

04 JUNI 2013

EEA Financial Mechanism 2009-2014

PROGRAMME AGREEMENT

between

The Financial Mechanism Committee
established by Iceland, Liechtenstein and Norway

and

The Council of Ministers of the Republic of Bulgaria,
hereinafter referred to as the "National Focal Point",
representing Bulgaria ,
hereinafter referred to as the "Beneficiary State"

together hereinafter referred to as the "Parties"

for the financing of the Programme "Scholarships "

hereinafter referred to as the "Programme"

Chapter 1
Scope, Legal Framework, and
Definitions

Article 1.1
Scope

This programme agreement between the Financial Mechanism Committee (hereinafter referred to as the FMC) and the National Focal Point lays down the rights and obligations of the Parties regarding the implementation of the Programme and the financial contribution from the EEA Financial Mechanism 2009-2014 to the Programme.

Article 1.2
Legal Framework

1. This programme agreement shall be read in conjunction with the following documents which, together with this programme agreement, constitute the legal framework of the EEA Financial Mechanism 2009-2014:

- a. Protocol 38b to the EEA Agreement on the EEA Financial Mechanism 2009-2014;
- b. the Regulation on the implementation of the EEA Financial Mechanism 2009-2014 (hereinafter referred to as the "Regulation") issued by the Donor States in accordance with Article 8(8) of Protocol 38b;
- c. the Memorandum of Understanding on the Implementation of the EEA Financial Mechanism 2009-2014 (hereinafter referred to as the "MoU"), entered into between the Donor States and the Beneficiary State; and
- d. any guidelines adopted by the FMC in accordance with the Regulation

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

3. The legal framework is binding for the Parties. An act or omission by a Party to this programme agreement that is incompatible with the legal framework constitutes a breach of this programme agreement by that Party.

Article 1.3
Definitions

Terms used and institutions and documents referred to in this programme agreement shall be understood in accordance with the Regulation, in particular Article 1.5 thereof, and the legal framework referred to in Article 1.2 of this programme agreement.

Article 1.4
Annexes and hierarchy of documents

1. The programme decision, including the financial plan (Annex I), and the operational rules (Annex II) form an integral part of this programme agreement. Any reference to this programme agreement includes a reference to its annexes unless otherwise stated or clear from the context.

2. The provisions of the annexes shall be interpreted in a manner consistent with this programme agreement. Should the meaning of any provision of the said annexes, so interpreted, remain inconsistent with this programme agreement, the provisions of the former shall prevail, provided that these provisions are compatible with the Regulation.

3. Commitments, statements and guarantees, explicit as well as implicit, made in the programme proposal are binding for the National Focal Point and the Programme Operator unless otherwise explicitly stipulated in the annexes to this programme agreement.

Chapter 2
The Programme

Article 2.1
Co-operation

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

2. The Parties agree to provide all information necessary for the good functioning of this programme agreement and to apply the highest degree of transparency, accountability and cost efficiency as well as the principles of good governance, sustainable development, gender equality and equal opportunities.

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

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

Article 2.2

Main responsibilities of the Parties

1. The National Focal Point is responsible and accountable for the overall management of the EEA Financial Mechanism 2009-2014 in the Beneficiary State and for the full and correct implementation of this programme agreement. In particular, the National Focal Point undertakes to:

- a. comply with its obligations stipulated in the Regulation and this programme agreement;
- b. ensure that the Certifying Authority, the Audit Authority, the Monitoring Committee and the Programme Operator properly perform the tasks assigned to them in the Regulation, this programme agreement and the programme implementation agreement;
- c. take all necessary steps to ensure that the Programme Operator is fully committed and able to implement and manage the Programme;
- d. take the necessary measures to remedy irregularities in the implementation of the Programme and ensure that the Programme Operator takes appropriate measures to remedy irregularities in Projects within the Programme, including measures to recover misspent funds;
- e. make all the necessary and appropriate arrangements in order to strengthen or change the way the Programme is managed.

2. The FMC shall, subject to the rules stipulated in the legal framework referred to in Article 1.2 of this programme agreement, make available to the Beneficiary State a financial contribution (hereinafter referred to as "the programme grant") to be used exclusively to finance the eligible cost of the Programme.

Article 2.3

Objective and outcomes of the Programme

1. The programme decision sets out the objective, outcome(s), outputs, indicators and targets for the Programme.
2. The National Focal Point shall ensure that the Programme Operator implements and completes the Programme in accordance with the objective, outcome(s), outputs, indicators and targets set for the Programme.

Article 2.4

Programme grant

1. The maximum amount of the programme grant, the programme grant rate, and the estimated eligible cost of the Programme shall be as specified in the programme decision.

2. In case the Programme is also supported by the Norwegian Financial Mechanism, this programme agreement shall be interpreted in conjunction with the agreement regulating that support.

3. The financial plan shall:

- a. contain a breakdown between the Programme's budget headings using the description put forward in the template for the programme proposal;
- b. indicate the agreed advance payment, if any.

4. The management cost of the Programme Operator shall not exceed the amount specified in the programme decision.

Article 2.5

Special conditions and programme specific rules

1. The programme decision shall list any conditions set by the FMC with reference to paragraph 3 of Article 5.3 of the Regulation. The National Focal Point shall ensure compliance with these conditions and, in a timely manner, take the necessary steps to ensure their fulfilment.

2. The National Focal Point shall ensure compliance with any other programme specific rules laid down in the operational rules.

Article 2.6

Programme implementation agreement

1. With reference to Article 5.8 of the Regulation and without prejudice to paragraph 2 thereof, the National Focal Point shall, before any payment is made to the Programme, sign a programme implementation agreement with the Programme Operator. The National Focal Point shall notify the FMC of such signing.

2. The signed programme implementation agreement shall be identical to the draft programme implementation agreement confirmed by the FMC in accordance with paragraph 5 of Article 5.8 of the Regulation with regard to the content required according to paragraph 3 thereof. The National Focal Point shall inform the FMC of any deviation from that confirmed draft which may be subject to a new confirmation according to paragraph 5 of Article 5.8 of the Regulation prior to any payment to the Programme.

Article 2.7

Reporting

The National Focal Point shall ensure that the Programme Operator provides financial reports, annual programme reports and a final programme report in accordance with Chapter 8 and Articles 5.11 and 5.12 of the Regulation as well as statistical reporting in accordance with the Programme Operator's Manual (Annex 9 to the Regulation).

Article 2.8
External monitoring

The external monitoring and audit referred to in Articles 10.1, 10.2, 10.3 and 10.4 of the Regulation shall not in any way relieve the National Focal Point or the Programme Operator of its obligations under the programme agreement regarding monitoring of the Programme and/or its projects, financial control and audit.

Article 2.9
Modification of the Programme

1. Unless otherwise explicitly stipulated in this programme agreement, any modification of the Programme is subject to prior approval by the FMC.
2. Modifications that do not affect the objective, outcomes, outputs, indicators or targets of the Programme are permitted without FMC's prior approval provided that they are limited to the following:
 - a. cumulative transfers between budget headings related to outcomes of an amount less than 10 % of total eligible expenditure of the Programme or € 1,000,000, whichever is higher, and
 - b. changes of internal practices of the Programme Operator that are not stipulated in the programme agreement.
3. Programme specific exceptions from paragraphs 1 and 2, if any, are set in the operational rules.
4. Expenditures incurred in breach of this article are not eligible.
5. Should there be a doubt as to whether the proposed modifications require approval by the FMC, the National Focal Point shall consult the FMC before such modifications take effect.
6. Requests for modifications shall be submitted and assessed in accordance with Article 5.9 of the Regulation.

Article 2.10
Communication

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

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

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

4. The FMC shall ensure that the National Focal Point is informed about communication between the FMC and the Programme Operator that is relevant for the responsibilities of the National Focal Point under this programme agreement.

Article 2.11
Contact information

1. The contact information of the National Focal Point and the Programme Operator is as specified in the programme proposal.

2. The contact information for the FMC and the Financial Mechanism Office are:

Financial Mechanism Office
Att: Director
EFTA Secretariat
Rue Joseph II, 12-16
1000 Brussels
Telephone: +32 (0)2 286 1701
Telefax (general): +32 (0)2 211 1889
E-mail: fmo@efta.int

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

Article 2.12
Representations and Warranties

1. This programme agreement and the awarding of the programme grant is based on information provided by, through, or on behalf of the National Focal Point to the FMC in the programme proposal or other communication prior to the signing of this programme agreement.

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

Chapter 3 Projects

Article 3.1

Selection of projects

1. The National Focal Point shall ensure that the Programme Operator selects projects in accordance with Chapter 6 of the Regulation and the operational rules.
2. Eligibility of applicants is stipulated in Article 6. 2 of the Regulation and, in accordance with paragraph 3 thereof, subject only to the limitations stipulated in the operational rules.
3. Pre-defined projects shall be outlined in the operational rules.
4. The National Focal Point shall take proactive steps to ensure that the Programme Operator complies fully with Article 6.6 of the Regulation.

Article 3.2

Project contract

1. For each approved project a project contract shall be concluded between the Programme Operator and the Project Promoter.
2. In cases where a project contract cannot, due to provisions in the national legislation, be made between the Programme Operator and the Project Promoter, the Beneficiary State may instead issue a legislative or administrative act of similar effect and content.
3. The content and form of the project contract shall comply with Article 6.7 of the Regulation.
4. The National Focal Point shall ensure that the obligations of the Project Promoter under the project contract are valid and enforceable under the applicable law of the Beneficiary State.

Article 3.3

Project partners and partnership agreements

1. A project may be implemented in a partnership between the Project Promoter and project partners as defined in paragraph 1(w) of Article 1.5 of the Regulation. If a project is implemented in such a partnership, the Project Promoter shall sign a partnership agreement with the project partners with the content and in the form stipulated in Article 6.8 of the Regulation.
2. The partnership agreement shall be in English if one of the parties to the agreement is an entity from the Donor States.
3. The eligibility of expenditures incurred by a project partner is subject to the same limitations as would apply if the expenditures were incurred by the Project Promoter.

4. The creation and implementation of the relationship between the Project Promoter and the project partner shall comply with the applicable national and European Union law on public procurement as well as Article 7.16 of the Regulation.

5. The National Focal Point shall ensure that the Programme Operator verifies that the partnership agreement complies with this article before the signing of the project contract.

Article 3.4

Reallocation of funds

1. Reallocation of unused or cancelled financial contributions to projects shall be made in compliance with Article 6.9 of the Regulation.
2. Project grants not reallocated shall be reimbursed to the FMC in accordance with Article 6.9 of the Regulation.

Chapter 4 Finance

Article 4.1

Eligible expenditures

1. Subject to Article 7.6 of the Regulation, eligible expenditures of this Programme are:
 - a. management costs of the Programme Operator in accordance with the detailed budget in the financial plan;
 - b. payments to projects within this Programme in accordance with the Regulation, this programme agreement and the project contract;
 - c. expenditure of funds for bilateral relations in accordance with Article 7.7 of the Regulation;
2. Expenditure related to the categories referred to in subparagraphs (d), (e) and (f) of Article 7.1 of the Regulation are eligible in accordance with Chapter 7 thereof if such expenditures are explicitly approved by the FMC in the programme decision. The implementation of the activities under these categories shall be in compliance with the operational rules.
3. Eligible expenditures of projects are those actually incurred by the Project Promoter or project partners, meet the criteria set in Article 7.2 of the Regulation and fall within the categories and fulfil the conditions of direct eligible expenditure set in Article 7.3 of the Regulation as well as indirect costs in accordance with Article 7.4 of the Regulation.

Article 4.5

Irregularities, suspension and reimbursements

4. The first date of eligibility of expenditures in projects shall be set in the project contract in accordance with Article 7.14 of the Regulation. The first date of eligibility of any pre-defined projects shall be no earlier than the date on which the National Focal Point notifies the FMC of a positive appraisal of the pre-defined projects by the Programme Operator in accordance with paragraph 3 of Article 5.5 of the Regulation.

5. The maximum eligible costs of the categories referred to in paragraphs 1 and 2 are set in the programme decision. Programme specific rules on the eligibility of expenditure set in the programme decision or in the operational rules shall be complied with.

The FMC has the right to make use of the remedies provided in the Regulation, in particular Chapter 12 thereof. The National Focal Point has a duty to take all necessary measures to ensure that the provisions in Chapter 11 and 12 of the Regulation regarding irregularities, suspension of payments, financial corrections and reimbursement are complied with.

Chapter 5

Final provisions

Article 4.2

Proof of expenditure

Article 5.1

Dispute settlement

Costs incurred by Programme Operators, Project Promoters and project partners shall be supported by documentary evidence as required in Article 7. 13 of the Regulation.

Article 4.3

Payments

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

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

1. Payments to the Programme shall be made when all relevant conditions for payments stipulated in this programme agreement and the Regulation have been fulfilled.

2. Payments to the Programme shall take the form of an advance payment, interim payments and payment of the final balance and shall be made in accordance with Articles 8.2, 8.3 and 8.4 of the Regulation.

3. Payments of the project grant to the Project Promoters may take the form of advance payments, interim payments and payments of the final balance. The level of advance payments and their off-set mechanism is set in the operational rules.

4. The National Focal Point shall ensure that payments are transferred in accordance with paragraph 2 of Article 8.1 of the Regulation.

5. Chapter 8 of the Regulation shall apply to all aspects related to payments, including currency exchange rules and handling of interests on bank accounts.

Article 5.2

Termination

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

a. a general suspension decision according to Article 12.6 of the Regulation or a decision to suspend payments according to paragraph 1(h) of Article 12.1 of the Regulation has not been lifted within 6 months of such a decision;

b. a suspension of payments according to Article 12.1 of the Regulation, other than under paragraph 1(h), has not been lifted within one year of such a decision;

c. a request for reimbursement according to Article 12.2 of the Regulation has not been complied with within one year from such a decision;

d. the Programme Operator becomes bankrupt, is deemed to be insolvent, or declares that it does not have the financial capacity to continue with the implementation of the Programme; or

e. the Programme Operator has, in the opinion of the FMC, been engaged in corruption, fraud or similar activities or has not taken the appropriate measures to detect or prevent such activities or, if they have occurred, nullify their effects.

Article 4.4

Transparency and availability of documents

The National Focal Point shall ensure an audit trail for financial contributions from the EEA Financial Mechanism 2009-2014 to the Programme in accordance with Article 8.8 of the Regulation.

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

3. Termination does not affect the right of the Parties to make use of the dispute settlement mechanism referred to in Article 5.1 or the right of the FMC to make use of the remedies provided in Chapter 12 of the Regulation.

Article 5.3
Waiver of responsibility

1. Any appraisal of the Programme undertaken before or after its approval by the FMC, does not in any way diminish the responsibility of the National Focal Point and the Programme Operator to verify and confirm the correctness of the documents and information forming the basis of the programme agreement.

2. Nothing contained in the programme agreement shall be construed as imposing upon the FMC or the FMO any responsibility of any kind for the supervision, execution, completion, or operation of the Programme or its projects.

3. The FMC does not assume any risk or responsibility whatsoever for any damages, injuries, or other possible adverse effects caused by the Programme or its projects including, but not limited to inconsistencies in the planning of the Programme or its projects, other project(s) that might affect it or that it might affect, or public discontent. It is the full and sole responsibility of the National Focal Point and the Programme Operator to satisfactorily address such issues.

4. Neither the National Focal Point, the Programme Operator, entities involved in the implementation of projects, nor any other party shall have recourse to the FMC for further financial support or assistance to the Programme in whatsoever form over and above what has been provided for in the programme agreement.

5. Neither the European Free Trade Association, its Secretariat, including the FMO, its officials or employees, nor the FMC, its members or alternate members, nor the EFTA States, can be held liable for any damages or injuries of whatever nature sustained by the National Focal Point or the Beneficiary State, the Programme Operator, Project Promoters or any other third person, in connection, be it direct or indirect, with this programme agreement.

6. Nothing in this programme agreement shall be construed as a waiver of diplomatic immunities and privileges awarded to the European Free Trade Association, its assets, officials or employees.

Article 5.4
Entry into force and duration

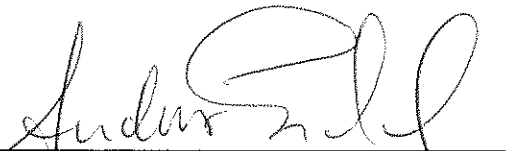
1. This programme agreement shall enter into force on the date of the last signature of the Parties.

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

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

For the FMC

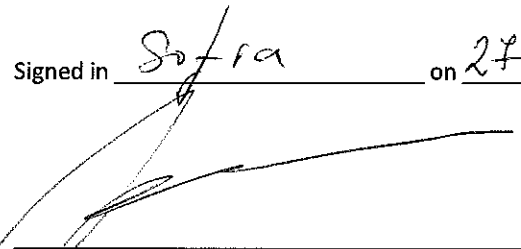
Signed in Oslø on 15.5.2013



Anders Erdal
FMC Chairman

For the National Focal Point

Signed in Sofia on 27.05.13



Iliana Tsanova
Deputy-Prime Minister and Minister of EU Funds Management, Head of National Focal Point

Annex I - Programme Decision

1. Expected Outcomes & Indicators for Outputs

Expected Outcome(s): Increased higher education student and staff mobility between Beneficiary and EEA EFTA States

Output

Mobility projects in higher education

Output indicator(s)	Baseline	Target	Source of Verification
Number of students benefiting from a mobility grant	12	40	Project reports

Output

Mobility projects in higher education

Output indicator(s)	Baseline	Target	Source of Verification
Number of staff benefiting from a mobility grant	120	355	Project reports

Expected Outcome(s):

Increased and strengthened institutional cooperation at all levels of the education sector (school education, higher education, vocational training/education and adult education) between Beneficiary and EEA EFTA States

Output

Inter-institutional cooperation projects between higher education institutions

Output indicator(s)	Baseline	Target	Source of Verification
Number of HE staff included in the projects	0	15	Project reports
Number of HE and research institutions involved in the projects	0	3	Project reports

Output

Inter-institutional cooperation projects between higher education institutions

Output indicator(s)	Baseline	Target	Source of Verification
Number of intensive study programmes and joint modules/study programmes developed	0	3	Project reports

2. Conditions

2.1 General

- 1) Bilateral indicators, outcome and output indicators shall be reported on in the annual Programme report.
- 2) A plan for the contribution of this Programme to reaching the target of 10% of the allocation to go towards improvement of the situation for the Roma population, as agreed in Section 2 of Annex B of the MoUs for the EEA Financial Mechanism shall be developed together with all relevant stakeholders. The final plan shall be submitted to the FMC for approval prior to the final allocation and disbursement of the funds.
- 3) Complementary action under this Programme shall be further defined by the Programme Operator in accordance with Article 7.11 of the Regulation.
- 4) The details of use of the latter part of the bilateral fund, the detailed procedures and criteria for awarding support from the fund, the grant rate, the minimum and maximum grant amounts, and any other relevant details will be further developed by the Programme Operator. These details shall be submitted to the FMC for approval prior to the allocation and disbursement of these funds.

2.2 Pre-eligibility

Not applicable.

2.3 Pre-payment

1) The indicators under section 1. above shall be revised and submitted to the FMC for approval prior to the first disbursement to the projects.

2.4 Pre-completion

Not applicable.

2.5 Post-completion

Not applicable.

2.6 Other

Not applicable.

3. Eligibility of costs

3.1 Eligibility of costs - period

Eligibility of costs (excluding prog prep costs): 23/11/2012-30/04/2017

Eligibility of programme proposal preparation costs: 17/06/2011-22/11/2012

3.2 Grant rate and co-financing

Programme estimated total cost (€)	€1,764,706
Programme estimated eligible cost (€)	€1,764,706
Programme grant rate (%)	85.0000%
Maximum amount of Programme grant (€)	€1,500,000

3.3 Maximum eligible costs (€) and Advance payment amount (€)

Budget heading	Eligible expenditure	Advance payment*
Programme management	€164,883	€10,045
Increased higher education student and staff mobility between Beneficiary and EEA EFTA States	€734,500	€114,310
Increased and strengthened institutional cooperation at all levels of the education sector (school education, higher education, vocational training/education and adult education) between Beneficiary and EEA EFTA States	€750,000	€170,000
Fund for bilateral relations	€81,500	€34,000
Complementary action	€25,000	€2,550
Preparation of programme proposal	€8,823	€8,823
Reserve for exchange rate losses	€0	€0
Total	€1,764,706	€339,728

* The advance payment is composed of €288,769 in grant amount and €50,959 in co-financing.

3.4 Retention of management costs

Retention of management costs - percentage of the management costs	10.00%
Retention of management costs - planned Euro value	€14,015

3.5 Small Grant Scheme

Not applicable

Annex II - Operational Rules

1. Eligibility

1.1 Eligible measures (sub-measures if any):

The Programme Operator is the Ministry of Education, Science and Youth of Bulgaria.

The Donor Project Partners (DPPs) are The Icelandic Centre for Research (RANNIS), Iceland, National Agency for International Education Affairs (AIBA), Liechtenstein, Norwegian Centre for International Cooperation in Education (SIU), Norway. SIU will function as lead Donor Programme Partner.

The Programme aims to increase higher education student and staff mobility between Bulgaria and the Donor States, to improve cooperation on study programme and study module development, and to strengthen the competence of Bulgarian higher education sector academic, research and administrative staff.

This Programme shall contribute to reaching the target of 10% of the allocation to go towards improvement of the situation for the Roma population, as agreed in Section 2 of Annex B of the MoUs for the EEA Financial Mechanism.

If possible and relevant, potential synergies with the Green Industry Innovation Programme (PA 21) shall be ensured.

Within the Programme the following three measures* will be supported. The measures are open to all academic disciplines:

Measure 1: Preparatory visits (Fund for bilateral relations at Programme level).

Target group: Bulgarian higher education institutions and their potential partners in Donor States, in accordance with the Guidelines for Scholarship Programmes.

Measure 2: Mobility projects in higher education

Target group: Students, teachers, administrative staff and researchers in Bulgaria and Donor States.

This measure consists of two components:

- o Sub-measure a): Student mobility, including post-graduate students and doctoral candidates
- o Sub-measure b): Mobility of academic, research and administrative staff.

Measure 4: Inter-institutional cooperation projects between higher education institutions in Bulgaria and the Donor States.

Activities: Cooperation on intensive programmes/short courses, summer schools, common curricula - joint programmes and common study modules, development of new teaching tools and methods with focus on ICT-based learning and cooperation with enterprises. Cooperation between HEIs and research institutions aimed at joint research activities is also envisaged.

1.2 Eligible applicants:

The rules on the eligibility of applicants are set in Article 6.2.2 of the Regulation. Institutions apply for project funding. Individual applicants apply to their home institutions.

The following specifications apply to this Programme:

Measure 1: Preparatory visits:

Bulgarian higher education institutions and their potential partners in Donor States.

Measure 2: Mobility projects in higher education:

Students, teachers, administrative staff and researchers in Bulgaria and Donor States.

Measure 4: Inter-institutional cooperation projects between higher education institutions:

Bulgarian higher education institutions.

1.3 Special rules on eligibility of costs:

Chapter 7 of the Regulation contains the rules on eligibility of costs. The following specifications apply:

There will be no flat rate for overheads on either Programme level or project level; all indirect costs will be supported by invoices.

In-kind will not be eligible.

*The numbering of the measures is in accordance with Annex IX of the Scholarship Guidelines.

2. Financial parameters

2. Financial parameters

2.1 Minimum and maximum grant amount per project:

Measure 2: Mobility projects in higher education:

- Sub-measure a): Student mobility

Scholarships of 1-4 months shall be granted, at a monthly rate of €1,200. In addition, the grant will cover travel costs of up to €500. Thus, the minimum amount of grant assistance applied for is €1,700; the maximum amount is €5,300.

- Sub-measure b): Mobility of academic, research and administrative staff

Scholarships of 1-3 weeks shall be granted, at a rate of €1,700 for the first week and € 400 for the subsequent weeks. Thus, the minimum amount of grant assistance applied for is €1,700; the maximum amount is €2,500. In addition, applicants may use up to €600 for participation fees in seminars, conferences and other public events, which shall be granted upon presentation of a receipt certifying the expenditure.

Measure 4: Inter-institutional cooperation projects between higher education institutions

The maximum amount of grant assistance applied for is €250,000 per project.

2.2 Project grant rate:

Measure 2:

Grants from the Programme are paid out as fixed rates, the remaining costs shall be provided by the beneficiary.

Measure 4:

Grants from the Programme will not exceed 90% of total eligible project costs. The remaining costs of the project shall be provided or obtained by the beneficiary.

3. Selection of projects

3.1 Selection procedures:

Measure 2:

In accordance with Article 6.5.8 of the Regulation, the following procedure shall apply:

The selection procedure shall consist of two stages. The Bulgarian higher education institutions shall have the responsibility to pre-select the applicants, which will then be further assessed by the Programme Operator. The pre-selected applicants shall be proposed to the Selection Committee.

The Selection Committee will further assess the applications on the basis of documents and interviews with the applicants and make proposals for the approval/rejection of the applications.

Measure 4:

The selection procedure will be carried out in accordance with Article 6.5 of the Regulation.

3.2 Open calls and availability of funds (including number of calls, duration of calls, and estimated size):

Measure 2:

There shall be two calls for applications in 2013, 2014, and 2015, respectively. In 2013, the first call shall be launched no later than in the second quarter. Otherwise, the first call of each year shall be launched no later than in the first quarter, the second one no later than in the third quarter of the respective year. The calls shall be open at least for 2 months.

- Sub-measure a): Student mobility

Grants shall be awarded to 40 students in total, for an average duration of one semester. The calls shall make available € 26,500 per calendar year, € 10,600 in the first call of each year and € 15,900 in the second of each year.

- Sub-measure b): Mobility of academic, research and administrative staff

In 2013, € 96,500 shall be made available per call, i.e. € 193,000 in total. In 2014 € 109,000 shall be made available per call, i.e. € 218,000 in total. In 2015 € 122,000 shall be made available per call, i.e. € 244,000 in total.

Measure 4:

There shall be two calls for applications, which shall award grants for a duration of up to two years. The first call shall be launched in third quarter of 2013, and make available € 500,000, 85% of which (€425,000) shall be provided in 2013 and the remaining 15% (€ 75,000) shall be allocated in 2015 after the completion of the projects and the approval of the final reports. The second call shall be launched in first quarter of 2014 and make available € 250,000, 85% of which (€ 200,000) shall be allocated in 2014 and the remaining 15% (€ 50,000) shall be provided in 2016. The calls shall be open at least for 3 months.

The Programme Operator shall, in co-operation with the Norwegian embassy in Sofia, ensure that the open calls reach as broad an audience as possible.

3.3 Selection criteria:

Measure 2:

- Sub-measure a):
 - o Motivation letter;
 - o Academic awards;
 - o Level of mastering the corresponding foreign language (English for Norway and Iceland and German for Liechtenstein), based on a language certificate;
 - o Interview.
- Sub-measure b):
 - o Motivation;
 - o Qualification;
 - o Professional experience;
 - o Teaching experience (certificates and awards);
 - o Research activities and achievements.

Measure 4:

The selection criteria will be developed by the Programme Operator together with one or all the DPPs and will be further discussed in the Cooperation Committee. The final selection criteria will be included in the text of the call for proposals.

Social sustainability issues, in particular initiatives that help combat discrimination and intolerance, shall be reflected in the selection criteria for all measures, they shall be published in the open calls and shall be reported on to the Donors.

4. Payment flows, verification of payment claims, monitoring and reporting**4.1 Payment flows**

Payments towards the final beneficiaries will be in the form of advance payments, interim payments and a final payment in the form of a reimbursement of incurred expenditure. Payments to projects are made on the basis of approved interim reports.

The Project Promoter can receive an advance payment of up to 80% of grant awarded, which will be made within 30 working days after the Project Contract is signed. The advance payment will be used as working capital throughout project implementation. The payment of the final balance (up to 20%) will be made no later than 30 days after the approval of the final report.

4.2 Verification of payment claims

Verification and approval of project interim reports and final reports will be conducted by the Programme Operator. Project Promoters shall submit interim reports and supporting documents to the PO. Interim reports shall contain information on project progress, interim payment requests, and incurred expenditure, and shall be submitted to the PO every fourth month.

Verification and approval of interim reports will be performed by the Programme Operator through desk checks covering 100% of the expenses.

The procedure for verification of Interim project reports, periodicity of reporting periods, and deadlines for reporting outlined in the Programme proposal will further be detailed in the description of the Programme Operator's management and control systems according to Article 4.8.2 of the Regulation.

4.3 Monitoring and reporting

The monitoring and reporting for this Programme is described in the Monitoring Plan attached to the Programme Proposal as Annex III.

5. Additional mechanisms within the programme**5.1 Funds for bilateral relations**

The PO will set aside €81,500 of the total Programme budget to a Fund for bilateral relations.

The bilateral fund shall be used for Measure 1, which aims to enhance the mobility of staff in higher educational institutions in order to establish and further develop the cooperation between institutions with a view to future cooperation. The fund will in particular support the preparation of applications for one or several of the other measures under the Programme. Preparatory visits may take place as a purely bilateral cooperation between two institutions/faculty staff, or as a meeting between several institutions.

Eligible applicants:

Higher education institutions (HEIs) and their potential partners.

The maximum amount of grant assistance applied for under the bilateral fund is € 4,000 per visit.

Grants from the bilateral fund will cover 100% of total eligible costs.

There shall be three calls for applications. The first call shall be launched no later than in the third quarter of 2013, and the second no later than in the third quarter of 2013. These two calls together shall make available €40,000. These calls shall be open for the first two academic years of the Programme period, and beneficiaries shall be selected every six months for short-term mobility. The third call shall be launched no later than in the third quarter of 2014, and shall make available €25,000 for the remaining five planned bilateral visits. All calls shall be open at least for 2 months.

The purpose of the visit must be described clearly and usually be directed at another action in the EEA Programme.

The selection procedure shall consist of two stages. The Bulgarian higher education institutions shall have the responsibility to pre-select the applicants, which will then be further assessed by the Programme Operator. The pre-selected applicants shall be proposed to the Selection Committee.

The Selection Committee will further assess the applications on the basis of documents and interviews with the applicants and make proposals for the approval/rejection of the applications.

€16,500 will be made available to support bilateral cooperation activities that are not covered by Measure 1, such as networking, exchange of knowledge and experience, etc. between project promoters from the Beneficiary State and entities from the Donor States. The use of these bilateral funds is to be agreed upon in the Cooperation Committee.

The details of use of the latter part of the bilateral fund, the detailed procedures and criteria for awarding support from the fund, the grant rate, the minimum and maximum grant amounts, and any other relevant details will be further developed by the Programme Operator.

5.2 Complementary action

Not more than a sum equalling 20% of the Programme management costs will be set aside for complementary action.

The Programme operator shall facilitate the participation of relevant stakeholders in events/seminars/activities agreed with the Donors and ensure that it is eligible for coverage from these funds.

The PO will submit information on actions to be funded as complementary action to the FMO for approval in accordance with Article 7.11.3. of the Regulation.

5.3 Reserve for exchange rate losses

Not applicable.

5.4 Small Grant Schemes

Not applicable.

6. Pre-defined projects

Not applicable.

7. Modification of the programme

Any modifications of the Programme will follow the rules set forth in the Regulation and in Article 2.9 of the Programme Agreement.

8. Programme proposal version

Any reference to the Programme proposal in this Programme Agreement shall be interpreted as a reference to the version signed by the Programme Operator on 22 March 2012 and shall include all subsequent correspondence and communication between the Donors, the Financial Mechanism Office, the National Focal Point and the Programme Operator.

9. Miscellaneous

Not applicable.