the Swiss-Bulgarian Cooperation Programme in Bulgaria shall be subject to a compliance assessment. The compliance assessment shall examine - inter alia - the tasks and responsibilities of the Intermediate Bodies and key coordinating governmental institutions, existing structures, procedures and controls foreseen to be applied in the Swiss-Bulgarian Cooperation Programme. The exact scope of the compliance assessment shall be defined by mutual agreement between the two Parties. The compliance assessment shall be performed in accordance with the Bulgarian law. Switzerland may announce specific requirements to be taken into account.

Each year, the Audit Authority prepares an annual audit plan which includes system audits and audits of the operations approved and an annual summary of audit findings. Switzerland may announce specific requirements to be taken into account.

The compliance assessment and system audits shall be performed by the competent Bulgarian authority, the Audit of EU Funds Executive Agency to the Minister of Finance.

Reports on the compliance assessment and system audits shall be transmitted to the Swiss Embassy within two months after their completion.

4. Review and Evaluation

During implementation of the Swiss-Bulgarian Cooperation Programme, Bulgaria and/or Switzerland may request a review on, inter alia, procedures applied, actors involved and results achieved (input, output, outcome).

At the end of the Swiss-Bulgarian Cooperation Programme, Switzerland and/or Bulgaria may request a final evaluation of the entire programme. The costs will be borne by the requesting competent authority.

5. Responsibilities and Tasks

The responsibilities and tasks for the implementation of the overall Swiss-Bulgarian Cooperation Programme are as follows:

5.1 The National Coordination Unit

The NCU is responsible for ensuring that: the legal and financial framework conditions are set for the successful implementation of the Swiss-Bulgarian Cooperation Programme; the Supporting Measures are implemented in an efficient and effective way according to agreed schedules; the strategic and operational monitoring, the supervision and the steering of the overall Swiss-Bulgarian Cooperation Programme as well as the correct use of the financial resources are guaranteed; the Bulgarian public is well informed about the Swiss Contribution.

The main tasks of the NCU include:

- Ensuring the adoption of the necessary national legal documents for the implementation and monitoring of the overall Swiss-Bulgarian Cooperation Programme and for all Supporting Measures;
- Relating the Swiss Contribution to other contributions, to the National Strategic Reference Framework and to the Operational Programmes and coordinating the supporting measures financed through different sources;
- Ensuring together with the Ministry of Finance appropriate provisions in the National Budget for co-financing and safeguarding the necessary funds for claimants;
- Establishing a Monitoring Committee for the overall Swiss-Bulgarian Cooperation Programme;
- Developing a monitoring and supervision system taking into account the respective Swiss guidelines;
- Ensuring that an adequate and effective system for preventing fraud and irregularities is established for the implementation of the Swiss-Bulgarian Cooperation Programme;
- Ensuring that the compliance and system audits are carried out;
- Ensuring the building-up of the Project Portfolio according to Annexes 1 and 3, through consultation with line ministries, the organisation of calls for Project proposals, the appraisal of Project applications and the selection of Projects;
- Preparing the annual report and the annual implementation planning;
- Organising the annual meetings and other meetings requested by Switzerland and Bulgaria;
- Ensuring publicity on the Swiss Contribution.

5.2 Audit Authority

The Audit of EU Funds Executive Agency to the Minister of Finance is the Audit Authority, responsible for the compliance assessments, system audits and financial audits of the approved Supporting Measures. Its purpose is to assess the efficient and effective functioning of managerial and control systems for the implementation

of the Swiss-Bulgarian Cooperation Programme, including a system for preventing fraud and irregularities in accordance with national law.

The main tasks of the Audit Authority include:

- Ensuring an adequate regulatory framework for auditing that guarantees the required audit coverage and reporting to the Swiss authorities;
- Performing a compliance audit at the beginning of the implementation of the Swiss-Bulgarian Cooperation Programme;
- Establishing an annual audit plan, based on the risk assessment and on Switzerland's recommendations;
- Providing information about all audits related to the implementation system of the Swiss-Bulgarian Cooperation Programme as part of the yearly summary of audit reports provided by the NCU;
- Auditing the regularity of eligible expenditures based on a 5% representative sample of the operations approved;
- Ensuring efficient and prompt investigation and reporting to the NCU of any suspected and actual cases of fraud and irregularity detected during fiscal control;
- Providing assistance to auditors mandated by Switzerland;
- Verifying the periodic reports on irregularities in Supporting Measures financed by sources other than the Swiss Contribution with a view to identifying risk areas; if applicable, include measures in the audit plans for the Swiss Contribution.

5.3 Monitoring Committee

The Monitoring Committee is responsible for monitoring the implementation of the Swiss-Bulgarian Cooperation Programme.

The main tasks of the Monitoring Committee include:

- Approving the selection criteria of Projects taking into account Switzerland's comments;
- Commenting on the selection criteria for Activities applied in the Thematic Funds;
- Commenting on the documentation for calls for proposals;
- Reviewing the selection processes for Supporting Measures;
- Monitoring compliance with regulations and procedures;
- Periodically reviewing the progress in the implementation of the Supporting Measures and the achievement of their objectives;
- Monitoring the achievement of the objectives at the level of the overall Swiss-Bulgarian Cooperation Programme;

- Examining and commenting on the annual report on the implementation of the Swiss Contribution prepared by the NCU;
- Commenting on the efficiency and effectiveness of the use of the financial resources available in the framework of the Swiss Contribution.

5.4 Swiss Embassy

The Swiss Embassy in Sofia is responsible for ensuring that: the Swiss-Bulgarian Cooperation Programme is managed by the Parties in an efficient and effective manner; the required data for decision making on the Swiss side is provided; the proposed Supporting Measures take into account Swiss expectations; information about the Contribution is provided to the interested parties.

The main tasks of the Swiss Embassy include:

- Facilitating contacts, assuring the liaison and networking between partners;
- Informing and giving advice to partners on the procedures and conditions of the Contribution;
- Transmitting official information and proposals to and from the Swiss authorities;
- Explaining the Swiss position on strategic and operational issues;
- Organising, together with the NCU, missions of Swiss delegations;
- Participating in meetings on the overall Swiss-Bulgarian Cooperation Programme;
- Providing information to the general public on the Swiss-Bulgarian Cooperation Programme and the Contribution;
- Participating in the Monitoring Committee as an observer.

5.5 Swiss Agency for Development and Cooperation (SDC) and State Secretariat for Economic Affairs (SECO)

On the Swiss side, SDC and SECO are responsible for the implementation of the Swiss-Bulgarian Cooperation Programme.

The main tasks of SDC and SECO include:

- Ensuring the strategic and operational steering of the overall Swiss-Bulgarian Cooperation Programme;
- Participating in the annual meetings organised by the NCU;
- Engaging in a regular dialogue with the NCU and other partners involved on the identification and implementation of Supporting Measures as well as on the progress of the overall Swiss-Bulgarian Cooperation Programme;

- Deciding on overall Swiss-Bulgarian Cooperation Programme issues;
- Commenting on the selection criteria for Projects;
- Deciding on selection criteria for Thematic Funds;
- Exercising the right of non-objection on the documentation for calls for proposals;
- Supervising the overall development of the Swiss-Bulgarian Cooperation Programme through field visits and reviews;
- Networking with the national and international actors relevant to the implementation of the Swiss-Bulgarian Cooperation Programme;
- Administrating the Swiss-Bulgarian Cooperation Programme on the Swiss side.

SDC and SECO may delegate some of these tasks to the Swiss Embassy.

Annex 3: Rules and Procedures for Projects

Annex 3 is an integral part of this Framework Agreement between the Swiss Federal Council and the Government of the Republic of Bulgaria concerning the implementation of the Swiss-Bulgarian Cooperation Programme. Any amendment to this Annex shall be made in writing with the mutual agreement of the competent authorities mentioned in Article 9 of the main part of this Framework Agreement.

Annex 3 defines the rules and procedures for Projects. On the Swiss side, the State Secretariat for Economic Affairs (SECO) is in charge of Projects in the focus areas (3-5) defined in Annex 1 (section 6). Annex 3 defines the rules and procedures for Projects financed by SECO.

Annex 1 defines the conceptual framework of the Swiss-Bulgarian Programme. The rules and procedures are defined: in Annex 2 for the overall Swiss-Bulgarian Cooperation Programme; in Annex 4 for Thematic Funds; in Annex 5 for the Project Preparation Facility and the Technical Assistance Fund.

1. Procedures of Project Financing Requests

In principle, the financing request undergoes a two-loop approach that allows guidance early in the decision making process. In the first loop, a Project outline is submitted and a decision in principle is made. In case of a successful first loop, the second loop is initiated. In the second loop, the Final Project Proposal is submitted and a final decision is taken by Switzerland.

1.1 First loop: Application and approval procedure of the Project outline

No.	Steps	Activities and specific rules	Organisations
1.	Initiation of Project identification	Initiation in accordance with the Conceptual Framework (Annex 1, section 6) on the basis of: <ul style="list-style-type: none"> – Lists of priority Projects provided by the Bulgarian Government – A proposal by an Intermediate Body / Executing Agency – Call for proposals – A proposal by Switzerland – A proposal by an international organisation 	Responsible: NCU Involved: Intermediate Body, Executing Agency, SECO
2.	Elaboration of the Project outline	Preparation of the Project outline based on the requirements for Project outlines (cf. 1.2). This may include a request for financial support for the preparation of a Final Project Proposal through the Project Preparation Facility.	Responsible: Intermediate Body, Executing Agency

No.	Steps	Activities and specific rules	Organisations
3.	Pre-screening of the Project outline	Possibility of informal consultations with the Swiss Embassy.	Responsible: NCU
4.	Screening	Screening based on a thorough assessment of the relevance of the Project outline endorsed by the NCU, based on the Conceptual Framework, the Project selection criteria (see below) and the requirements for Project outlines (cf. 1.2).	Responsible: NCU Involved: Monitoring committee, Evaluation committee, Intermediate Body
5.	Submission of the Project outline	If accepted, submission of the Project outlines with a cover letter comprising a description of the selection process and the assessment report to the Swiss Embassy. Formal check by the Swiss Embassy and submission of the Project outline with the cover letter of the NCU and the assessment report to Switzerland.	Responsible: NCU Responsible: Swiss Embassy
6.	Final decision on Project outline	Final decision on the Project outline (including, if relevant, decision on the request for financing of Project preparation). Switzerland reserves the right to carry out its own appraisal. In principle, three categories of decision are possible: 1. approved without conditions 2. approved with conditions 3. not approved The NCU shall ensure the fulfilment of the Swiss conditions, if any. If accepted by Switzerland, request for the preparation of the Final Project Proposal (requirements specified in 2.4).	Responsible: SECO

1.2 Requirements for Project Outlines

The Project outline (approximately 5 pages) shall include all necessary information to allow a general appraisal of the proposed Project.

Item	Content
General information	Project title, planned Project duration, priority sector, location/ region, nature of the Project (for instance pilot Project etc.)
Applicant	Name and contact details; previous, relevant experience, if any; Project partners; Swiss link, if any (know-how, technology, partners or any other cooperation with Switzerland)
General context	Issue to be tackled, present situation, key socio-economic and environmental data related to the issue, attempts to solve the issue so far, other related initiatives, etc.
Project content	Description including objectives (outcome), expected results (outputs) and activities (components); beneficiaries, target group; risks and potentials; sustainability of the Project
Relevance	Contribution to the reduction of economic and social disparities within the country and/or between the country and the more advanced member states of the EU (impact - see also the set of specific objectives of Annex 1, section 3), fit within the development strategies of the country / region and chosen sector; strategy of the intervention
Prior investments	Prior investments in the same issue/sector over the past 5 years (project title, amount, source of funding)
Contribution to the enhancement of bilateral relations	Provision of opportunities to promote Swiss presence and visibility and to use Swiss experience
Project organisation	Organisational chart, responsibilities, capacity of the Executing Agency etc.
Budget	Eligible costs / non-eligible costs; own contribution, amount of grant, co-financing, EU-funding and any other financial source, etc.; cost efficiency aspects versus alternatives
Horizontal issues	Environmental, social and economical aspects of the Project, gender equality
Maturity of Project	Status of Project (in elaboration or fully prepared; possible request for financial support for preparation of the Final Project Proposal through the Project Preparation Facility)
Annexes	Additional documentation as deemed appropriate

1.3 Second loop: Application and approval procedure of the Final Project Proposal

No.	Steps	Activities and specific rules	Organisations
1.	Elaboration of the Final Project Proposal	Preparation of the Final Project Proposal based on the requirements for Final Project Proposals (cf. 1.4) and the comments of Switzerland.	Responsible: Intermediate Body, Executing Agency
2.	Screening	Screening based on a thorough assessment of the feasibility of the Final Project Proposal, endorsed by the NCU.	Responsible: NCU Involved: Intermediate Body, possibly the Evaluation committee
3.	Decision to submit the Final Project Proposal	<p>If accepted, submission of the Final Project Proposal with a cover letter taking into account the requirements for Final Project Proposals and the conditions of Switzerland, as well as the assessment report to the Swiss Embassy. It will also confirm the compliance of the Executing Agency with legal and financial obligations.</p> <p>Formal check by the Swiss Embassy and submission of the Final Project Proposal with the cover letter of the NCU and the assessment report to Switzerland.</p>	Responsible: NCU Responsible: Swiss Embassy
4.	Final decision	Final decision on the financing request by taking into account the Final Project Proposal, the cover letter of the NCU, and the Project document. Switzerland reserves the right to carry out its own appraisal.	Responsible: SECO

1.4 Requirements for Final Project Proposals

The Final Project Proposal shall provide all key information related to the implementation of the project. It shall be accompanied by all necessary documents (Project document, Logical Framework and e.g. feasibility study, environmental impact study) to allow a thorough appraisal. The Final Project Proposal (5 – 10 pages; for large infrastructure Projects 10 - 20 pages, plus annexes) shall provide adequately detailed information on inter alia:

Item	Content
Project summary (1 page)	Fact sheet: Project title, short description including objectives, budget, partners, duration
Applicant	Name and contact details; previous, relevant experience, if any; Project partners; Swiss link, if any (know-how, technology, partners or any other cooperation with Switzerland)
General context	Issue to be tackled, present situation, key socio-economic and environmental data related to the issue, attempts to solve the issue so far, other related initiatives, etc.
Project content	Description including objectives, expected outcomes / outputs (Logical Framework), activities and the respective indicators; beneficiaries, target group; risks and potentials; sustainability of the Project. Main conclusions of the feasibility study (if requested). Statement on the fulfilment of the conditions from the decision in the first loop.
Relevance	Contribution to the reduction of economic and social disparities between the country and/or the more advanced countries of the EU (see also the set of specific objectives of Annex 1, section 3); fit within the development strategies of the country/region and chosen sector; strategy of the intervention
Contribution to the enhancement of bilateral relations	Provision of opportunities to assert Swiss solidarity and promote Swiss presence and image, to valorise Swiss knowledge and reputation, as well as to create new prospect for Swiss products and services.
Project organisation	Organisational chart, responsibilities, etc.
Detailed implementation schedule	Including milestones and indicators based on which monitoring of progress will be done
Budget	Eligible costs / non-eligible costs; own contribution, amount of grant, co-financing, EU-funding and any other financial sources etc.; cost efficiency aspects
Procurement	Procurement procedures for goods and services
Development impact	Monitoring and evaluation of output/outcome/impact indicators
Horizontal issues	Environmental, social and economical aspects of the Project, gender equality
Annexes	Project document, Logframe and e.g. feasibility study, environmental impact study, permissions (if available)

2. Project Implementation Procedures

The Project implementation procedures are as follows:

No.	Steps	Activities and specific rules	Organisations
1.	Project Agreement	Preparation of the Project Agreement between Bulgaria and Switzerland.	Responsible: NCU on the Bulgarian side; SECO on the Swiss side
2.	Signing	<p>Signing of the Project Agreement. The Project Agreement can be signed by more than two contracting parties (e.g. tripartite or multipartite agreement: SDC or SECO, NCU and Intermediate Body, Executing Agency).</p> <p>Signing of the Implementation Agreement</p>	<p>Responsible: Normally the Swiss Embassy on behalf of SECO. The Bulgarian signatory or signatories shall be appointed by Bulgaria.</p> <p>Responsible: NCU</p>
3.	Procurement and award of contracts	<p>Procurement of goods and services is to be made in accordance with Bulgarian law. Confirmation of compliance with the relevant procurement rules shall be provided to Switzerland. To increase transparency and to prevent corruption, tender documents shall contain an integrity clause. All persons performing actions in connection with a tender procedure shall provide a written statement called "Impartiality clause" under the pain of penal liability for making false statements. According to the clause, persons shall be excluded from performing actions in a tender procedure if, for example, they remain in such legal or material relationship with the contractor that may raise justified doubts as to their impartiality.</p> <p>In general, for public tenders within the scope of the EU directives on public procurement (2004/17/EC and 2004/18/EC), an English translation of the official tender evaluation report shall be provided to Switzerland for information at the latest 30 calendar days after the award of contract.</p>	Responsible: NCU, Intermediate Body, Executing Agency

		<p>In addition to the above, for tenders above the threshold of CHF 500,000, Switzerland may also request a copy of the tender documents and of the contracts for information. These documents shall be submitted at the latest 20 days before the commencement of tendering and 20 calendar days after the signing of the contract, respectively.</p> <p>Furthermore, for tenders above the threshold of CHF 500,000, Switzerland may also request that an English translation of the tender documents and the draft contracts be made available to tenderers and contractors, respectively. Possible translation costs shall be borne by the Project and financed under the Contribution.</p> <p>In line with Art. 6.5 of the Framework Agreement, both Parties agree to provide all such information pertaining to the tender process and beyond the documents listed above that the other Party may reasonably request. Switzerland shall have the right to participate in the tender committee as an observer. Switzerland shall also have the right to conduct an audit of the procurement practices and procedures in general.</p> <p>In case of irregularities, wilfully or negligently caused in the framework of the tender process and/or the execution of the contract, Switzerland - after consultation with the NCU - is entitled to stop reimbursements immediately, to instruct the NCU to stop payments from the Swiss Contribution and to ask repayment of illegitimately paid reimbursements at any stage of the Project.</p>	
<p>4.</p>	<p>Controlling (Monitoring)</p>	<p>Controlling procedures are defined in the Project Agreement. Procedure description includes: periodicity of reporting, monitoring system and consultant, steering committees, time-table for operations and results, auditing, etc.</p> <p>Switzerland reserves the right to ask for or to carry out technical audits.</p>	<p>Responsible: Executing Agency</p> <p>Involved: NCU, Intermediate Body</p>

			Involved: NCU, Intermediate Body, Executing Agency, SECO
5.	Reporting	<p><u>Interim Reports</u> support Payment Claims and are therefore to be presented to Switzerland with the corresponding Reimbursement Request.</p> <p>Payment Claims comprise eligible costs incurred during a given period with copy of the invoices.</p> <p>Interim Reports cover a given period and include information on financial and physical progress, a comparison of actual with planned expenses, an update on progress status, while confirming the co-financing. Any deviation has to be justified and corrective measures suggested.</p> <p>Interim Reports are due to Switzerland at least every six months. An interim Report shall also be presented in case no Payment Claim has been made for a period exceeding 6 months.</p> <p><u>Annual Project Reports</u> have an operational part that describes the progress of the Project and includes a financial part (Financial Report) having a summary of data on financial progress for the reporting year as well as cumulative data to date. They compare actual with planned expenses and progress, based on quantified targets for output and where possible outcome indicators. Any deviation has to be justified and corrective measures suggested. The report structure shall follow the Logical Framework. It shall also contain an updated project execution schedule as well as an updated budget for the year ahead. Annual project reports are not linked to reimbursement requests.</p> <p>The <u>Project Completion Report</u> - together with the last Interim Report and the conclusions of the Final Financial Audit Report (cf. 6) - is the base for the payment of the final reimbursement. The Project Completion Report has an operational part that documents and comments the overall achievement of outputs and outcomes</p>	<p>Responsible: Executing Agency</p> <p>Involved: NCU, Intermediate Body</p>

		<p>against the original plan, the compliance with principles such as cross cutting themes and sustainability, and suggests lessons learned and conclusions. It contains a financial part (Final Financial Report) having a summary of financial data for the whole project and comparing effective with planned expenses.</p>	
6.	Audit	<p>Financial Audit at Project level:</p> <p>During implementation, financial audit(s) shall be carried out by an internal (internal audit units and controlling units of public administration institutions) or an external certified audit organisation for the Projects, as specified in the respective Project Agreement.</p> <p>The audit organisation shall carry out audits of the Projects according to the terms of reference and International Standards on Auditing (ISA). In doing so, it shall verify the correct use of funds, make recommendations to strengthen the control system and report any actual or alleged fraud or irregularity.</p> <p>The audit reports are transmitted to the NCU. The competent authorities with the full support of the Government of Bulgaria shall investigate alleged cases of fraud or irregularity. Proven cases of fraud shall be prosecuted according to existing regulations.</p> <p>In principle, a <i>Final Financial Audit</i> has to be carried out for each Project at its completion.</p> <p>For each Project lasting longer than two years and exceeding the amount of CHF 500,000, <i>Intermediary Financial Audit(s)</i> have to be additionally carried out, unless otherwise specified in the Project Agreement.</p> <p>A <i>Final Financial Report</i> and the conclusions and recommendations of the <i>Final Financial Audit Report</i> shall be presented to Switzerland by the NCU together with the Project Completion Report (cf. 5).</p>	<p>Responsible: NCU</p> <p>Involved: Internal Audit Units of the Intermediate Body, Executing Agency</p>

7.	Evaluation	After Project completion, the Parties may request an independent evaluation. The cost will be borne by the requesting Party.	Responsible: NCU or SECO
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3. Payment and Reimbursement Procedure

The National Fund Directorate within the Ministry of Finance of Bulgaria is the Paying Authority for the Contribution. In principle, all disbursements for SECO Projects shall be pre-financed out of the national budget of Bulgaria according to the national budget procedure. The Executing Agency shall submit payment claims covering all eligible expenses over the current period to the NCU, together with certified copies of all supporting documentation and the interim report. The NCU and/or the Intermediate body shall verify the completeness and certify the correctness of the submitted documents. The Paying Authority shall make payments to the Executing Agency (and/or Intermediate Body) in accordance with the Implementation Agreement. The Paying Authority shall submit the reimbursement requests to Switzerland for approval and payment.

The detailed reimbursement procedures are laid down in the Project Agreements and must, if not otherwise specified, comply with the following procedures:

No.	Steps	Activities	Organisations
1.	Issue of the original invoice	Issue the original invoice.	Responsible: Supplier of a product or service; contractor, consultant, organisation (claimant)
2.	Examination of the original invoice or a document of equivalent value and the preparation of the payment claim	<ul style="list-style-type: none"> ▪ Control the original invoice or a document of equivalent value with regard to the specifications of the Project Agreement, the Implementation Agreement, the supply / services contract and the agreed tariffs. ▪ Verify the conformity of the execution (quantity and quality) of the work, the supply of goods / services, etc., and the special conditions etc. ▪ Payment to the supplier(s) of the original invoice. ▪ Submit the payment claim and copy of the invoices, including an interim report, to the Intermediate Body/NCU. 	Responsible: Executing Agency

3.	Certification of the payment claims to the Paying Authority and pre-financing payments and Payment to the Executing Agency	<ul style="list-style-type: none"> ▪ Check the conformity of the payment claim with the Framework Agreement, the Project Agreement and the Implementation Agreement ▪ Ensure that no double-financing occurs. ▪ Verify the completeness of the documentation, i.e. copy of invoices and other accounting documents, and the relevance of the interim report. If necessary, verify the correctness of the use of funds by means of fact-finding missions. ▪ Certify the conformity and legality of the payment claims to the Paying Authority. ▪ Ensure the payment to the Executing Agency. ▪ Transmit to Switzerland a copy of the related documentation, such as interim, annual and completion reports (cp. 3.5 and 3.6), audit reports, or their consolidated summary as requested in the Project Agreement. 	Responsible: NCU and / or Intermediate Body
4.	Submission of the reimbursement request to Switzerland	<ul style="list-style-type: none"> ▪ Check the formal conformity of the payment claims, including co-financing ▪ Ensure that no double-financing occurs. ▪ Submit the reimbursement requests to Switzerland and confirm compliance with the financial stipulations of contractual agreements. 	Responsible: Paying Authority
5.	Payment by Switzerland to Bulgaria	<ul style="list-style-type: none"> ▪ Check conformity of reimbursement requests and supporting documentation. ▪ Transfer the requested amount in Swiss francs to the separate bank account. 	Responsible: SECO Involved: Paying Authority

In particular cases, other payment procedures may be defined by the Parties in the respective Project Agreements.

The final date for eligibility of costs shall be specified in the Project Agreement. It shall be 12 months after the scheduled date for Project completion, but not later than ten years after the approval of the extension of the Contribution to Bulgaria and

Romania by the Swiss Parliament according to Article 3 of the Framework Agreement. Final reimbursement requests must have been received by Switzerland not later than six months after the final date of eligibility.

In case of irregularities, wilfully or negligently, Switzerland is entitled to stop reimbursements immediately, to instruct the NCU to stop payments from the Swiss Contribution and to ask repayment of illegitimately paid reimbursements at any stage of the Project. The reasons for the respective instructions shall be communicated in writing to the NCU and other entities involved.

4. Responsibilities and Tasks

The responsibilities and tasks of the main actors are outlined below. Project Agreements will contain more detailed responsibilities and activities tailored to the individual case.

4.1 The National Coordination Unit

The NCU is responsible for the identification, planning, implementation, financial management, controlling and evaluation of Projects, as well as for the use of funds under the Contribution in accordance with the Framework Agreement. This includes responsibility to:

- Ensure the building-up of the Project Portfolio according to the Annex 1, through consultation of line ministries and the organisation of calls for Project proposals (cf. 1.1.1), as well as the appraisal of project applications and the selection by appropriate Evaluation committees;
- Transmit to Switzerland the Project proposals selected by the NCU in form of Project Outlines (cf. 1.1), including the result of assessments and decisions of the Evaluation committee;
- Supervise the timely preparation of the Final Project Proposal resulting from approved Project Outlines and assess their quality and their compliance with the conditions expressed by Switzerland after loop 1 (cf. 2.1);
- Submit to Switzerland well documented Project Financing Requests in the form of Final Project Proposals (cf. 2.4) resulting from approved Project Outlines (cf. 2.3);
- Supervise and steer the implementation of Projects in accordance with the Project Agreements and the Implementation Agreements by establishing adequate monitoring and auditing systems;
- Ensure the correct verification of the invoices or of the documents of equivalent value received from the Executing Agencies and verify the sufficiency of documentation, including through delegation of these tasks to the respective Intermediate Bodies;
- Ensure that there is no double-financing of any part of the Project by any other source of funds;

- Confirm that the co-financing part has been provided according to the Project Agreement;
- Ensure the efficient and correct use of available funds for the overall Swiss-Bulgarian Cooperation Programme;
- Verify in each Project if the value added tax (VAT) can be recovered by the Executing Agency and inform the Swiss authorities accordingly in the form of a declaration by the applicant as part of the Project documentation;
- Confirm compliance with state aid rules;
- Ensure financial control, including complete and sufficient audit trails in all involved institutions;
- Provide a yearly overall financial statement on all payments between Switzerland and the Paying Authority on one side and between the Paying Authority and all national bodies involved (e.g. NCU, Intermediate Body, Executing Agency) on the other side;
- Submit yearly a summary with conclusions and recommendations of all audit reports of the financed Projects. The NCU presents in a separate appendix all original conclusions and recommendations of the audit reports;
- Ensure the discussion of audit results with the partners involved, including Switzerland, and the implementation of the decisions made based on the audit report;
- Ensure regular reporting to Switzerland on the implementation of Projects financed by the Contribution. Any irregularities shall be reported immediately to Switzerland;
- Organise annual meetings at overall Swiss-Bulgarian Cooperation Programme level in consultation with the Swiss Embassy and present an annual report;
- Ensure reimbursement to Switzerland of unduly paid sums financed by the Contribution;
- Ensure information and publicity about the Swiss-Bulgarian Cooperation Programme;
- Ensure storing of all relevant documents relating to Projects implemented within the Swiss-Bulgarian Cooperation Programme for 7 years after the completion of Projects.

The NCU can delegate part of the tasks and responsibilities mentioned above to one or more Intermediate Bodies and Executing Agencies.

4.2 Intermediate Body

Intermediate Body means any legal public or private entity appointed by the NCU which acts under the responsibility of the NCU or which carries out duties on behalf of the NCU with regard to Executing Agencies implementing Projects.

The main tasks of the Intermediate Bodies are to:

- Call for and collect Project proposals, review compliance with the requirements for Project proposals (cf. 1) and assess the quality of applications submitted in consultations with line ministries;
- Submit Project proposals with appraisal reports to the NCU;
- Supervise and steer the implementation of Projects in accordance with the Project Agreements and the Implementation Agreements, and carry out the necessary controls;
- Ensure that there is no double-financing of any part of the Project by any other source of funds and report to the NCU;
- Verify in each Project if the value added tax (VAT) can be recovered by the Executing Agency and to inform the NCU accordingly in the form of a declaration by the applicant as part of the Project documentation;
- Confirm compliance with state aid rules and report to the NCU;
- Check the invoices or the documents of equivalent value received from the Executing Agencies, verify the authenticity and correctness of submitted documents as well as the eligibility of costs on payment claims and report to the NCU;
- Certify invoices or the documents of equivalent value and submit certified invoices or documents of equivalent value to the NCU or to the Paying Authority;
- Submit payment claims to the Paying Authority and certify their conformity and legality;
- Report to the NCU on the progress of Project implementation;
- Submit all audit reports of the financed Projects to the NCU;
- Check for irregularities and report them to the NCU;
- Ensure storage of all relevant documents related to Projects implemented within the Swiss-Bulgarian Cooperation Programme for 10 years after the completion of Projects;
- Agree to write with the Executing Agencies justified amendments to the implementation of agreed Projects within the limits defined in the respective Project Agreements;
- Monitor the achievement of objectives and results;
- Ensure the promotion of and information about the Swiss-Bulgarian Cooperation Programme and the Projects.

4.3 Executing Agency

An Executing Agency is any legal public or private entity as well as any organisation, recognised by the Parties and mandated to implement Supporting Measures.

The main tasks of the Executing Agency are i.a.:

- Implementation of Projects;
- Execution of public procurement;
- Reporting to the Intermediate Body or the NCU, based on the requirements;
- Achievements of objectives and results;
- Submit all audit reports of the financed Projects to the respective Intermediate Body or directly to the NCU.

The Project Agreement shall contain the name of the Executing Agency. Its tasks and responsibilities shall be defined in the Implementation Agreement.

4.4 Paying Authority

The Paying Authority is responsible for ensuring appropriate financial control over the use of the Swiss Contribution. It shall in particular:

- Check the conformity of payment claims with financial stipulations of contractual agreements;
- Confirm to the NCU that the co-financing part has been provided according to the Project Agreement;
- Submit the respective reimbursement requests to Switzerland;
- Keep accounts of all reimbursement requests made to Switzerland;
- Provide a yearly overall financial statement on all payments between Switzerland and the Paying Authority on one side and between the Paying Authority and all national bodies involved (e.g. NCU, Intermediate Body, Executing Agency) on the other side and report to the NCU;
- Report periodically to the NCU on financial flows;
- Reimburse to Switzerland unduly paid sums financed by the Contribution as agreed between Switzerland and the NCU.

Furthermore, the Paying Authority ensures that the usual standards and procedures valid for public funds are applied in the management of the Swiss Contribution. It verifies their application by the NCU, the Intermediate Bodies and the Executing Agencies. The Paying Authority ensures that payments are made to the claimants within the specified deadlines.

4.5 Audit Organisation

During project implementation, financial audits at project level (cf. 2.6) shall be carried out by an internal (internal audit units and controlling units of public administration institutions) or external certified (bodies from outside the public

finance sector dealing with audits) audit organisation for the Projects, as specified in the respective Project Agreement.

Additionally, the Executing Agency shall ensure a final financial audit of the Project after its completion on the basis which shall be stipulated in detail in the Project Agreement. The audit organisation shall carry out financial audits of the Projects according to the terms of references and International Standards on Auditing (ISA). In doing so, it shall verify the correct use of funds, make recommendations to strengthen the control system and report any actual or alleged fraud or irregularity.

The audit reports shall be transmitted to the NCU. The competent authorities with the full support of the Government of Bulgaria shall investigate alleged cases of fraud or irregularity. Proven cases of fraud shall be prosecuted according to existing regulations.

Costs of external financial audits are eligible for reimbursement and must be included in the Project budget.

4.6 Evaluation Committee

The NCU shall establish evaluation committees which are responsible on the Bulgarian side for the selection of Projects.

The Evaluation Committee will consist of experts appointed by Intermediate Bodies as well as representatives of social partners and NGOs as observers. The experts, as permanent members, will make a decision on the recommendation of Projects for further appraisal, while observers will check and comment for transparency and accuracy of the whole decision-making process. In case of irregularities, observers may report to the Monitoring Committee, which will undertake corrective measures.

The Evaluation committee, operating on the basis of a ranking list of the Project outlines along with proper justification provided by the Intermediate Body, takes a decision on the recommendation of particular Projects and on a particular ranking list. The Evaluation Committee acting through the Intermediate Body, introduces to the NCU the list of recommended and reserve Projects.

4.7 Swiss Embassy

On the Project level, the Swiss Embassy - in addition to the tasks described in Annex 2, section 5.4 – is responsible for:

- Contributing to the preparation and formulation of open calls;
- Participating in the assessment of Projects presented by the NCU, including pre-screening of Project Outlines;
- Assessment of Project reports (operational, financial, others);
- Participation in Project Steering Committees, if needed;
- Information and communication about Projects and their results achieved (together with the responsible institutions);

- Support for technical missions, review and evaluation missions on Project level;
- Participation in the preparation of the Project Agreement;
- Monitoring of objectives and results, including field visits and assessments.

4.8 State Secretariat for Economic Affairs (SECO)

On the Project level, the main tasks of SECO are - in addition to the tasks described in Annex 2, section 5.5 - to:

- Provide support for Project identification and preparation;
- Assess Project Outlines and Final Project Proposals;
- Decide on the financing of Projects submitted for funding;
- Assess Project reports (operational, financial, others).

5. Special Provisions for Financial Assistance

Repayments and redemptions from financial instruments benefiting the private sector (including credit lines, guarantee schemes, equity and debt participation and loans) are to be dealt with as follows:

- Provided that the contribution for financial assistance is redeemed (credit lines, equity and debt participation and loans), the value of the principal shall be transferred upon maturity to any institution aiming at the same overall objective agreed upon by the two Parties.
- The same shall apply to amounts committed as guarantees, provided that the funds have not been called upon during the life of the instrument.

The modalities, including the transfer of the ownership, shall be laid down in the respective Project Agreement or by exchange of letters.

Annex 4: Rules and Procedures for Thematic Funds and Special Projects

Annex 4 is an integral part of the Framework Agreement between the Swiss Federal Council and the Government of the Republic of Bulgaria concerning the implementation of the Swiss-Bulgarian Cooperation Programme. Any amendment to this Annex shall be made in writing with the mutual agreement of the competent authorities mentioned in Article 9 of this Framework Agreement.

Annex 4 defines for Thematic Funds and for special projects the rules and procedures as well as the responsibilities and tasks of the actors involved.

Annex 1 defines the conceptual framework of the Swiss-Bulgarian Cooperation Programme. The rules and procedures are defined: in Annex 2 for the overall Swiss-Bulgarian Cooperation Programme; in Annex 3 for Projects; in Annex 5 for the Project Preparation Facility and the Technical Assistance Fund.

A. General Provisions for Thematic Funds

1. Definition and purpose

Thematic Funds target a specific theme or a specific beneficiary group. Thematic Funds are set up to efficiently implement Activities.

An Activity is a specific assistance for, inter alia, projects, scholarships, partnerships and knowledge transfer provided within a Thematic Fund. Financial allocations for an Activity may range from a few thousand Swiss Francs up to allocations envisaged for individual projects.

A Thematic Fund is managed by a Swiss Intermediate Body and an Activity is implemented by an Executing Agency. In some cases, SDC may manage the Thematic Fund.

2. Selection of the Swiss Intermediate Body

Eligibility as Swiss Intermediate Body. The Swiss Intermediate Body shall be a public or private sector body or a non-governmental organisation. The Swiss Intermediate Body shall have strong ties to the sector in which the Thematic Fund is implemented. Due to the specific requirements in knowledge transfer, the Swiss Intermediate Body needs to be familiar with Swiss know-how and Swiss institutions working in the related thematic field.

Call for proposals. To select the Swiss Intermediate Body, SDC shall launch an open or restricted call for fund management proposals. The call shall respect Swiss and international public procurement rules. In exceptional cases, SDC shall nominate the Swiss Intermediate Body directly. The type of the selection depends on the subject matter.

The selection criteria for the Swiss Intermediate Body and the call documentation shall be worked out by SDC and submitted to the NCU for commenting. The final decision on the selection criteria and on the content of the call documentation shall be taken by SDC.

Proposal evaluation and decision. The proposal evaluation shall be done by an independent expert mandated by SDC, a member of the NCU and a member of SDC. The evaluation results shall be discussed between SDC, the NCU and – if previously agreed upon – the line ministry in charge of the subject matter. The final decision shall be taken by SDC.

Timing. Calls for proposals shall be launched within 6 months after the signing of this Framework Agreement. The final decision on the Swiss Intermediate Body shall be taken not later than 12 months after the signing of this Framework Agreement.

3. Thematic Fund Agreement

Preparation. For each Thematic Fund, the Parties shall conclude a Thematic Fund Agreement.

This agreement shall be prepared by SDC.

Content. The Thematic Fund Agreement shall include inter alia:

- Objectives of the Thematic Fund;
- Organisational structure, responsibilities and tasks;
- Thematic Fund management procedures including procedures for the assessment and selection of Activities;
- Activities already identified for implementation;
- Co-financing rules, co-financing sources and procedures;
- Implementation schedule;
- Budget and financial planning including management costs;
- Disbursement and audit procedures;
- Monitoring and steering procedures including the set-up of a steering and Activity approval committee;
- Reporting;
- Publicity.

Signing. The Thematic Fund Agreement shall be signed by the NCU, the line ministry/institution in charge of the subject matter – if previously agreed upon – and

SDC or the Swiss Embassy. The signing of the Thematic Fund Agreement is not a prerequisite for the process of selecting the Swiss Intermediate Body.

4. Mandate Agreement

SDC shall conclude with the Swiss Intermediate Body a Mandate Agreement for the implementation of a Thematic Fund. The Mandate Agreement shall take into account the provisions of the Thematic Fund Agreement and shall spell out, inter alia, procedures on Activity selection, Activity implementation, disbursements, financial audit, monitoring, steering, reporting, review and evaluation.

5. Activity selection and approval

Composition of the Activity portfolio. The Activity portfolio may include: Activities retained in this Framework Agreement; Activities proposed by Bulgaria or by Switzerland in a later stage; and Activities identified on the basis of a call.

Criteria for Activity selection. Criteria for the selection of Activities shall take into account inter alia: the common interest of the Parties; the possibility to transfer Swiss knowledge and experience; institutional partnerships between Bulgarian and Swiss actors; potential for networking; specific niches for the Swiss Contribution; innovation and visibility. The financing of equipment and/or infrastructure shall be limited to the extent to which it is required to support capacity building and institutional strengthening objectives.

Proposal and approval for Activities financed by a block grant. Activities financed by a block grant shall be submitted to the Swiss Intermediate Body. Each Activity shall be:

- assessed by the Swiss Intermediate Body;
- rejected or approved by a Steering or Selection Committee.

SDC will be represented in the Steering or Selection committee and will have the right of objection on Activity approval.

Proposal for and approval of Activities in the form of projects not financed by a block grant. Activity proposals in the form of projects not financed by a block grant shall follow a two loop approval procedure. First, the Executing Agency shall submit the project outline to the Swiss Intermediate Body. The project outline shall be:

- assessed by the Swiss Intermediate Body and agreed with the NCU;
- proposed by the Steering or Selection Committee to SDC for rejection or approval;
- rejected or approved by SDC.

Once the project outline has been approved, the Executing Agency shall submit a final project proposal with detailed and complete project documentation. The assessment and approval of the final project proposal shall follow the same procedure as applied for the project outline.

Upon request of the Executing Agency, a project preparation support may be granted. The request needs to be submitted with the project outline. SDC will be represented in the Steering or Selection committee.

Activity agreement. For each Activity, the Swiss Intermediate Body shall establish an activity agreement.

6. Flow of funds, advance payments and audits

Flow of funds. The Swiss Intermediate Body shall open a bank account. All payments of SDC shall be made directly to this bank account. All payments from the Swiss Intermediate Body directly to the Executing Agency shall be made from this bank account.

Advance Payments. SDC shall provide working capital advances to the Swiss Intermediate Body. A prerequisite for payments is the approval by SDC of respective progress reports.

Advance payments to the Executing Agencies by the Swiss Intermediate Body – in particular to non-governmental organisations and institutional partners – shall be decided on a case by case basis, depending on the financial capacity of the Executing Agency as well as on the rate of co-financing provided. Advance payments shall be proposed by the Swiss Intermediate Body and decided by SDC.

Audit. Financial audits shall be carried out by an international audit organisation as specified in the Thematic Fund Agreement. The audit reports shall be transmitted to SDC and forwarded by SDC to the NCU.

Depending on the structure of the Thematic Funds, the Audit Authority can perform specific audits, at the request of SDC or the Swiss Intermediate Body, which must nominate the public institutions to be audited and the thematic approach and objectives of the audits. Audits will be established only after projects have been approved. Moreover, the selection of projects to be audited will entirely be SDC or the Swiss Intermediate Body's decision.

Alleged cases of irregularities shall be investigated by SDC in cooperation with the NCU.

7. Monitoring, Steering and Reporting

Monitoring. Monitoring shall take place at the level of the entire Thematic Fund and at the Activity level. SDC shall ensure monitoring at the level of the entire fund. The Swiss Intermediate Body shall be responsible for monitoring at the level of the Activities.

Steering. A Steering Committee shall be established for each Thematic Fund. The Steering Committee shall provide guidance on strategic matters and shall recommend Activities for approval by SDC. Selection criteria for Activities shall be specified in the Thematic Fund Agreement.

Reporting. The reporting shall include the interim reporting as supporting evidence for the payment claims, the annual reporting and the completion reporting. On the level of the entire Thematic Fund, reporting shall be done by the Swiss Intermediate Body and shall be addressed to SDC. At the level of Activities, the Executing Agencies shall be responsible for reporting. Reports shall be addressed to the Swiss Intermediate Body.

Annual reports on Thematic Funds shall include a financial statement on commitments and disbursements. They shall be provided to the NCU two months prior to the annual meeting.

8. Eligibility of costs and co-financing

Eligible costs. Eligible costs include:

- Management and administration of the Thematic Fund;
- Contribution to the preparation of Activities by the Executing Agency;
- Activities financed by the fund;
- Financial audit;
- Review and evaluation;
- Seminars and public events e.g.; to launch the call for Activity proposals; to inform on procedures; to assess and inform on progress;
- Publicity.

Co-Financing. The co-financing rates defined in the main part of this Framework Agreement, Article 5.4 shall apply. Co-financing shall be provided as joint financing or as parallel financing.

Support by the Thematic Fund shall not replace subsidised facilities and bank loans.

9. Responsibilities and Tasks

The responsibilities and tasks for Thematic Funds are as follows:

9.1. The Swiss Agency for Development and Cooperation

SDC has the responsibility for the implementation of the Thematic Funds. The main tasks of SDC include to:

- Launching a call for proposals for Thematic Fund management by a Swiss Intermediate Body;
- Organising and participating in the evaluation of Thematic Fund management proposals;
- Discussing the evaluation with the NCU and deciding on the selection of the Swiss Intermediate Body;
- Deciding on the financing of the Thematic Fund;
- Submitting the Activity selection criteria proposed in the Project Document of the Thematic Fund to the Monitoring Committee for commenting;
- Preparing and concluding the Thematic Fund Agreement;
- Preparing the Mandate Agreement and mandating the Swiss Intermediate Body;
- Supervising the operational monitoring and the financial controlling of the Intermediate Body;
- Ensuring the steering of the Thematic Fund;
- Participating in the steering and Activity approval committee;
- Analysing the regular reporting of the Swiss Intermediate Body, discussing the reporting with the NCU and ensuring follow-up;
- Requesting immediate reporting in case of irregularities and ensuring follow-up;
- Assessing and discussing implementation progress with the NCU based on the annual reporting prepared by the Swiss Intermediate Body;
- Carrying out reviews and evaluations;
- Organising Publicity in Switzerland.

SDC may delegate a part of these tasks to the Swiss Embassy in Sofia.

9.2 The Swiss Intermediate Body

The Swiss Intermediate Body is responsible for the set-up and management of the Thematic Fund, for the build-up of the Activity portfolio, for the contracting and the supervision of the Executing Agencies, for the controlling of the Activities and for the reporting on the Thematic Fund.

The main tasks of the Swiss Intermediate Body include to:

- Drafting the Project Document of the Thematic Fund including criteria for Activity selection;
- Arranging all legal aspects required for the implementation of the Thematic Fund;
- Set-up implementation structures;
- Managing and administrating the Thematic Fund;
- Establishing the chair (if decided so by SDC and the NCU) and assuming the post of member-secretary of the Steering and Activity Approval Committee;
- Establishing an adequate financial and operational controlling system for Activity implementation;
- Calling for and/or collecting proposals for Activities, reviewing compliance with the proposal requirements and establishing selection recommendations;
- Preparing and concluding contracting arrangements with the Executing Agencies implementing the Activities;
- Applying controlling systems and intervening if required. Informing SDC on irregularities immediately;
- Reporting to SDC. Reporting includes at least one annual progress report and financial reports;
- Ensuring the financial audit of the Thematic Fund, submitting audit reports to the NCU as well as to SDC and ensuring the follow-up to audit recommendations;
- Organising publicity in Switzerland and in Bulgaria in cooperation with the NCU.

9.3 The National Coordination Unit

The NCU is responsible for the inclusion of the Thematic Fund in the portfolio of Supporting Measures and – on a general level – for the monitoring of the Thematic Fund implementation.

The main tasks of the NCU include to:

- Participating in the evaluation of proposals for the Thematic Fund management;
- Discussing the results of the proposal evaluation with SDC;
- Concluding the Thematic Fund Agreement;
- Participating in the steering and Activity approval committee;

- Monitoring the Thematic Fund implementation on a general level and provide feedback to SDC on observations;
- Commenting on the Thematic fund reporting prepared by the Swiss Intermediate Body;
- Commenting the audit reports;
- Acknowledging the payments made by SDC on the basis of financial statements submitted by SDC;
- In the event of irregularities, participating in the assessment of causes and solutions;
- Including main elements of the Thematic Fund reporting in an overall annual report on the Swiss Contribution;
- Discussing implementation progress with SDC in the annual meeting;
- Ensuring inclusion of the Thematic Fund in the publicity on the Contribution.

Responsibilities and tasks shall periodically be reviewed and amended, if needed. A first review shall take place during the first annual meeting of the Parties.

B. Specific Provisions for Thematic Funds

B.1 Security Fund

The general conditions of chapter A.1 of this Annex shall apply unless otherwise stipulated in B.1.

1. Definition and purpose

A Security Fund shall be established. The fund shall address Schengen related issues and contribute to enhancing socially related security as well as to fight against corruption and organised crime.

In well-justified cases, the Parties may agree to include Activities that are not included in the above mentioned topics.

2. Swiss Intermediate Body

SDC shall issue a call for fund management proposals or directly appoint the Fund Manager. The Swiss Intermediate Body shall have: the knowledge and experience in the field of security issues and the capacity to manage funds in trust. Due to the specific requirements in knowledge transfer, the Swiss Intermediate Body needs to be familiar with the Swiss institutions working in the thematic field of security.

3. Composition of the Activity Portfolio and Indicative Financial Allocation

Portfolio Item	Indicative Swiss Financial Allocation in CHF
Activities retained in this Framework Agreement	6,013,000
Activities proposed by Bulgaria or by Switzerland in a later stage	2,387,000
Thematic Fund management, funding of project preparation and reserve	1,450,000
Total	9,850,000

Activities retained in this Framework Agreement:

The information on project content, project partners and beneficiaries, duration and financing required is indicative. Detailed project planning may lead to adaptations of project features or may result in cancellation of entire projects.

Schengen Issues: Development of personnel capacities and awareness raising.

The project aims to develop the personnel capacities of all stake-holders (i.e. Ministry of Interior Academy, DIOPC – SIRENE, Criminal Police, Security Police, Border Police, Directorate "Migration", Directorate "Bulgarian Identity Documents", Press center and public relations) concerning Schengen topics with main focus on **SIS and SIRENE**. Activities include training workshops, study visits, e-learning software and equipment, technical equipment for SIRENE, flyers for police officers and awareness-raising materials for civil society (TV-spot, brochure, spokesperson and journalist training event). **Project partners:** the Ministry of Interior on the Bulgarian side; the Swiss Federal Police FEDPOL on the Swiss side. **Duration:** 12 to 18 months. **Financing:** Swiss Contribution: **300,000 CHF** (85%); Bulgarian co-financing provided by Mol **52,940 CHF** (15 %).

Tracing of stolen vehicles. The project shall contribute to the fulfilment of **article 100 of the Schengen Convention** concerning the tracing of stolen cars. The project shall ensure a SIS compatible information system and improved equipment of units of the Ministry of Interior. Project activities shall include capacity building, exchange of experience, provide hardware and software. The project is closely linked to the above mentioned project. **Project partners:** the Ministry of Interior on the Bulgarian side; subject matter specialists, possibly competent authorities may be included on the Swiss side. **Duration:** 2 years. **Financing:** Swiss Contribution: **800,000 CHF** (85%); Bulgarian co-financing provided by Mol **141,176 CHF** (15 %).

Exchange practice in the field of migration (legal migration and prevention of irregular migration). The project aims to improve the application of the new legislation and enhance the qualification of officials. Activities include identification of best practices in the management of migration flows, training in legal matters, exchanges of experience regarding actions of return to the country of origin and practice of voluntary

return. **Project partners:** the Ministry of Interior, the Migration Directorate on the Bulgarian side; Subject matter specialists, possibly competent authorities on the Swiss side. **Beneficiaries:** Officials in the Migration Directorate. **Duration:** 1 year. **Financing:** Swiss Contribution **160,000 CHF** (85%); Bulgarian co- financing provided by MoI: **28,230 CHF** (15%).

Juvenile Justice / Prevention of crimes against and by children. Strengthening the juvenile justice system. Activities include: reform of the legal/normative framework of the juvenile justice system; capacity building of justice officials, lawyers and prosecutors; design the setting up for the establishment of juvenile chambers within district courts; piloting juvenile courts; **Project partners:** the Ministry of Justice in cooperation with UNODC (United Nations Office on Drugs and Crime); the Judges Association; the Association of Prosecutors; the National Institute of Justice; the Bulgarian Bar Association. **Duration** 2 years. **Financing:** Swiss Contribution **850,000 CHF** (85%), Bulgarian co- financing provided by MoJ: **150,000** (15%)

Prevention of Juvenile Delinquency. The objective is prevention of crimes committed against and of children on the territory of Bulgaria and the countries in the Schengen area. Activities include: Effective international operative cooperation between the specialized law- enforcement body structures of both countries related to work with children with unlawful behavior / begging, vagrancy, pick pocketing / who are travelling abroad unaccompanied by their parents; Exchange of practices in proving the juvenile delinquency and the illegal activities of adults inducing children to such crimes abroad /traffic, labour exploitation, lack of supervision/ ; Increasing of the administrative capacity and professional skills of police officers dealing with children; Development of internet site, serving children's security with "Safe Internet" and "Parents' control" applications; Elaboration of information technology (hardware, software and organizational), serving the specialized structures of MoI dealing with children who are crime victims; Updating and enhancing the National Police Programme "Work of the police at schools"; Practical implementation of "Work with the Police at Schools" programme. **Project partners:** Ministry of Interior, Criminal Police Main Directorate, Security police Main Directorate, the Prosecution and the Ministry of Justice on the Bulgarian side; subject matter specialists, possibly competent authorities may be included on the Swiss side. **Duration:** 2 years. **Financing:** Swiss Contribution **625,000 CHF** (85%), Bulgarian co-financing provided by MoI: **110,290 CHF** (15%).

Capacity building for police officers. The project pursues two objectives: the first is to train police officers in European **human rights**. Activities include train the trainers in police schools, anchoring a human rights strategy in the curricula of the police schools, joint working groups; the second objective is specialized police training for public order police through **reality simulations**. Activities include designing a simulation area with IT support and equipping the simulation area. **Project partners:** the Academy of the Ministry of Interior, the Ministry of Justice on the Bulgarian side; subject matter specialists, possibly competent authorities may be included on the Swiss side. **Beneficiaries:** the Ministry of Interior – the Academy, the Ministry of Justice, Security Police Main Directorate. **Duration:** 2 years. **Financing:** Swiss Contribution **1,278,000 CHF** (85%); Bulgarian co- financing provided by MoI: **225,530 CHF** (15%).

Capacity building of forensic experts. Set up modern facilities, properly structured specialist training and ensure proper preparation for the practical use of modern methods and technical means for collecting and examining physical evidence.

Strengthening the capacity of the expert services of the Ministry of Interior in the process of collecting and examining material traces of crime scenes to meet the criteria for best European practices in the field of forensic examinations. **Partners:** Research Institute of Forensic sciences and Criminology (RIFSC) and Academy of Ministry of Interior (Mol). **Duration:** 18 months. **Financing:** Swiss Contribution **1,000,000 CHF** (85%), Bulgarian co-financing provided by Mol: **176,470 CHF** (15%).

Environmental security. Enhance the respect of the rule of law related to the environment. The project shall build the capacity of the Association of Prosecutors in Bulgaria as a centre of competence and professional training; it shall enhance knowledge of prosecutors to tackle cases related to environment. Activities include: Comparative analysis of legal framework at national and EU level on the roles of prosecutors related to environment; map demands of Bulgaria's prosecutors for training and know-how exchange; develop a strategy of the Association as informal capacity building arm of the Prosecution authority; equip and train the staff of the association to deliver services to its members; devise and conduct a training curricula; develop networking among prosecutors, raise public awareness for the work of the prosecutors. **Project partner:** Association of Prosecutors in Bulgaria under the auspices of the General Prosecutor; subject matter specialists, possibly competent authorities may be included on the Swiss side. **Duration:** 30 months **Financing:** Swiss Contribution **180,000 CHF** (85%). Bulgarian co-financing provided by the Association of Prosecutors **31,760 CHF** (15%).

Combating organized crime, trafficking of human beings and money laundering. The project shall enhance the capacity of the public prosecutors in the field of fighting organised crime and supporting the ongoing reform of the Judiciary. It will be achieved by: examining the best practices of Switzerland and some of the member states and adopting the highest standards of EU in fighting organised crime; creating national mechanisms for coordination of the activities among the competent authorities - Ministry of Finance, Mol and National Assets Recovery Commission, State Agency for National Security etc.; Training of specialised investigation teams of prosecutors, investigators and policeman in fighting organised crime and trafficking of human beings; Creating of a specialised prosecutors unit for tracing, seizure and confiscation of proceeds of crime and prosecution of money laundering abroad. Main activities: review, analysis and examination of the legal environment in EU and development of a Catalogue of recommendations and instructions for prosecutors; Training seminars and training visits; Involvement of foreign experts, specialists in combating organised crime, money laundering and human trafficking. **Project partner:** Bulgarian Prosecutors Service and the Supreme Cassation Prosecutors' Office on the Bulgarian side; subject matter specialists, possibly competent authorities may be included on the Swiss side **Duration:** 3 years **Financing:** Swiss Contribution **820,000 CHF** (85%); Bulgarian co-financing provided by Bulgarian Prosecutors Service: **144,700 CHF** (15%).

Activities proposed by Bulgaria or by Switzerland in a later stage:

A conceptual frame for project identification and selection shall be proposed by the Swiss Intermediate Body. Activities proposed by Bulgaria or by Switzerland shall be within this conceptual frame. The conceptual frame could inter alia address:

- Prevention of and combat against Human Trafficking;
- Supporting measures for the Bulgarian Border Police.

4. Steering Committee

A Steering Committee shall be established and shall be composed of representatives of MOI, MOJ, Prosecutors' Office, the NCU, SDC, the Swiss Intermediate Body and possibly civil society. It shall meet at least twice a year.

The lead of the Steering Committee shall be assured by the Swiss Intermediate Body which shall also act as member secretary of the Steering Committee.

B.2 Reform Fund linked to Civil Society Participation

The general conditions of chapter A.1 of this Annex shall apply unless otherwise stipulated in B.2.

1. Definition and purpose

A Reform Fund shall be established with the objective of promoting the civil society's contribution as important actors of development and participation. Priority shall be given to Activities of the civil society organisations/NGOs contributing primarily to the provision of social services as well as tackling environmental issues, allowing for strengthening organisational capacities.

In well-justified cases, the Parties may agree to include Activities that are not included in the Priority mentioned above.

2. Swiss Intermediate Body

SDC shall launch a call for fund management proposals. The Intermediate Body shall have: the knowledge and experience required in the field of environmental and social services; the qualification to support NGOs in their development; and the capacity to managed funds in trust. Due to the specific requirements in knowledge transfer, the Swiss Intermediate Body needs to be familiar with the Swiss know-how and Swiss civil society organisations.

3. Composition of the Activity Portfolio and Indicative Financial Allocation

Portfolio Item	Indicative Swiss Financial Allocation in CHF
Activities retained in this Framework Agreement	4,200,000
Activities identified on the basis of a call procedures (block grant)	3,000,000
Thematic Fund management, funding of project preparation and reserve	800,000
Total	8,000,000

Activities retained in this Framework Agreement:

Activities have been retained in this Framework Agreement that contribute to enhancing the **sustainable development** of areas with high ecological value, that benefit from the strong **commitment of Swiss environmental NGOs** in knowledge transfer and strengthening Bulgarian partners in the field of integrated management of natural resources, that can mobilise **substantial co-financing** and correspond to Bulgarian and Swiss priorities.

The information on the project content, project partners and beneficiaries, duration and financing required is indicative. Detailed project planning may lead to adaptations of project features or may result in the cancellation of the entire project.

Linking nature protection and sustainable rural development: The project aims to link biodiversity conservation and sustainable rural income generation, by harnessing both market mechanisms and public programmes and thereby to increase public awareness and acceptance for conservation. The project shall support measures: 1) to improve and demonstrate efficient management of protected areas and develop mechanisms to remunerate nature protection services 2) to develop sustainable income generation through environment-friendly products and services, as well as 3) to improve attractiveness of rural areas, both for local residents and visitors. **Project partners include:** on the Bulgarian side: BBF - Bulgarian Biodiversity Foundation, BIOSELENA - Foundation for Organic Agriculture, BSPB - BirdLife Bulgaria - Bulgarian Society for the Protection of Birds; on the Swiss side: Agridea - Swiss Association for developing agriculture and rural areas, SVS - Birdlife Suisse - Swiss Association for the protection of Birds, Pro Natura - Swiss League for Nature Protection (Friends of the Earth Switzerland), Redd - Réseau Echanges Développement Durable, SAVE Foundation Switzerland (Project Office). **Beneficiaries:** Population living in rural areas, environmental NGOs. **Duration:** 4 - 5 years. **Financing:** Swiss Contribution: **approx. CHF 4.2 million** . Co-financing amounting to min. 10% provided by the project partners.

Activities identified on the basis of a call procedure:

Block Grant for the financing of small Activities of the civil society organisations/NGOs. The Priority shall be given to Activities in the field of environment

protection and social issues (e.g. child care, elderly, and people with addiction problems). Activities will be favoured that have the potential to strengthen the Bulgarian NGOs and to enable its active participation in policy processes both as the voice of civil society and as a service provider. The Activities shall be selected after calls for project proposals. The costs of Activities shall range from CHF 10,000 to 250,000. A Selection Committee shall be established with representatives of the civil society, the NCU, and SDC. **Project partners on the Bulgarian side:** non-profit organisations with a legal status in Bulgaria, which are independent of government and other public authorities as well as of political parties or commercial organisations and independent organisations with specific legal status (National Red Cross Societies, etc.). **Project partners on the Swiss side:** NGOs that cooperate with Bulgarian partners. **Duration:** 4 years. **Financing:** Swiss Contribution: **approx. CHF 3.0 million;** Bulgaria may co-finance the Block Grant with 15%. The NGOs shall provide 10% of activity cost.

4. Steering Committee

A Steering Committee shall be established and shall be composed of representatives of the Ministry of Environment and Water, the Ministry of Agriculture and Food; the Ministry of Labour and Social Policy, civil society representatives, the NCU, SDC and the Swiss Intermediate Body. It shall meet at least twice a year. The lead of the Steering Committee shall be assured by the Swiss Intermediate Body which will also act as the secretary of the Steering Committee.

B.3 Reform Fund linked to the Inclusion of Roma and other vulnerable groups

The general conditions of chapter A.1 of this Annex shall apply unless otherwise stipulated in B.3.

1. Definition and purpose

A Fund shall be established with the objective of promoting social inclusion of the Roma and other vulnerable groups.

2. Swiss Intermediate Body

SDC shall be responsible for the management, steering and supervision of the Fund. SDC may delegate some functions to a Swiss Intermediate Body to be selected through a call for proposals. The Swiss Intermediate Body shall have: the knowledge and experience to develop support policies, concepts and strategies for Roma and other minorities and vulnerable groups; the qualification to assess, supervise and steer Activities in favour of Roma and other minorities and vulnerable groups and the capacity to manage funds in trust.

3. Composition of the Activity Portfolio and Indicative Financial Allocation

Portfolio Item	Indicative Swiss Financial Allocation in CHF
Promotion of social inclusion of the Roma and other vulnerable groups	6,300,000
Home cares services	1,900,000
Thematic Fund management, funding of project preparation and reserve	700,000
Total	8,900,000

Activities retained in this Framework Agreement:

Promotion of social inclusion of the Roma and other vulnerable groups

Two strategic lines shall be pursued:

Line 1: Improvement of living conditions through: improved access to services; and improved access to rights.

Line 2: Empowerment and awareness through strengthened Roma cultural integration and identity (Roma as target group), improved acceptance (majority and Roma as target groups) and enhanced Roma participation in decision making / policy institutions (majority and Roma as target groups).

For Line 1: priority shall be given to support integrated services and activities in the field of health for children and women as well as education for children, including parental capacity. The programme shall combine both health (health awareness and access to medical services in communities) and education (pre-schooling and out-of-class) activities in an integrated manner, meaning that activities shall be coordinated and coherent, implemented in the same territory and managed by a multidisciplinary team.

The programme implementation shall involve local stakeholders including governmental and non-governmental institutions such as mobile medical units, health mediators, local health institutions including General Practitioners (GPs) and medical centres, schools, kindergartens, chitalishte, NGOs and other existing health and educational bodies. Services shall be provided in an equal manner pursuing an integrated policy approach in a way that benefits especially Roma children and women.

Focus shall be given on activities with direct impact on individual / household level. Geographical focussing shall prioritise regions with: high Roma population; high school drop-out rates; high unemployment and precarious housing situations. Envisaged is the implementation of a pilot / model project followed by two to three larger projects. Projects shall be selected based on an assessment of the local situation or on a call for proposals within a specific prioritised region.

Selection criteria shall include socio-economic indicators of the target area, quality and relevance of the project proposal, coherence of the partnership and capacity of the members, contribution in cash and in kind. The Programme is to be implemented by SDC in cooperation with Bulgarian governmental and non-governmental institutions including the Centre of Educational Integration of Children and Students of Ethnic Minorities (CEICSEM), the Ministry of Health, the Ministry of Education, Youth and Science, the Ministry of Labour and Social Policy, and the National Council for Cooperation on Ethnical Demographic Issues at the Council of Ministers with the support of the decentralised health and education Directorates, the network of the health mediators, Bulgarian NGOs working in the fields of health and education, the chitalishte.

The operational management of the programme will be preferably carried out by a Project Management Unit (PMU) hosted by one of the partner ministries or when more appropriate by a consortium of NGOs selected by SDC. The host location of the PMU will be selected by SDC on the basis of the proposals made by the Bulgarian partners. The PMU is a separate unit of staff recruited with the involvement of SDC and including SDC staff particularly for the implementation of the programme. It will deal with the direct management of the programme, definition of terms of references, award of mandates to consultants and other implementing organisations, execution of calls, monitoring of the programme activities, overall management of the fund including operating payments.

The strategic management of the programme will be carried out by the Steering Committee set up for the Reform Fund linked to the Inclusion of Roma and other vulnerable groups (see section 4 below).

Project partners: For each project, a local partnership shall be formed. The partnerships may include social subsidiaries of state institutions operating in the health and educational sectors, local social, health and educational service providers, community based organisations such as chitalishte and NGOs, local and regional authorities and others. Each partnership shall implement a geographically focused project. **Beneficiaries:** Roma, other minorities, vulnerable groups of non-minorities. **Phasing:** The projects may start with a pilot phase followed by a scaling-up phase. **Duration:** Pilot phase 2 years; scaling-up 3-5 years. **Financing:** Swiss Contribution CHF 5,800,000. Co-financing to be provided by the Ministry of Health, the Ministry of Labour and Social Policy, as well as the project partners: for NGOs 10%, for all other project partners 15%. **Control and monitoring:** The programme will be operationally monitored by the PMU and will be supported by regular backstopping and assessment activities carried out by SDC.

For Line 2, priority shall be given to the promotion of Roma role models and leadership (leaders, successful careers, support for access to higher education, etc.) as well as to Media campaigns. **Project partners:** Bulgarian-Swiss partnerships. **Duration:** 4-5 years. **Financing:** Swiss Contribution CHF 500,000.-; co-financing provided by the project partners: for NGOs 10%, for all other project partners 15%.

Home Care Services

The project aims to introduce home care services in Bulgaria as a form of long-term care for older people, people with chronic diseases and people with disabilities, taking also into consideration the special needs of those from the Roma community and from other vulnerable groups. The project shall establish Home Care Centres in three to five municipalities within a region with poor socio-economic indicators and high Roma population. It shall improve and keep the health, economic and social-well being of older, chronically- ill and disable people through direct service provision at their homes thus ensuring their independent living and social inclusion. The project will eventually propose legislative changes to ensure institutional and financial sustainability of home care in health insurance packages to be financed by the National Health Insurance Fund (NHIF) and/or voluntary health funds.

Project partners: On the Bulgarian side the Ministry of Health (possible leader), the Ministry of Labour and Social Policy, the Bulgarian Red Cross. On the Swiss side possibly subject matter specialists and institutions with specific know-how and experiences. **Duration:** 3-4 years.

Financing: Swiss Contribution **CHF 1,900,000**; co-financing provided by the partners: for NGOs 10%, for all other project partners 15%.

4. Steering Committee

A Steering Committee shall be established and may include representatives of the Ministry of Health, the Ministry of Labour and Social Policy, the Ministry of Education, Youth and Science, the National Council for Cooperation on Ethnical Demographic Issues at the Council of Ministers, the National Association of Municipalities in the Republic of Bulgaria (NAMRB), civil society representatives, the NCU, SDC and if need be the Swiss Intermediate Body. It shall meet at least 2 times per year. The lead of the Steering Committee shall be assured by SDC which may delegate this function to a Swiss Intermediate Body. The Swiss Intermediate Body may act as secretary of the Steering Committee.

B.4 Scholarship Fund

The general conditions of chapter A.1 of this Annex shall apply unless otherwise stipulated in B.4.

1. Definition and purpose

A Scholarship Fund shall be established that allows Bulgarian students and researchers from higher educational and research institutions to join the Scientific Exchange Programme between Switzerland and the New Member States of the European Union.

The Scientific Exchange Programme (Sciex-NMS^{ch}) aims to contribute to the reduction of economic and social disparities in the enlarged European Union through fostering the

scientific capacities of researchers in the new EU member states and promoting sustainable research partnerships between the new EU member states and Switzerland.

The main goal of the programme is to establish scientific partnerships, which i) develop individual researchers' capacities (human capital), ii) foster scientific progress and innovation (scientific prospects); and iii) establish or enhance networks between researchers (networking) through the provision of research scholarships and short term research visits.

2. Swiss Intermediate Body and Coordination Body for the Scholarship Fund

On the Swiss side, the mandate awarded by SDC to the Rectors' Conference of the Swiss Universities (CRUS) as the Swiss Intermediate Body for the management of the Scholarship Fund with eight new EU member states shall be extended to the Fund with Bulgaria.

On the Bulgarian side, coordination activities within the Scholarship Fund shall be supported by a Coordination Body within the Ministry of Education, Youth and Science. The activities of this Coordination Body shall be considered as the Bulgarian co-financing.

The financing provided by the Swiss Contribution shall be transferred directly to the beneficiaries via CRUS and the Swiss host institutions.

3. Composition of the Activity Portfolio and Indicative Financial Allocation

Portfolio Item	Indicative Swiss Financial Allocation in CHF
Scholarships	1,800,000
Thematic Fund management, funding of project preparation and reserve	200,000
Total	2,000,000

4. Scholarship Fund Agreement

The Scholarship Fund Agreement shall be prepared by SDC. It shall be signed by the NCU on the Bulgarian side and by the SDC on the Swiss side.

A separate Memorandum of Understanding (MoU) will be concluded between the Bulgarian Coordination Body and CRUS. The MoU details the coordination arrangements, scoring mechanism and assessment criteria, planning of calls and

timing, reporting and monitoring arrangements as well as information and communication arrangements.

5. Steering Committee

The Steering Committee of the SciexNMS^{ch} Programme is responsible for the general operational decisions of the programme. It also discusses and approves proposed scholarships.

The Steering Committee is composed of the Swiss research stakeholders, i.e. delegated representatives of the following organisations: CRUS (1 member as President of the Steering Committee); State Secretariat for Education and Research (1 member ESKAS); the Swiss National Science Foundation (1 member career development, 1 member international cooperation); Swiss cantonal universities and Swiss Federal Institutes of Technology (1 member elected by CRUS); Swiss Universities of Applied Sciences (1 member elected by KFH); ETH-Domain (1 member elected by ETH-Rat); Bridge to the Research Institutions outside the university sector (1 member elected by SER) as well as SDC (1 member).

The Bulgarian side has the right of up to two observers.

B.5 Research Fund

The general conditions of chapter A.1 of this Annex shall apply unless otherwise stipulated in B.5.

1. Definition and purpose of the Research Fund

A Research Fund shall be established with the purpose to promote joint Bulgarian-Swiss research.

2. Swiss Intermediate Body and Coordination Body for the Research Fund

SDC shall directly appoint the [Swiss National Science Foundation and the Bulgarian Scientific Research Department of the Ministry of Education and Science] as the Swiss Intermediate Body. The Swiss Intermediate Body shall have the knowledge and experience in promoting research and the capacity to manage funds in trust.

3. Composition of the Activity Portfolio and Indicative Financial Allocation in the Research Fund

Portfolio Item	Indicative Swiss Financial Allocation in CHF
Joint research projects	3,300,000
Thematic Fund management, funding of project preparation and reserve	700,000
Total	4,000,000

Joint Research Projects (JRP). Joint Research Projects (JRP) shall be implemented by Bulgarian and Swiss research institutions. JRP shall enable Bulgarian and Swiss scientists to engage in joint research activities. Priority shall be given to the following research topics: Social sciences and natural sciences. Research projects with a budget of up to CHF 400'000 shall be identified on the basis of an open call for proposals. **Beneficiaries:** Researchers and academic institutions in Bulgaria and in Switzerland. **Financing:** Swiss Contribution: **CHF 4 million**; Bulgarian co-financing provided by the Ministry of Education and Science for participating public research and academic institutions: 15%.

4. Selection Committee

A joint project Selection Committee shall be established and shall be co-chaired by a representative of the Bulgarian and of the Swiss side. The Swiss Intermediate Body may act as member secretary of the Selection Committee.

B.6 Partnership and Expert Fund

The general conditions of chapter A.1 of this Annex shall apply unless otherwise stipulated in B.6.

1. Definition and purpose

A Partnership and Expert Fund shall be established with two objectives:

- To promote and/or enhance institutional partnerships between Bulgarian and Swiss partners in order to contribute to the solution of specific development challenges, strengthen capacities and structures of the Bulgarian institutional partners, benefit from Swiss added value, and contribute to the strengthening of the partnerships.
- To mobilise Swiss expertise.

Institutional partnerships. Priority shall be given to institutional partnerships between Bulgarian and Swiss non-profit organisations, territorial entities and social partners that address development challenges.

Mobilisation of expertise. Expertise shall primarily be mobilised through short term inputs by Swiss experts. These inputs shall be provided to non-profit institutions and public organisations.

2. Swiss Intermediate Body

SDC shall launch an open call for fund management proposals. The Swiss Intermediate Body shall have: the qualification to support the development of Bulgarian-Swiss partnerships; the know-how to mobilise short-term expert inputs from Switzerland; and the capacity to manage funds in trust.

3. Composition of the Activity Portfolio and Indicative Financial Allocation

Portfolio Item	Indicative Swiss Financial Allocation in CHF
Activities retained in this Framework Agreement	600,000
Activities identified on the basis of a call procedures (block grant)	2,200,000
Short term expert inputs	600,000
Thematic Fund management, funding of project preparation and reserve	600,000
Total	4,000,000

Financial allocations are indicative. The NCU and SDC may jointly decide to adapt allocation between portfolio items.

Activities retained in this Framework Agreement:

The information on the content, partners and beneficiaries, duration and financing required is indicative. Detailed planning may lead to adaptations of cooperation features or may result in the cancellation of entire Activities.

Promotion of social dialogue and better working conditions for employees: The institutional partnership aims at improving the working conditions of employees e.g. by: 1) strengthening socially responsible behaviour of business organisations in connection with the Strategy for Corporate Social Responsibility 2009-2013; 2) the elaboration of information system for collective labour agreements by sectors and relevant data on wages and implementation of collective labour agreements; 3) the development of paritarian funds with special focus on vocational training, health and safety, and enforcement of collective agreements. **Project partners include:** on the Bulgarian side: the Ministry of Labour and Social Policy, the National Institute for Conciliation and Arbitration, regional and national unions, employers organisations, etc. On the Swiss side: Swiss Labour Assistance (SLA), others. **Duration:** 3 to 4 years. **Financing:** Swiss

Contribution: **CHF 600,000**; co-financing provided by the project partners: for NGOs 10%, for all other project partners 15%.

Activities identified on the basis of a call procedure:

Block Grant for the financing of joint Activities of institutional partnerships. The Block Grant aims to promote and/or enhance institutional partnerships between Swiss and Bulgarian partners. The costs of the Activities shall range generally from CHF 10,000 to CHF 100,000. Exception is granted for maximum of 3 Activities ranging up to CHF 250,000. Activities shall be identified on the basis of a rolling call for proposals. A Selection Committee shall be established and may include representatives of associations of Bulgarian Municipalities, civil society, the NCU, and SDC. **Partners on the Bulgarian side:** non-profit organisations with a legal status in Bulgaria such as non-governmental organisations, networks, associations, federations, think tanks, educational institutions, cultural institutions; territorial entities such as regions, cities and municipalities; social partners i.e. nationally recognised and representative trade unions and employers' organisations. **Partners on the Swiss side:** Institutional partner that cooperate with their Bulgarian partners. **Duration:** 4 years. **Financing:** Swiss Contribution: **CHF 2.2 million**; co-financing provided by the institutional partners: for NGOs 10%, for all other project partners 15%.

Block Grant for the financing of short term inputs of Swiss experts. The Block Grant aims to mobilise highly-qualified Swiss experts. Requests for financing of experts can be submitted any time during a given time period (rolling call). Activity costs shall range from a few thousand Swiss Francs up to CHF 35,000.-. In well-justified cases, the upper limit may be slightly increased. The NCU and SDC shall jointly approve the activity proposals made by the Swiss Intermediate Body.

Eligible applicants for expert support include governmental organisations and non-profit organisations with a legal status in Bulgaria. **Duration:** 4 years. **Financing:** Swiss Contribution: **CHF 600,000.-**. Bulgarian co-financing (e.g. local transportation, interpretation) provided by the beneficiary of the expert input.

4. Steering Committee

A Steering Committee shall be established and shall be composed of representatives of Bulgarian municipality associations, civil society representatives, the NCU, SDC and the Intermediate Body. It shall meet at least twice a year. The lead of the steering shall be assured by the Swiss Intermediate Body, which shall act as the secretary of the Steering Committee.

Annex 5: Rules and Procedures for the Project Preparation Facility and the Technical Assistance Fund

Annex 5 is an integral part of the Framework Agreement between the Swiss Federal Council and the Government of the Republic of Bulgaria concerning the implementation of the Swiss-Bulgarian Cooperation Programme. Any amendment to this Annex shall be made in writing with the mutual agreement of the competent authorities mentioned in Article 9 of the main part of this Framework Agreement.

Annex 5 defines the rules and procedures for the Project Preparation Facility and the Technical Assistance Fund.

Annex 1 defines the conceptual framework of the Swiss-Bulgarian Programme. The rules and procedures are defined: in Annex 2 for the overall Swiss-Bulgarian Cooperation Programme; in Annex 3 for Projects and Programmes; in Annex 4 for Thematic Funds.

A. Project Preparation Facility

1. Definition and purpose

The "Project Preparation Facility" provides financial support for the preparation of the Final Project Proposals (e.g. feasibility studies, environmental impact assessments, etc.).

2. Request and approval procedures

A request for financial support within the Project Preparation Facility must be part of the Project Outline (cf. Annex 3, Chapter 1.2).

SECO shall assess whether the requested assistance for project preparation is suitable for financial support.

The decision on the provision for financial support for the project preparation is part of the final decision by Switzerland on the Project outline.

3. Management of the Project Preparation Facility

Project Preparation Facility is managed by the NCU.

4. Project Preparation Facility Agreement

The Project Preparation Facility Agreement shall be prepared and signed by the NCU on the Bulgarian side and by SECO on the Swiss side. The content of the Project Preparation Facility Agreement shall include inter alia:

- Objectives of the Project Preparation Facility;
- Roles and responsibilities;
- Detailed listing of costs eligible for financing;
- Co-financing;
- Audit procedures, monitoring and reporting.

5. Co-financing

Financial means provided by the Project Preparation Facility require a minimum co-financing of 15% by the recipient or any third party. The co-financing rate shall be determined on a case-by-case basis.

B. Technical Assistance Fund

1. Definition and purpose

A Technical Assistance Fund may be established to contribute to some additional costs incurred by Bulgaria for the efficient and effective implementation of the Contribution.

2. Eligible costs

Costs incurred by the Bulgarian authorities for the management, implementation, monitoring and control of the Contribution are in general not eligible for financing. However, some costs incurred by the Bulgarian authorities for tasks performed additionally and exclusively for the implementation of the Contribution are eligible for financing, if they belong to one of the following categories:

- a) Costs of annual meetings, monitoring and of the project selection committees for the Swiss-Bulgarian Cooperation Programme;
- b) Training for potential Executing Agencies with the objective to prepare them for the Swiss-Bulgarian Cooperation Programme;
- c) Hiring of consultants for the elaboration of procedures and guidelines to implement the Swiss contribution;

- d) Hiring of consultants and experts for the identification and/or review of Project proposals addressed to the NCU and the preparation of financing requests to Switzerland;
- e) Hiring of consultants and experts for the monitoring, auditing and for the review of Supporting Measures financed by the Contribution and of the overall Swiss-Bulgarian Cooperation Programme;
- f) Audits and on the spot checks of operations related to the Contribution, where this relates to activities above and beyond the normal obligations of Bulgaria;
- g) Publicity measures related to the Contribution;
- h) Costs for the participation in meetings with Swiss authorities held outside of Bulgaria;
- i) Translation costs of the NCU and Intermediate Bodies at the level of the management of the Swiss Contribution;
- j) Additional equipment, including software, specifically procured for the implementation of the Contribution.

Costs incurred by the Bulgarian authorities for the management, implementation, monitoring and control of the Contribution are eligible, if:

- No other source of financing is available;
- A detailed assessment of staff requirements is available and agreed upon by the Parties;
- The financing of this staff is crucial for the efficient implementation of the Swiss Contribution;
- The amount of financing this staff is not exceeding the Bulgarian co-financing of the Technical Assistance Fund.

3. Management of the Technical Assistance Fund

The Technical Assistance Fund is managed by the NCU.

4. Technical Assistance Fund Agreement

The Technical Assistance Fund Agreement shall be prepared and signed by the NCU on the Bulgarian side and by SDC / SECO on the Swiss side. The content of the Technical Assistance Fund Agreement shall include inter alia:

- Objectives of the Technical Assistance Fund;

- Detailed listing of costs eligible for financing;
- Organisational structure, roles and responsibilities;
- Procedures;
- Budget and financial planning;
- Audit procedures;
- Monitoring and steering;
- Reporting.

Accord-cadre

entre le Conseil fédéral suisse et le Gouvernement de la République de Bulgarie concernant la mise en œuvre du programme de coopération helvético-bulgare visant à réduire les disparités économiques et sociales au sein de l'Union européenne élargie

Le Conseil fédéral suisse

(ci-après «la Suisse»)

et

le Gouvernement de la République de Bulgarie

(ci-après «la Bulgarie»),

ci-après collectivement dénommées «les Parties»,

conscients de l'importance de l'élargissement de l'Union européenne (ci-après «UE») pour la stabilité et la prospérité en Europe,

prenant acte de la solidarité de la Suisse avec les efforts déployés par l'UE pour réduire les disparités économiques et sociales au sein de l'UE,

s'appuyant sur la bonne coopération menée précédemment entre les deux pays,

tenant compte des relations amicales entre les deux pays,

désireux de renforcer ces relations et la coopération fructueuse entre les deux pays,

entendant favoriser la poursuite du développement économique et social en Bulgarie,

considérant que le Conseil fédéral suisse a exprimé, dans l'Addendum du 25 juin 2008 (ci-après «l'Addendum») au Mémoire d'entente signé avec la Communauté européenne le 27 février 2006 (ci-après «le Mémoire d'entente»), l'intention de la Suisse d'augmenter sa contribution initiale de 1 000 000 000 de francs (un milliard de francs) à la réduction des disparités économiques et sociales au sein de l'UE élargie d'une contribution complémentaire de 257 000 000 de francs (deux cent cinquante-sept millions de francs) en faveur de la Bulgarie et de la Roumanie,

sont convenus de ce qui suit:

¹ Translation by Switzerland – Traduction de la Suisse.

Art. 1 Définitions

Aux fins du présent Accord-cadre:

- le terme «contribution» désigne la contribution financière non remboursable allouée par la Suisse à la Bulgarie;
- l'expression «programme de coopération helvético-bulgare» désigne le programme bilatéral destiné à mettre en œuvre le présent Accord-cadre;
- l'expression «mesure d'appui» désigne un projet, un fonds thématique, le mécanisme de financement de la préparation de projets, le fonds d'assistance technique ou d'autres activités conjointes;
- le terme «projet» désigne un projet ou un programme spécifique, le terme «programme» englobant un ensemble de différents projets consacrés à un thème commun ou poursuivant des objectifs communs;
- l'expression «fonds thématique» désigne un mécanisme de subventionnement destiné à financer des activités dans un domaine spécifique ou réservé à un groupe spécifique de bénéficiaires;
- le terme «activité» désigne l'assistance spécifique fournie dans le cadre d'un fonds thématique afin de soutenir, entre autres, des projets, des bourses d'études, des partenariats et le transfert de connaissances;
- le terme «engagement» désigne l'affectation d'un certain montant de la contribution à une mesure d'appui convenue entre les Parties;
- l'expression «accord de projet» désigne un accord entre les Parties et, le cas échéant, d'autres Parties contractantes, sur la mise en œuvre d'un projet convenu entre les Parties;
- l'expression «accord concernant un fonds thématique» désigne un accord entre les Parties et, le cas échéant, d'autres Parties contractantes, sur la mise en œuvre d'un fonds thématique convenu entre les Parties;
- la dénomination «Service national de coordination» (SNC) désigne le service bulgare chargé de coordonner le programme de coopération helvético-bulgare;
- l'expression «organisme intermédiaire» désigne toute entité de droit public ou privé désignée par le SNC, qui agit sous la responsabilité du SNC ou qui s'acquitte d'obligations au nom du SNC dans le cadre des projets mis en œuvre par les «agences d'exécution»;
- l'expression «organisme intermédiaire suisse» désigne toute entité de droit public ou privé chargée par la Suisse de gérer un fonds thématique;
- l'expression «autorité de paiement» désigne l'institution au sein du Ministère bulgare des finances qui assure, du côté bulgare, un contrôle financier approprié sur le programme de coopération helvético-bulgare;

- l'expression «autorité d'audit» désigne l'institution au sein du Ministère bulgare des finances qui est responsable, du côté bulgare, du contrôle exercé sur l'utilisation des ressources financières du programme de coopération helvético-bulgare;
- l'expression «agence d'exécution» désigne toute entité de droit public ou privé, ou toute organisation reconnue par les Parties, mandatée pour mettre en œuvre des mesures d'appui;
- l'expression «accord de mise en œuvre» désigne un accord entre le SNC et/ou l'organisme intermédiaire et l'agence d'exécution chargée de la mise en œuvre d'un projet;
- l'expression «accord de mandat» désigne un accord passé entre la Suisse, l'organisme intermédiaire suisse et/ou, le cas échéant, l'agence d'exécution chargée de la mise en œuvre d'un fonds thématique;
- l'expression «mécanisme de financement de la préparation des projets» désigne le dispositif de soutien financier à la préparation des propositions de projet final;
- l'expression «fonds d'assistance technique» désigne le fonds constitué pour financer les tâches que les autorités bulgares effectuent en sus et qui sont exclusivement destinées à la gestion de la contribution;
- l'expression «subvention globale» désigne un fonds constitué dans un but clairement défini au sein d'un fonds thématique et destiné à financer de petites activités de manière efficiente.

Art. 2 Objectifs

1. Les Parties entendent promouvoir la réduction des disparités économiques et sociales au sein de l'UE élargie au moyen de mesures d'appui qu'elles conviennent d'un commun accord et qui sont conformes au Mémorandum d'entente et au cadre conceptuel du programme de coopération helvético-bulgare, tel qu'exposé à l'annexe 1 du présent Accord-cadre.

2. Le présent Accord-cadre a pour objectif d'établir un cadre de règles et de procédures applicables à la planification et à la mise en œuvre de la coopération entre les Parties.

Art. 3 Montant de la contribution

1. Aux fins de réduire les disparités économiques et sociales au sein de l'UE élargie, la Suisse accepte d'allouer une contribution non remboursable d'un montant maximal de 76 000 000 de francs (septante-six millions de francs suisses) à la Bulgarie

pour une période d'engagement de cinq ans et une période de paiement de dix ans, à compter de la date d'approbation de la contribution par le Parlement suisse, soit le 7 décembre 2009 .

2. Les Parties acceptent les soumissions de propositions finales de mesures d'appui pour l'engagement de fonds jusqu'à deux mois avant l'échéance de la période d'engagement.

3. Les fonds non engagés durant la période d'engagement ne seront plus disponibles pour le programme de coopération helvético-bulgare.

Art. 4 Champ d'application

Les dispositions du présent Accord-cadre s'appliquent aux mesures d'appui nationales ou transnationales financées ou cofinancées par la Suisse, menées avec des organismes multilatéraux et d'autres donateurs, réalisées par une agence d'exécution et convenues d'un commun accord entre les Parties.

Art. 5 Utilisation de la contribution

1. La contribution est utilisée pour financer des mesures d'appui et peut revêtir les formes suivantes:

- a) assistance financière, y compris subventions, lignes de crédit, fonds de garantie, participations au capital et prêts;
- b) assistance technique.

2. La contribution est utilisée conformément aux objectifs, principes, stratégies, priorités géographiques et priorités thématiques exposés dans le cadre conceptuel à l'annexe 1.

3. Cinq pour cent de la contribution sont utilisés par la Suisse pour couvrir les frais d'administration du présent Accord-cadre. Ces frais comprennent, entre autres, les dépenses de personnel et les honoraires de consultants, ainsi que les dépenses d'infrastructure administrative, de missions, de suivi et d'évaluation.

4. La part de la contribution versée sous forme de subventions ne peut dépasser 60 pour cent du montant total des coûts subventionnables pour une mesure d'appui, à l'exception des mesures d'appui bénéficiant d'un financement supplémentaire sous forme de dotations budgétaires de la part d'instances nationales, régionales ou locales, auquel cas la contribution ne peut toutefois dépasser 85 pour cent du montant total des coûts subventionnables. Les mesures d'appui servant d'assistance technique ou destinées à renforcer les institutions, les mesures d'appui mises en œuvre par des organisations non gouvernementales ainsi que l'assistance financière bénéficiant au secteur privé (lignes de crédit, garanties, participations au capital et à des emprunts) peuvent être entièrement financés par la contribution.

5. Ne sont pas subventionnables les coûts suivants: dépenses encourues par toutes les parties avant la signature de l'accord concernant la mesure d'appui considérée, intérêts sur la dette, achat de biens fonciers ou immobiliers et taxe sur la valeur ajoutée récupérable visée à l'art. 7 du présent Accord-cadre.

Art. 6 Coordination et procédures

1. Pour maximiser l'impact des mesures d'appui et éviter les doubles emplois ou les chevauchements avec les projets financés par le biais des fonds structurels ou de cohésion ou de toute autre source de financement, les Parties assurent une coordination efficace et échangent toutes les informations requises à cet effet.

2. Toute la correspondance échangée entre les Parties, y compris les rapports et les documents concernant les mesures d'appui, est rédigée en anglais.

3. Chaque mesure d'appui fait l'objet d'un accord (accord de projet, accord concernant un fond thématique, p. ex.), qui définit les termes et les conditions de l'aide allouée ainsi que les rôles et les responsabilités des Parties contractantes.

4. En principe, il incombe à la Bulgarie d'identifier les projets qui seront financés par la contribution, tandis que la Suisse se charge des fonds thématiques. La Suisse peut également proposer à la Bulgarie des projets à financer par la contribution, y compris des projets d'organisations multilatérales, nationales ou transnationales. Les règles et les procédures de sélection et de mise en œuvre des mesures d'appui sont définies dans les annexes 1 à 5 du présent Accord-cadre.

5. Toutes les mesures d'appui requièrent l'approbation de la Bulgarie et de la Suisse. Les Parties attachent une grande importance au suivi, à l'évaluation et à l'audit des mesures d'appui et du programme de coopération helvético-bulgare dans son ensemble. La Suisse, ou toute tierce partie mandatée par ses soins, est habilitée à inspecter, surveiller, passer en revue, auditer et évaluer toutes les activités et procédures liées à la mise en œuvre des mesures d'appui financées par la contribution, de la manière jugée appropriée par la Suisse. La Bulgarie fournit toutes les informations requises ou utiles à cette fin et prend, ou fait prendre, toutes les dispositions nécessaires au bon déroulement de tels mandats.

6. Dès l'entrée en vigueur du présent Accord-cadre, la Bulgarie ouvre un compte bancaire distinct sur lequel seront versés les fonds provenant de la contribution suisse. Les intérêts nets cumulés seront communiqués chaque année à la Suisse. Les subventions alimentant les fonds thématiques gérés directement par un organisme intermédiaire suisse ou par une agence d'exécution, de même que les frais administratifs de la Suisse mentionnés à l'art. 5, par. 3, du présent Accord-cadre ne sont pas gérés par l'intermédiaire de ce compte.

7. Les procédures de paiement des projets et des fonds thématiques sont exposées dans l'annexe 3 et l'annexe 4 respectivement.

8. Le SNC institue un comité de suivi, qui est chargé de contrôler la mise en œuvre du programme de coopération helvético-bulgare.

Art. 7 Taxe sur la valeur ajoutée et autres taxes ou charges

1. La taxe sur la valeur ajoutée (TVA) est uniquement considérée comme une dépense subventionnable si son paiement incombe véritablement et définitivement à l'agence d'exécution. La TVA n'est pas considérée comme subventionnable lorsqu'elle est récupérable d'une quelconque manière, même si elle n'est en réalité pas récupérée par l'agence d'exécution ou par le destinataire final.

2. Les autres prélèvements, taxes ou charges, en particulier les taxes directes et les contributions de sécurité sociale sur les salaires et les traitements donnant droit à un financement, ne constituent des dépenses subventionnables que si leur paiement incombe véritablement et définitivement à l'agence d'exécution ou à l'organisme intermédiaire.

Art. 8 Rencontres annuelles et rapports

1. Les Parties conviennent de tenir des rencontres annuelles, afin d'assurer la bonne mise en œuvre du programme de coopération helvético-bulgare. La première rencontre a lieu au plus tard 18 mois après la signature du présent Accord-cadre.

2. La Bulgarie organise les rencontres en collaboration avec la Suisse. Un mois avant chaque rencontre, le SNC présente un rapport annuel consolidé couvrant l'ensemble du programme de coopération helvético-bulgare. Ce rapport comprend en particulier les points énumérés dans l'annexe 2, mais ne s'y limite pas.

3. Dans les trois mois suivant le dernier versement régi par le présent Accord-cadre, la Bulgarie soumet à la Suisse un rapport final évaluant la réalisation des objectifs du programme de coopération helvético-bulgare et un bilan financier final de l'utilisation de la contribution, ce bilan se fondant sur les audits financiers des mesures d'appui,

Art. 9 Autorités compétentes

1. La Bulgarie a autorisé sa Direction chargée du suivi des fonds de l'UE, au sein du Conseil des ministres, à agir en son nom en tant que SNC pour le programme de coopération helvético-bulgare. Le SNC assume la responsabilité globale pour la gestion de la contribution en Bulgarie. La Bulgarie a autorisé le Ministère des finances à agir en son nom en tant qu'autorité de paiement et autorité d'audit.

2. La Suisse a autorisé:

- le Département fédéral des affaires étrangères, agissant par le truchement de la Direction du développement et de la coopération (DDC) et
- le Département fédéral de l'économie, agissant par le truchement du Secrétariat d'Etat à l'économie (SECO)

à agir en son nom afin de mettre en œuvre le programme de coopération helvético-bulgare.

Les mesures d'appui sont confiées à l'une ou l'autre institution en fonction de leurs domaines de compétence respectifs.

3. L'Ambassade de Suisse à Sofia sert de point de contact au SNC pour tout ce qui concerne l'information officielle relative au programme de coopération helvético-bulgare. Les échanges quotidiens entre les autorités compétentes peuvent être entretenus directement.

Art. 10 Intérêt commun

Les Parties partagent un intérêt commun à lutter contre la corruption, car elle porte atteinte à la bonne gestion des affaires publiques et à l'utilisation appropriée des ressources destinées au développement, et qu'elle compromet la concurrence loyale et ouverte fondée sur le prix et la qualité. Elles déclarent en conséquence joindre leurs efforts pour lutter contre la corruption et affirment en particulier que les actes consistant à se faire promettre ou à accepter un avantage pour agir ou omettre d'agir dans l'exécution d'un mandat ou d'un contrat attribué dans le champ d'application du présent Accord-cadre seront considérés comme inacceptables. Tout acte de ce genre constitue un motif suffisant pour dénoncer le présent Accord-cadre, résilier l'accord relatif à la mesure d'appui concernée, annuler la procédure d'adjudication ou les contrats en résultant, ou pour prendre toute mesure rectificative prévue par le droit applicable

Art. 11 Dispositions finales

1. Les annexes 1 à 5 font partie intégrante du présent Accord-cadre.
2. Tout litige susceptible de résulter de l'application du présent Accord-cadre doit être réglé par la voie diplomatique.
3. Le présent Accord-cadre entre en vigueur à la date de la notification confirmant la clôture, par les deux Parties, de leurs procédures d'approbation respectives. L'accord-cadre couvre une période d'engagement de cinq ans et une période de paiement de dix ans. Il a effet jusqu'à ce que le rapport final de la Bulgarie évaluant la réalisation de l'objectif du présent Accord-cadre soit présenté conformément à l'art. 8, par. 3. La période d'engagement débute conformément à l'art. 3, par. 1. Les Parties appliquent provisoirement le présent Accord-cadre à compter de la date de sa signature.
4. Tout amendement au présent Accord-cadre requiert la forme écrite, l'accord mutuel des Parties et l'observation de leurs procédures respectives. Tout amendement aux annexes 1 à 5 du présent Accord-cadre requiert la forme écrite et l'accord mutuel des autorités suisses mentionnées à l'art. 9 et d'une autorité désignée par le Gouvernement bulgare.
5. Le présent Accord-cadre peut être dénoncé en tout temps par l'une des Parties moyennant un préavis écrit de six mois exposant les motifs de sa décision. Avant de prendre une telle décision, les Parties entament un dialogue afin d'assurer que la décision en question se fonde sur des faits précis et vérifiés. En cas de dénonciation du présent Accord-cadre, ses dispositions continuent de s'appliquer aux divers

accords concernant des mesures d'appui conclus avant la dénonciation. Les Parties fixent d'un commun accord toute autre conséquence de la dénonciation.

Signé à Berne, le 7 septembre 2010, en deux exemplaires authentiques rédigés en anglais.

Pour le
Conseil fédéral suisse:

Doris Leuthard
Micheline Calmy-Rey

Pour le
Gouvernement de la République de Bulgarie:

Tomislav Donchev

[Pour les textes des annexes 1 à 5, veuillez vous référer à la version authentique anglaise de l'Accord. La traduction française n'est pas fournie, conformément au paragraphe 2 de l'article 12 du règlement de l'Assemblée générale destiné à mettre en application l'Article 102 de la Charte des Nations Unies, tel qu'amendé, et à la pratique de publication partielle du Secrétariat .]

No. 48895

**Argentina
and
Chile**

Agreement concerning local cross-border transit between the Argentine Republic and the Republic of Chile (with annexes). Buenos Aires, 6 August 2009

Entry into force: *24 June 2010 by notification, in accordance with article 8*

Authentic text: *Spanish*

Registration with the Secretariat of the United Nations: *Argentina, 16 August 2011*

**Argentine
et
Chili**

Accord sur la libre circulation des personnes aux frontières entre la République argentine et la République du Chili (avec annexes). Buenos Aires, 6 août 2009

Entrée en vigueur : *24 juin 2010 par notification, conformément à l'article 8*

Texte authentique : *espagnol*

Enregistrement auprès du Secrétariat des Nations Unies : *Argentine, 16 août 2011*

[SPANISH TEXT – TEXTE ESPAGNOL]

ACUERDO
SOBRE TRÁNSITO VECINAL FRONTERIZO
ENTRE LA REPÚBLICA ARGENTINA
Y LA REPÚBLICA DE CHILE

CONSIDERANDO:

Que el Acuerdo sobre Complementación Económica ACE N° 35 MERCOSUR-Chile, reconoce en su artículo 32 que la importancia del proceso de integración física como instrumento imprescindible para la creación de un espacio económico ampliado.

Que la República Argentina y la República de Chile reafirman sus deseos de avanzar en mecanismos ágiles de control para habitantes en zonas fronterizas.

Que para este efecto, han decidido adoptar un mecanismo efectivo que permita un Tránsito Vecinal Fronterizo de dichos habitantes.

La Decisión CMC N°19/99 del MERCOSUR que estableció las bases para la implementación del Régimen de Tránsito Vecinal Fronterizo, y la Decisión CMC 15/00 que aprobó su Reglamentación, documentos que sirven de antecedente para este Acuerdo.

Por ello, ACUERDAN:

Artículo 1°
Beneficiarios

Serán beneficiarios del presente Acuerdo:

- Los nacionales de alguno de los Estados Partes, nativos o naturalizados;
- Los residentes permanentes titulares de alguno de los documentos de viaje establecidos en el artículo 3°;
- Los residentes temporarios titulares de alguno de los documentos de viaje establecidos en el artículo 3°, siempre que, por motivo de su nacionalidad, la visa consular no fuese requisito en el Estado al cual ingresa;

- Las personas mencionadas en el párrafo anterior deberán acreditar su domicilio en alguna de las localidades fronterizas que se establecen en el Anexo I que forma parte integrante del presente acuerdo y que podrá ampliarse a través de una comunicación por la vía diplomática.

Artículo 2° Tarjeta de Tránsito Vecinal Fronterizo

La Tarjeta de Tránsito Vecinal Fronteriza (TVF), permitirá a su titular cruzar la frontera, con destino a la localidad contigua del país vecino, mediante un procedimiento ágil y diferenciado de las otras categorías migratorias, y permanecer en el territorio del país vecino por un plazo máximo de hasta siete (7) días corridos a contar desde el último ingreso.

La obtención de la Tarjeta TVF será de naturaleza voluntaria y no reemplazará a los documentos de identidad vigentes, los que podrán ser solicitados por las autoridades de control, de resultar necesario.

La Tarjeta TVF será emitida por la autoridad migratoria del Estado Parte donde se encuentre domiciliado el beneficiario y tendrá una validez de tres (3) años. En el caso de las tarjetas expedidas a residentes temporarios, su validez caducará siete (7) días antes del vencimiento de su temporaria.

La tarjeta, cuyo diseño y formato se adjunta como Anexo II, deberá tener los siguientes datos mínimos:

Nombre/s y Apellido/s

Nacionalidad

Tipo y número de Documento de Identidad, conforme los establecidos en el artículo 3°

Fecha de Nacimiento

Para renovar la tarjeta el interesado deberá presentarse treinta días corridos antes de su vencimiento premunido de la documentación requerida en el artículo 3° del presente.

En caso de solicitar una nueva tarjeta por extravío, robo o deterioro, deberá acompañarse la documentación enumerada en el artículo 3° del presente y la correspondiente denuncia policial.

La tarjeta denunciada será dada de baja por la autoridad emisora.

Artículo 3° Requisitos Documentales

Para la obtención de la Tarjeta TVF, los interesados deberán presentar:

- Formulario de solicitud de obtención de la Tarjeta TVF;
- Comprobante que acredite domicilio de conformidad con la normativa vigente de la localidad de residencia;
- Documento de Identidad vigente.

Para la República Argentina:

- Pasaporte Válido;
- Documento Nacional de Identidad;
- Cédula de Identidad expedida por Policía Federal;
- Libreta de Enrolamiento o Libreta Cívica.

Para la República Chile:

- Pasaporte válido o Cédula de Identidad;
- Acreditación de residencia vigente;
- Comprobante de pago de la tarjeta, si correspondiese.

**Artículo 4°
Menores de Edad**

Para la obtención de la tarjeta, los menores de edad deberán presentar, además de los requisitos documentales enumerados anteriormente, el formulario de "Solicitud de Tarjeta de Tránsito Vecinal Fronterizo para Menores de Edad" que como Anexo III forma parte del presente, el que deberá estar firmado por el padre y/o madre, conforme a la normativa nacional respectiva, o representante legal del menor. En caso de que el menor fuere huérfano de padre o madre, bastará la firma del progenitor supérstite, acreditándose aquel hecho con la partida de defunción respectiva, cuya fotocopia se presentará. Si se tratare de hijo extramatrimonial, bastará la autorización del progenitor que lo hubiera reconocido.

La acreditación del vínculo se hará mediante la exhibición de la partida de nacimiento del menor del cual surja el nombre de sus progenitores; o libreta de familia otorgada por autoridad competente, de la cual surja el vínculo invocado. Se deberá presentar fotocopia para constancia, de todos los documentos que se exhiban.

En caso de ser el representante legal quien suscriba la solicitud de la tarjeta, deberá exhibir el original del instrumento legal que acredite dicha condición y presentar fotocopia del mismo.

La condición de menor de edad del peticionante será calificada de acuerdo a la legislación vigente en el Estado Parte de su residencia habitual.

A los efectos de habilitar el tránsito fronterizo, todo menor titular de la Tarjeta TVF deberá exhibir, junto con dicha credencial, la autorización de viaje otorgada por sus progenitores, sea tácita o expresa, o venia judicial supletoria, según corresponda y conforme a la normativa vigente de cada Estado Parte.

Artículo 5° **Circulación de Vehículos Automotores de Uso Particular**

Los beneficiarios de la tarjeta de Tránsito Vecinal Fronterizo también podrán requerir a las autoridades competentes que sus vehículos automotores de uso particular sean identificados a través de obleas que indiquen que se trata de un vehículo de propiedad de un titular de la citada tarjeta. Para que la identificación especial sea otorgada, cuya vigencia deberá ser coincidente con la vigencia de la oblea, el vehículo deberá contar con una póliza de seguro en conformidad a lo que disponga la legislación de cada parte.

Los vehículos automotores identificados en los términos del párrafo anterior podrán circular libremente dentro de la localidad fronteriza vinculada de la otra Parte, sin conferir derecho a que el vehículo permanezca en forma definitiva en el territorio de ésta, infringiendo su legislación aduanera.

Se aplican al vehículo las normas aduaneras de cada país dictadas a tales fines y en cuanto a circulación, las normas y los reglamentos de tránsito del país donde estuviera transitando el vehículo, y en cuanto a las características del vehículo, las normas del país de registro. Las autoridades pertinentes intercambiarán informaciones sobre las características referidas.

Artículo 6° **Aplicación Progresiva**

La implementación de este régimen de Tránsito Vecinal Fronterizo se hará en forma progresiva. A partir de la vigencia del presente se aplicará en los siguientes Pasos Internacionales: Laurita Casas Viejas y Dorotea.

Las autoridades migratorias de ambas Partes consensuarán, mediante un mecanismo de comunicaciones mutuas que se concretarán mediante notas respectivas, el orden de prioridad a asignar a los restantes Pasos que vinculan a ambos países (Anexo 1), hasta completar la totalidad de los que se incorporan al régimen implementado por el presente Acuerdo.

Las Cancillerías respectivas serán informadas del procedimiento al que en definitiva arriben las autoridades migratorias.

**Artículo 7°
Cancelación del Beneficio**

Toda infracción a la normativa vigente en que se incurriera en el país de ingreso o egreso y a las previsiones del presente convenio, podrá ser motivo de cancelación de la permanencia y/o tarjeta, sin perjuicio de las sanciones que pudieran corresponder a los funcionarios y/o beneficiarios del régimen, según las respectivas legislaciones migratorias o aduaneras.

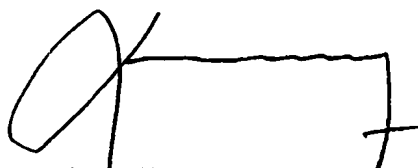
**Artículo 8°
Vigencia**

El presente Acuerdo entrará en vigor una vez finalizados los trámites tendientes a su incorporación al derecho interno de cada una de las Partes. Las Partes se comunicarán recíprocamente el cumplimiento de dichos requisitos. Cualquiera de las Partes podrá denunciarlo mediante notificación escrita por la vía diplomática con una antelación de seis meses.

Hecho en la ciudad de Buenos Aires, el día seis de agosto de 2009 en dos ejemplares originales igualmente auténticos.

POR LA REPÚBLICA ARGENTINA

POR LA REPÚBLICA DE CHILE



Jorge Enrique Taiana
Ministro de Relaciones Exteriores,
Comercio Internacional y Culto



Mariano Fernández Aunátegui
Ministro de Relaciones Exteriores

ANEXO I

LISTADO DE LOCALIDADES FRONTERIZAS

PASO	MUNICIPALIDAD ARGENTINA	COMUNA CHILENA
Río Futaleufú	Esquel	Futaleufú
Río Encuentro	Esquel	Palena
Las Pampas	Las Pampas (Río Pico)	Lago Verde
Río Puelo	Lago Puelo	Cochamó
Huahum	San Martín, Junín de los Andes	Panguipulli
Carririñe	San Martín, Junín	Panguipulli
Mamuil Malal	San Martín de los Andes	Puerto Montt
Cardenal Samoré	Bariloche, Villa la Angostura	Pto Montt, Pto Varas
Río Manso	El Manso	El León
Dorotea	Río Turbio	Natales
Laurita Casas Viejas	28 de noviembre	Natales
Integración Austral	Río Gallegos	Punta Arenas
Roballos	Perito Moreno	O'Higgins
Río Jeinemeine	Los Antiguos	Chile Chico
Río Mayer	Calafate	O'Higgins
Río Mosco	Calafate	O'Higgins
Lago San Martín - O'Higgins	Calafate	O'Higgins
Coyhaique Alto	Río Mayo	Coyhaique
Huemules	Río Mayo	Coyhaique
Río Frías	Aldea Appeleg	Lago Verde
Paso Triana	Río Mayo	Coyhaique
Pampa Alta	Río Senguer	Coyhaique
Ing Pallavicini	Perito Moreno	Río Ibañez

ANEXO II

<p>MERCOSUR</p> <p>Apellido y Nombre</p> <p>Nombre y Domicilio</p> <p>Nacionalidad</p> <p>Fecha de Nacimiento</p> <p>Tipo y N° de Documento</p> <p>XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX</p> <p>XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX</p> <p>XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX</p>	
	<p>FIRMA AUTORIZADA</p>
	<p>LUGAR Y FECHA DE EMISION</p>

ANEXO III

FORMULARIO DE SOLICITUD DE TARJETA DE TRÁNSITO VECINAL FRONTERIZO PARA MENORES DE EDAD

Por la presente solicito/solicitamos el otorgamiento a mi/nuestro hijo/a menor de edad de la Tarjeta de Tránsito Vecinal Fronterizo. _____

Declaro/declaramos conocer que la presente NO POSEE CARÁCTER DE AUTORIZACIÓN DE VIAJE

DATOS DE LOS SOLICITANTES

- Nombre/s y Apellido/s del Padre:
- Nacionalidad:
- Tipo y Número de Documento:
- Domicilio:

- Nombre/s y Apellido/s de la Madre:
- Nacionalidad:
- Tipo y Número de Documento:
- Domicilio:

- Nombre/s y Apellido/s Representante Legal:¹
- Nacionalidad:
- Tipo y Número de Documento:
- Domicilio:

DATOS DEL MENOR

- Nombre/s y Apellido/s Hijo/a:
- Nacionalidad:
- Tipo y Número de Documento:
- Domicilio:
- Fecha de Nacimiento

Firma y Aclaración del Padre

Firma y Aclaración de la Madre

Firma y Aclaración Representante Legal²

AUTORIDAD MIGRATORIA

Certifico que la/s firma/s que antecede/n fue/ron puesta/s en mi presencia por la/s persona/s cuyos datos figuran en el presente formulario y que tuve a la vista la documentación acreditativa de los vínculos invocados, la que en copia se adjunta a la presente.

Hecho en a los días del mes de de

Firma y sello del Funcionario Interviniente

¹ Sólo ante ausencia de progenitores

² Si correspondiere

[TRANSLATION – TRADUCTION]

AGREEMENT CONCERNING LOCAL CROSS-BORDER TRANSIT BETWEEN THE ARGENTINE REPUBLIC AND THE REPUBLIC OF CHILE

Considering:

That the importance of the physical integration process as an essential instrument for the creation of a broader economic space is recognized in article 32 of the Economic Complementarity Agreement (ECA No. 35 MERCOSUR-Chile),

That the Republic of Argentina and the Republic of Chile reaffirm their desire to make progress with expeditious control mechanisms for persons living in border areas,

That to that end they have decided to adopt an effective mechanism to facilitate local cross-border transit for such persons,

That MERCOSUR Decision CMC No 19/99, which established the basis for implementation of the Local Cross-Border Transit scheme, and Decision CMC 15/00, approving regulations for the scheme, establish a background for this Agreement,

The Parties therefore agree:

Article 1. Beneficiaries

The following persons shall be beneficiaries of this Agreement:

- Nationals, by birth or naturalization, of either of the States Parties;
- Permanent residents holding any of the travel documents mentioned in article 3;
- Temporary residents holding any of the travel documents mentioned in article 3, provided that in view of their nationality a consular visa is not required in the State of entry.
- Persons referred to in the previous paragraph must give proof of residence in one of the border localities listed in Annex I, which forms an integral part of this Agreement. Items may be added to the list by communication through the diplomatic channel.

Article 2. Local border-crossing card

The local border-crossing card (TVF – Tránsito Vecinal Fronterizo) shall enable the holder to cross the border to reach the adjoining locality in the neighbouring country, under an expeditious procedure differing from that for other categories of migrants, and to remain in the territory of the neighbouring country for not more than seven (7) days, counting from the date of last entry.

Procurement of a TVF card is optional. It shall not replace valid identity documents, which may where necessary be requested by the border control authorities.

TVF cards shall be issued by the migration authorities of the State Party in which a beneficiary is resident and shall be valid for three (3) years. The validity of cards issued to temporary residents shall expire seven (7) days before the end of the resident's stay.

The design and format of cards are shown in Annex II. A card must contain, as a minimum, the following information:

Name (given name(s) and surname(s));

Nationality;

Type and number of identity document, in accordance with the provisions of article 3;

Date of birth.

To renew the card, the beneficiary must apply in person, thirty (30) calendar days before the date of expiry of the card, and present the documents required under article 3 of this Agreement.

Where a new card is applied for on account of loss, theft or damage, the documents mentioned in article 3 of this Agreement, together with the corresponding police report, must be produced.

A card reported as invalid shall be withdrawn by the authority issuing it.

Article 3. Documents required

To obtain a TVF card the applicant must present:

- An application form for the issue of a TVF card;
- A certificate of residence in accordance with the current regulations in the place of residence;
- A valid identity document.

For the Argentine Republic:

- A valid passport;
- A national identity document;
- An identity card issued by the Federal Police;
- An enrolment booklet or civic booklet.

For the Republic of Chile:

- A valid passport or identity card;
- A valid certification of residence;
- A proof of payment for card (where appropriate).

Article 4. Minors

To obtain a card a minor must produce the required documents listed above and also the “Application for a local border-crossing card for a minor” form, which is included in this Agreement as Annex III, signed by the father and/or mother or the minor’s legal representative in accordance with the relevant national regulations; if the minor’s father or mother is deceased (status to be certified by a photocopy of the death certificate), the signature of the surviving parent shall suffice. In the case of a minor born out of wedlock, authorization by the person who recognized parentage shall suffice.

Proof of the relationship shall be adduced by presentation of the birth certificate of the minor bearing the names of the parents or the family record book issued by the competent authority,

which shows the relationship invoked. For record purposes photocopies of all documents produced must be presented.

Where the application is signed by the legal representative, the latter must present the original of the legal instrument establishing his/her status and present a photocopy thereof.

The applicant's status as a minor shall be attested in accordance with the legislation in force in the State Party in which the minor is normally resident.

For purposes of border crossing, a minor holding a TVF card must present, together with the card, written permission, either express or tacit, to travel, issued by his/her parents, or a subsidiary permit issued by a court, in accordance and conformity with the regulations in force in each State Party.

Article 5. Movement of motor vehicles for private use

Holders of local border-crossing cards may also request the competent authorities for identification of their motor vehicles for private use by means of stickers showing that the vehicle is the property of a card holder. For the issue of this special identification, the validity of which should be the same as that of the sticker, the vehicle must be covered by an insurance policy in conformity with the legislation of each Party.

Motor vehicles bearing identification under the terms of the previous paragraph may move freely within the adjoining border locality of the other Party. Such permission shall not confer on the vehicle the right to remain indefinitely in the territory of that Party in contravention of customs legislation.

The vehicles in question shall be subject to the customs laws of each country enacted for the purpose. As regards movement the traffic laws and regulations in the country within which the vehicles are travelling shall be applicable; as regards the characteristics of the vehicle, the regulations of the country of registration shall be applicable. The authorities concerned shall exchange information on the characteristics in question.

Article 6. Progressive implementation

Implementation of the local cross-border transit scheme shall be progressive. Once this Agreement enters into force it shall be implemented at the following international border crossing points: Laurita Casas Viejas and Dorotea.

The migration authorities of the two countries shall agree, through a mutual communication system that shall be established through notes issued by the Parties, on the order of priority to be assigned to the other border crossing points between the two countries (Annex I), until all the crossing points within the scheme implemented by this Agreement have been included.

The respective Ministries of Foreign Affairs shall be informed of the procedure finally established by the migration authorities.

Article 7. Cancellation of privileges

Any infringement of the regulations in force in the country of entry or exit, or of the provisions of this Agreement, may constitute grounds for cancellation of stay and/or the card, without

prejudice to possible sanctions against officials and/or beneficiaries of the scheme under migration or customs legislation.

Article 8. Validity

This Agreement shall enter into force upon the completion of the proceedings for its incorporation into the domestic law of each of the Parties. The Parties shall inform one another of the completion of these requirements. Either Party may denounce the Agreement in writing through the diplomatic channel, giving six (6) months' notice.

DONE at the city of Buenos Aires, on 6 August 2009, in two originals, both texts being equally authentic.

For the Argentine Republic:

JORGE ENRIQUE TAIANA
Minister for Foreign Affairs,
International Trade and Worship

For the Republic of Chile:

MARIANO FERNÁNDEZ AMUNÁTEGUI
Minister for Foreign Affairs

ANNEX I
LIST OF BORDER LOCALITIES

NAME OF BORDER CROSSING POINT	ARGENTINE MUNICIPALITY	CHILEAN COMMUNE
Río Futaleufú	Esquel	Futaleufú
Río Encuentro	Esquel	Palena
Las Pampas	Las Pampas (Río Pico)	Lago Verde
Río Puelo	Lago Puelo	Cochamó
Huahum	San Martín, Junín de los Andes	Panguipulli
Carririñe	San Martín, Junín	Panguipulli
Mamuil Malal	San Martín de los Andes	Puerto Montt
Cardenal Samoré	Bariloche, Villa la Angostura	Pto Montt, Pto Varas
Río Manso	El Manso	El León
Dorotea	Río Turbio	Natales
Laurita Casas Viejas	28 de noviembre	Natales
Integración Austral	Río Gallegos	Punta Arenas
Roballos	Perito Moreno	O'Higgins
Río Jeinemeine	Los Antiguos	Chile Chico
Río Mayer	Calafate	O'Higgins
Río Mosco	Calafate	O'Higgins
Lago San Martín - O'Higgins	Calafate	O'Higgins
Coyhaique Alto	Río Mayo	Coyhaique
Huemules	Río Mayo	Coyhaique
Río Frías	Aldea Appeleg	Lago Verde
Paso Triana	Río Mayo	Coyhaique
Pampa Alta	Río Senguer	Coyhaique
Ing Pallavicini	Perito Moreno	Río Ibañez

ANNEX II

<p>MERCOSUR</p> <p><i>Apellido(s) Completo</i></p> <p><i>Nombre(s) Completo</i></p> <p><i>Nacionalidad del Titular</i></p> <p><i>Fecha de Nacimiento del Titular</i></p> <p><i>Tipo y N° de Documento</i></p> <p>XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXX</p>	<p></p> <hr/> <p>AUTHORIZED SIGNATURE</p> <hr/> <p>PLACE AND DATE OF ISSUANCE</p>
--	---

ANNEX III

APPLICATION FORM FOR A LOCAL BORDER-CROSSING CARD FOR A MINOR

I/we hereby apply for a local border-crossing card for my/our minor son/daughter.

I/we understand that this application IS NOT A TRAVEL AUTHORIZATION.

INFORMATION ON APPLICANTS

Name (given name(s) and surname(s)) of father

Nationality

Type and No. of identity document.....

Address:

Name (given name(s) and surname(s)) of mother

Nationality

Type and No. of identity document.....

Address:

Name (given name(s) and surname(s)) of legal representative¹

Nationality

Type and No. of identity document.....

Address:

INFORMATION ON MINOR

Name (given name(s) and surname(s))

Nationality

Type and No. of identity document.....

Address

Date of birth.....

Signature and name
of father

Signature and name
of mother

Signature and name
of legal representative²

¹ Only in absence of parents.

² If appropriate.

MIGRATION AUTHORITY

I certify that the above signature(s) were apposed in my presence by the person(s) whose details appear on this form and that I have seen the documents attesting to the relationships claimed, copies of which are attached to this form.

DONE at on theday of the month ofin the year

Signature and stamp of official

[TRANSLATION – TRADUCTION]

ACCORD SUR LA LIBRE CIRCULATION DES PERSONNES AUX FRONTIÈRES ENTRE LA RÉPUBLIQUE ARGENTINE ET LA RÉPUBLIQUE DU CHILI

Considérant qu'à son article 32, l'Accord de complémentarité économique ACE n° 35 MERCOSUR-Chili atteste de l'importance du processus d'intégration physique comme instrument indispensable pour la création d'un vaste espace économique,

Considérant que la République argentine et la République du Chili confirment leur souhait de progresser dans la mise en place de mécanismes de contrôle souples pour les habitants des zones frontalières,

Considérant qu'à cet effet, il a été décidé d'adopter un instrument efficace permettant la libre circulation aux frontières des habitants susmentionnés,

Considérant la décision CMC n° 19/99 du MERCOSUR, qui définit les modalités d'application du régime de libre circulation aux frontières, et la décision CMC 15/00, qui en approuve le règlement; deux documents servant de référence au présent Accord,

Les Parties sont convenues de ce qui suit :

Article premier. Personnes intéressées

Le présent Accord s'applique aux personnes suivantes :

- Les ressortissants, de naissance ou naturalisés, de l'un ou l'autre des États parties;
- Les résidents permanents titulaires d'un des documents de voyage mentionnés à l'article 3;
- Les résidents temporaires titulaires d'un des documents de voyage mentionnés à l'article 3, dans la mesure où leur nationalité les dispense de demander un visa consulaire pour entrer dans le pays;
- Toute personne visée au paragraphe précédent doit établir son domicile dans l'une des localités frontalières figurant à l'annexe I, qui forme partie intégrante du présent Accord et pourra être complétée par un échange diplomatique.

Article 2. Carte de libre circulation

Le titulaire d'une carte de libre circulation peut traverser la frontière pour se rendre dans la localité voisine, selon une formalité simplifiée et distincte de celle à laquelle sont soumises les autres catégories de migrants. Il peut également rester sur le territoire voisin pour une période n'excédant pas sept (7) jours calendaires à compter de la dernière entrée.

La carte de libre circulation est délivrée à la demande de l'intéressé et ne remplace pas les documents d'identité en vigueur, qui peuvent, au besoin, être demandés par les services de contrôle.

La carte de libre circulation, émise par les services d'immigration de l'État partie dans lequel l'intéressé est domicilié, est valide trois (3) ans. Les cartes délivrées aux résidents temporaires expirent sept (7) jours avant l'expiration de leur carte de séjour temporaire.

La carte, reproduite à l'annexe II, comporte les mentions suivantes :

Prénom(s) et nom(s);

Nationalité;

Type et numéro de pièce d'identité, conformément aux dispositions prévues à l'article 3;

Date de naissance.

Pour renouveler sa carte, l'intéressé doit se présenter trente (30) jours calendaires avant l'expiration de celle-ci, muni des documents mentionnés à l'article 3 du présent Accord.

En cas de perte, de vol ou de détérioration, l'intéressé peut demander une nouvelle carte en présentant les documents mentionnés à l'article 3 du présent Accord ainsi que la déclaration de police correspondante.

La carte en question est annulée par l'autorité émettrice.

Article 3. Documents requis

Pour obtenir la carte de libre circulation, les documents suivants doivent être présentés :

- Le formulaire de demande de carte de libre circulation;
- Un justificatif de domicile conforme à la réglementation en vigueur dans la localité de résidence;
- Une pièce d'identité en cours de validité.

Pour la République argentine :

- Un passeport en cours de validité;
- Une pièce nationale d'identité;
- Une pièce d'identité délivrée par la police fédérale;
- Le livret militaire ou civique.

Pour la République du Chili :

- Un passeport en cours de validité ou une pièce d'identité;
- Un justificatif de domicile valide;
- La preuve de paiement de la carte, le cas échéant.

Article 4. Mineurs

Pour obtenir la carte, les mineurs doivent présenter – outre les documents susmentionnés – le formulaire de « demande de carte de libre circulation pour mineurs », figurant à l'annexe III du présent Accord. Celui-ci doit être signé par le père et/ou la mère, conformément à la réglementation nationale de chaque pays, ou par le représentant légal du mineur. Si le mineur est orphelin de père ou de mère, la signature du parent survivant est suffisante si elle s'accompagne de la présentation de l'acte de décès correspondant. S'il s'agit d'un enfant né hors mariage, l'autorisation du parent l'ayant reconnu est suffisante.

L'extrait d'acte de naissance du mineur comportant le nom de ses parents ou le livret de famille délivré par l'autorité compétente faisant mention dudit lien établissent le lien de parenté. Une photocopie de tous les documents présentés est versée au dossier.

Tout représentant légal qui fait une demande de carte doit présenter l'original – ainsi qu'une photocopie – du document juridique attestant de son statut.

Le statut de mineur du demandeur est déterminé conformément à la législation en vigueur dans l'État partie où il réside.

Pour que la libre circulation aux frontières soit autorisée, tout mineur titulaire de la carte de libre circulation doit présenter, outre ladite carte, l'autorisation de voyage, expresse ou implicite, des parents ou, le cas échéant et conformément à la législation en vigueur dans chaque État partie, une autorisation juridique supplétive.

Article 5. Circulation de véhicules particuliers

En outre, tout titulaire d'une carte de libre circulation propriétaire d'une voiture particulière peut solliciter auprès des autorités compétentes la délivrance d'une vignette correspondante. Cette vignette spéciale – dont la durée de validité doit coïncider avec celle de la carte – est délivrée sur présentation de la police d'assurance du véhicule souscrite au titre de la législation de l'une ou l'autre Partie.

Les véhicules automobiles visés au paragraphe précédent peuvent circuler librement dans une localité frontalière de l'une ou l'autre Partie, sans pouvoir y séjourner de manière définitive, en violation de la législation douanière de ladite Partie.

Le véhicule doit respecter la réglementation douanière de chaque pays, le code de la route du pays où il circule et les normes techniques du pays d'immatriculation. Les autorités compétentes procéderont à un échange d'information concernant lesdites normes.

Article 6. Application progressive

Le régime de libre circulation aux frontières s'appliquera de manière progressive. Dès l'entrée en vigueur du présent Accord, le régime s'appliquera aux points de passage internationaux suivants : Laurita Casas Viejas et Dorotea.

Les services d'immigration de chaque État partie, au moyen d'échanges de notes, arrêteront d'un commun accord l'ordre de priorité des autres points de passage entre les deux pays (annexe I), jusqu'à couvrir tous les points de passage visés par le présent Accord.

Les chancelleries respectives seront tenues informées de la procédure convenue par les services d'immigration.

Article 7. Révocation du privilège

Toute infraction à la législation en vigueur dans le pays d'entrée ou de sortie et aux dispositions du présent Accord peut constituer un motif d'annulation du séjour et/ou de la carte, sans préjudice des sanctions applicables aux fonctionnaires et/ou aux bénéficiaires du régime, conformément aux législations respectives en matière d'immigration ou de douane.

Article 8. Validité

Le présent Accord entrera en vigueur une fois que chacune des Parties aura achevé ses formalités internes à cet effet. Les Parties se tiennent mutuellement informées de l'achèvement de ces formalités. L'une ou l'autre des Parties pourra dénoncer le présent Accord en adressant à l'autre Partie, par la voie diplomatique, un préavis écrit de six (6) mois.

FAIT à Buenos Aires le 6 août 2009, en deux exemplaires originaux, les deux textes faisant également foi.

Pour la République argentine :

JORGE ENRIQUE TAIANA
Ministre des relations extérieures

Pour la République du Chili :

MARIANO FERNÁNDEZ AMUNÁTEGUI
Ministre des relations extérieures

ANNEXE I

LISTE DES COMMUNES FRONTALIÈRES

PASSAGE	MUNICIPALITÉS ARGENTINES	COMMUNE CHILIENNE
Río Futaleufú	Esquel	Futaleufú
Río Encuentro	Esquel	Palena
Las Pampas	Las Pampas (Río Pico)	Lago Verde
Río Puelo	Lago Puelo	Cochamó
Huahum	San Martín, Junín de los Andes	Panguipulli
Carririñe	San Martín, Junín	Panguipulli
Mamuil Malal	San Martín de los Andes	Puerto Montt
Cardenal Samoré	Bariloche, Villa la Angostura	Pto Montt, Pto Varas
Río Manso	El Manso	El León
Dorotea	Río Turbio	Natales
Laurita Casas Viejas	28 de noviembre	Natales
Integración Austral	Río Gallegos	Punta Arenas
Roballos	Perito Moreno	O'Higgins
Río Jeinemeine	Los Antiguos	Chile Chico
Río Mayer	Calafate	O'Higgins
Río Mosco	Calafate	O'Higgins
Lago San Martín - O'Higgins	Calafate	O'Higgins
Coyhaique Alto	Río Mayo	Coyhaique
Huemules	Río Mayo	Coyhaique
Río Frias	Aldea Appeleg	Lago Verde
Paso Triana	Río Mayo	Coyhaique
Pampa Alta	Río Senguer	Coyhaique
Ing Pallavicini	Perito Moreno	Río Ibañez

ANNEXE III

FORMULAIRE DE DEMANDE DE LA CARTE DE LIBRE CIRCULATION
AUX FRONTIÈRES POUR LES MINEURS

Par la présente, je sollicite/nous sollicitons l'octroi de la carte de libre circulation à mon/notre fils/fille mineur(e).

Je déclare/nous déclarons avoir pris connaissance que la présente NE FAIT PAS OFFICE D'AUTORISATION DE VOYAGE.

INFORMATIONS SUR LES DEMANDEURS

Prénom(s) et nom(s) du père : _____

Nationalité : _____

Type et numéro de la pièce d'identité : _____

Domicile : _____

Prénom(s) et nom(s) de la mère : _____

Nationalité : _____

Type et numéro de la pièce d'identité : _____

Domicile : _____

Prénom(s) et nom(s) du représentant légal¹: _____

Nationalité : _____

Type et numéro de la pièce d'identité : _____

Domicile : _____

INFORMATIONS SUR LE MINEUR

Prénom(s) et nom(s) du fils/de la fille : _____

Nationalité : _____

Type et numéro de la pièce d'identité : _____

Domicile : _____

Date de naissance : _____

Signature et nom en
toutes lettres du père

Signature et nom en toutes
lettres de la mère

Signature et nom en toutes
lettres du représentant légal²

¹ Uniquement en l'absence de parents.

² Le cas échéant.

SERVICES D'IMMIGRATION

Je certifie que la/les signature(s) ci-dessus a/ont été apposée(s) en ma présence par la/les personne(s) dont les informations figurent sur le présent formulaire et je déclare avoir vu les documents attestant des liens invoqués, dont les photocopies sont jointes au présent formulaire.

FAIT à _____ le _____

Signature et cachet du fonctionnaire

14-57433

ISBN 978-92-1-900754-3



**UNITED
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Volume
2777

2011

I. Nos.
48887-48895

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