

Norwegian Financial Mechanism 2009-2014

PROGRAMME AGREEMENT

between

The Norwegian Ministry of Foreign Affairs

and

The Ministry of Finance,  
hereinafter referred to as the "National Focal Point",  
representing the Czech Republic,  
hereinafter referred to as the "Beneficiary State"

together hereinafter referred to as the "Parties"

for the financing of the Programme "Public Health Initiatives "

hereinafter referred to as the "Programme"

## Chapter 1 Scope, Legal Framework, and Definitions

### Article 1.1 Scope

This programme agreement between the Norwegian Ministry of Foreign Affairs (hereinafter referred to as the NMFA) 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 Norwegian 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 Norwegian Financial Mechanism 2009-2014:

- a. the Agreement between the Kingdom of Norway and the European Union on the Norwegian Financial Mechanism 2009-2014 (hereinafter referred to as the Agreement);
- b. the Regulation on the implementation of the Norwegian Financial Mechanism 2009-2014 (hereinafter referred to as the "Regulation") issued by Norway in accordance with Article 8(8) of the Agreement;
- c. the Memorandum of Understanding on the Implementation of the Norwegian Financial Mechanism 2009-2014 (hereinafter referred to as the "MoU"), entered into between the Kingdom of Norway and the Beneficiary State; and
- d. any guidelines adopted by the NMFA 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 Norwegian 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 NMFA 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 EEA 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 NMFA 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 NMFA of such signing.

2. The signed programme implementation agreement shall be identical to the draft programme implementation agreement confirmed by the NMFA 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 NMFA 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 NMFA.

2. Modifications that do not affect the objective, outcomes, outputs, indicators or targets of the Programme are permitted without NMFA'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 NMFA, the National Focal Point shall consult the NMFA 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 NMFA 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 NMFA 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 NMFA shall ensure that the National Focal Point is informed about communication between the NMFA 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 NMFA 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 NMFA 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 Norway.
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 NMFA 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 NMFA 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

The NMFA 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 5.1

## Dispute settlement

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

## Article 5.2

## Termination

1. The NMFA 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 NMFA, 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.

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 NMFA 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.

## Article 4.2

## Proof of expenditure

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. 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 4.4

## Transparency and availability of documents

The National Focal Point shall ensure an audit trail for financial contributions from the Norwegian 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 NMFA 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 NMFA, 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 NMFA or the FMO any responsibility of any kind for the supervision, execution, completion, or operation of the Programme or its projects.

3. The NMFA 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 NMFA 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 NMFA, its officials or employees, 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.

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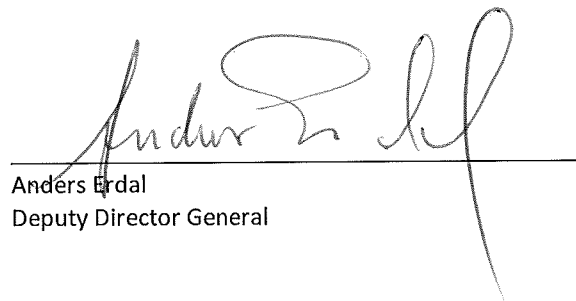
This programme agreement is drawn up in two originals in the English language.

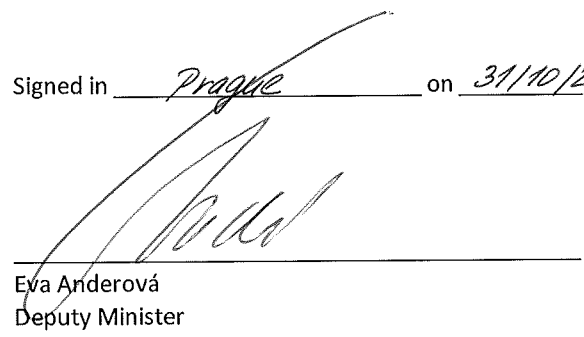
For the NMFA

For the National Focal Point

Signed in PRAQUE on 31.10.2013

Signed in Prague on 31/10/2013

  
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Anders Erdal  
Deputy Director General

  
\_\_\_\_\_  
Eva Anderová  
Deputy Minister

## Annex I - Programme Decision

### 1. Expected Outcomes & Indicators for Outputs

**Expected Outcome(s):** Improved mental health services

#### Output

System of new approach to the rehabilitation of patients established

| Output indicator(s)   | Baseline | Target | Source of Verification |
|---|----------|--------|------------------------|
| Number of created systems of new approach to rehabilitation of patients | 0        | 1      | Project report         |

#### Output

Comprehensive rehabilitation system in the mental hospitals implemented

| Output indicator(s)   | Baseline | Target | Source of Verification |
|---|----------|--------|------------------------|
| Number of implemented systems securing the transition of activities from the institutions of psychiatric care to the new approach to the rehabilitation | 0        | 15     | Project report         |

#### Output

The development of NGO activities in the field of mentally ill patients focused on de-institutionalization and de-stigmatization

| Output indicator(s)   | Baseline | Target | Source of Verification |
|---|----------|--------|------------------------|
| Number of programmes focused on de-institutionalization and de-stigmatization created and implemented by NGOs | 0        | 15     | Project report         |

**Expected Outcome(s):** Improved access to and quality of health services including reproductive and preventive child health care

#### Output

Activities in the field of health care for children in the Czech Republic centralized

| Output indicator(s)                                     | Baseline | Target | Source of Verification |
|---|----------|--------|------------------------|
| The number of established centres on the national level | 0        | 2      | Project report         |

#### Output

Primary and secondary prevention focused on reduction of after effects of diseases, injuries and health problems in child age developed

| Output indicator(s)                                      | Baseline | Target | Source of Verification |
|--|----------|--------|------------------------|
| Number of programmes of primary and secondary prevention | 0        | 10     | Project report         |

#### Output

NGO activities in the field of care for children (injury prevention, prevention of after-effects of health problems and diseases in the child age and the area of care for patients with rare diseases developed

| Output indicator(s)  | Baseline | Target | Source of Verification |
|--|----------|--------|------------------------|
| Number of NGO prevention programmes on child injuries, after-effects of diseases and health problem in child age and care for persons with rare diseases | 0        | 15     | Project report         |



## 2. Conditions

### 2.1 General

- 1) The National Focal Point shall ensure that any public support under this Programme complies with the procedural and substantive state aid rules applicable at the time when the public support is granted. The National Focal Point shall, by way of the programme implementation agreement, ensure that the Programme Operator maintains written records of all assessments concerning compliance with state aid rules, particularly decisions to award grants and set grant rates, and provides such records to the NMFA upon request. The approval of the Programme by the NMFA does not imply a positive assessment of such compliance.
- 2) Bilateral, output and outcome indicators shall be reported on in the annual programme report.
- 3) The National Focal Point shall ensure that costs incurred by project partners, including partners of pre-defined projects, are covered from the project budget.
- 4) The details of use of the bilateral fund, the detailed procedures and criteria for awarding support from the fund, and any other relevant details will be developed by the Programme Operator and will be further discussed in the Cooperation Committee.
- 5) The National Focal Point shall ensure that the Programme Operator informs and coordinates its actions with the Operators of the NGO Programme and any other relevant programme in the Czech Republic in order to avoid overlap and to seek and achieve synergies.

### 2.2 Pre-eligibility

Not applicable.

### 2.3 Pre-payment

Not applicable.

### 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): 08/04/2013-30/04/2017

Eligibility of programme proposal preparation costs: 17/06/2011-07/04/2013

### 3.2 Grant rate and co-financing

|                                       |             |
|---------------------------------------|-------------|
| Programme estimated total cost (€)    | €19,180,000 |
| Programme estimated eligible cost (€) | €19,180,000 |
| Programme grant rate (%)              | 100.0000%   |
| Maximum amount of Programme grant (€) | €19,180,000 |

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

| Budget heading  | Eligible expenditure | Advance payment* |
|---|----------------------|------------------|
| Programme management  | €1,373,962           | €0               |
| Improved mental health services   | €10,433,400          | €0               |
| Improved access to and quality of health services including reproductive and preventive child health care | €6,946,661           | €0               |
| Fund for bilateral relations  | €287,700             | €0               |
| Complementary action  | €50,000              | €0               |
| Preparation of programme proposal   | €88,277              | €0               |
| Reserve for exchange rate losses  | €0                   | €0               |
| Total   | €19,180,000          | €0               |

\* The advance payment is composed of €0 in grant amount and €0 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                 | €137,396 |

### 3.5 Small Grant Scheme

|                                     |   |
|-------------------------------------|---|
| Outcome                             | Improved mental health services   |
| Total Amount Reserved               | €2,298,387  |
| Grant Amount at Project Level       | €6,050 – 242,000  |
| Duration of the Project             | 6 – 24 months   |
| Maximum Grant Rate at Project Level | 90.00%  |
| Outcome                             | Improved access to and quality of health services including reproductive and preventive child health care |
| Total Amount Reserved               | €1,532,258  |
| Grant Amount at Project Level       | €6,050 – 242,000  |
| Duration of the Project             | 6 – 24 months   |
| Maximum Grant Rate at Project Level | 90.00%  |

## Annex II - Operational Rules

### 1. Eligibility

#### 1.1 Eligible measures (sub-measures if any):

The Programme Operator is the Ministry of Finance of the Czech Republic. The Donor Programme Partner is the Norwegian National Institute of Public Health. The Programme shall be implemented in partnership with the Ministry of Health of the Czech Republic. The roles and responsibilities of the Ministry of Health shall be set out in a partnership agreement between the Ministry and the Programme Operator.

The Programme will contribute to improving the quality of psychiatric care in the Czech Republic and healthcare for children through primarily preventive activities.

The Programme consists of two open calls, two small grant schemes and three pre-defined projects.

The open calls will contribute to improving mental health services and their accessibility by implementing a new rehabilitation system for inpatient facilities of psychiatric care as well as developing and upgrading the infrastructure of these facilities. The open calls will also contribute to supporting children with perinatal burdens or suffering from after effects of injuries or diseases which occurred in early childhood by establishing or equipping existing centres of care in particular regions as well as providing training for staff. Prevention programmes will also be created aiming at reducing the number of incidents and injuries as well as their impact on children.

The small grant schemes will support measures dedicated to improving alternative forms of psychiatric care including community-care and support to patients and their families as well as measures dealing with primary and secondary prevention of child injuries, side effects of health problems and illnesses in early childhood, and helping patients with rare diseases.

The pre-defined projects contribute to the creation of a comprehensive rehabilitation system for the mentally ill and its implementation in inpatient facilities, supporting the activities of the National Coordinating Centre for the Prevention of Injuries, Violence and Child Safety and supporting the activities of the National Coordinating Centre for Rare Diseases at the Motol University Hospital.

#### 1.2 Eligible applicants:

The rules on eligibility of applicants are set in Article 6.2 of the Regulation.  
For projects under the small grant schemes, eligible applicants are NGOs as defined in Article 1.5.1(m) of the Regulation.

#### 1.3 Special rules on eligibility of costs:

In general costs are eligible in accordance with Chapter 7 of the Regulation with the following exception:

- By way of exception from Article 7.3.1(c) of the Regulation, the entire purchase price of new equipment may be eligible if the equipment is an integral and necessary component for the implementation of the project and is essential for achieving the outcome of the project. The Programme Operator will check and verify compliance with this condition.

### 2. Financial parameters

#### 2.1 Minimum and maximum grant amount per project:

a) Open calls: The minimum amount of grant assistance applied for is €242,000; the maximum amount is €806,500.

b) Small grant schemes: The minimum amount of grant assistance applied for is €6,050; the maximum amount is €242,000.

#### 2.2 Project grant rate:

In case of projects implemented by Project Promoters that fall within the definition of NGOs contained in Article 1.5.1(m) of the Regulation, the maximum grant rate is 90% of total eligible project costs. For public institutions, the grant rate will not exceed 80% of total eligible project costs. For all other legal entities, the grant rate will not exceed 85% of total eligible project. The remaining costs of the project shall be provided or obtained by the Project Promoter.

### 3. Selection of projects

#### 3.1 Selection procedures:

The selection procedures shall be in accordance with Article 6.5 of the Regulation and the Guidelines for Submission and Evaluation of Applications and Grant Award developed by the National Focal Point. The independent and impartial experts referred to in Article 6.5.2 shall be independent of the Programme Operator, the Selection Committee and the project applicants.

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

A call for proposals under the outcome "Improved mental health services" shall be launched no later than in the first quarter of 2014 and make available €7,561,061

A call for proposals under the outcome "Improved access to and quality of health services, including reproductive and preventive child health care" shall be launched no later than in the fourth quarter of 2013 and make available €4,210,162.

The calls shall be developed in close cooperation with relevant stakeholders, including the Czech regions and local institutions.

#### 3.3 Selection criteria:

The selection criteria shall be in accordance with Article 6.5 of the Regulation and the Guidelines for Submission and Evaluation of Applications and Grant Award developed by the National Focal Point.

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

#### 4.1 Payment flows:

The Programme Operator shall ensure that funds are available for payments to the projects in a timely manner.

Payments towards projects will be in the form of advance payments, interim payments and a final payment. The advance payment shall be set individually based on the cash flow of the project. The advance payment shall not exceed 20% of the grant or €80,645.16, whichever is lower. The advance payment shall be set off when 80% of the grant is spent. Interim payments to projects are made on the basis of approved interim reports. The final payment will be made after the closure and settlement of the financial audit carried out by the Programme Operator.

#### 4.2 Verification of payment claims:

Verification and approval of the interim and final reports of the Project Promoters will be conducted by the Programme Operator. The interim reports of the Programme Operator are verified and approved by the Certifying Authority.

The procedure for verification of payment claims and deadlines for reporting as 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 Programme Operator and the Programme Partner shall continuously monitor the projects through the review of reports submitted by the Project Promoters and on-site monitoring visits. Projects supported within the open calls and pre-defined projects shall be monitored by the Programme Operator. Projects within the small grant scheme shall be monitored by the Programme Partner. On-site monitoring visits shall be carried out in cooperation with external technical experts and shall take the form of ordinary, ad-hoc and follow-up visits.

Project Promoters shall be required to report on project progress and outputs in interim and final reports.

Interim reports shall be submitted every 4 months and shall as a minimum describe:

- a) the project progress, fulfilment of project outputs, information on tender procedures, project time schedule, project modifications, fulfilment of project conditions if relevant and risk management;
- b) the financial progress of the project, including a list of claimed expenditures and requests for payments, and information on any financial audit if relevant.

The final report shall contain the same information as the interim reports. In addition, it shall describe the achievement of the

overall objective of the project and contain information on cross-cutting issues relevant to the project, fulfilment of project conditions and sustainability of the project. It shall also include summary information on financial management and findings from the final financial audit. The final report can cover the last reporting period up to 6 months.

In addition at least one programme review shall be carried out by externally contracted experts. The review shall focus on effectiveness and efficiency of the programme in achieving outputs and outcomes and relevance of projects in relation to the programme outcomes and strategies.

Information on monitoring and reporting as 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.

## 5. Additional mechanisms within the programme

### 5.1 Funds for bilateral relations:

The Programme Operator will set aside minimum 1,5 % of the total programme budget to a fund for bilateral relations.

35% of the fund for bilateral relations will be used for seminars for potential and existing Project Promoters and potential partners from the Donor States. The purpose is to search for project partners and develop partnership ideas and projects. 65% of the fund for bilateral relations will be used for networking events, as well as the exchange of knowledge and experience between Project Promoters and entities in the Donor States.

The maximum grant rate under the bilateral fund is 100%. The minimum grant amount per project is €2,000. The maximum grant amount is €20,000 under measure (b). There is no maximum amount under measure (a).

The details of use of the bilateral fund, the detailed procedures and criteria for awarding support from the fund, and any other relevant details will be further developed by the Programme Operator.

### 5.2 Complementary action:

The Programme Operator shall set aside €50,000 for complementary action under the Programme. Complementary actions shall among others facilitate the participation of all relevant stakeholders in events, seminars and activities agreed with the FMC.

Complementary action shall be further defined by the Programme Operator and shall be further discussed in the Cooperation Committee.

### 5.3 Reserve for exchange rate losses:

Not applicable.

### 5.4 Small Grant Schemes:

Two small grant schemes shall be established under the Programme. The first small grant scheme shall support measures dedicated to alternative forms of psychiatric care including community based care and support to patients and their families. The small grant scheme shall be operated by the Ministry of Health of the Czech Republic. The total amount available for re-granting under the small grant scheme is €2,298,387.

One call for proposals will be launched under the first small grant scheme, no later than during the fourth quarter of 2013. The minimum amount of grant assistance applied for is €6,050; the maximum amount is €242,000.

The second small grant scheme shall support NGO projects dealing with primary and secondary prevention of child injuries and health problems in the early child age on both national and regional level as well as supporting patients with rare diseases, primarily through patient organisations. The small grant scheme shall be operated by the Ministry of Health of the Czech Republic. The total amount available for re-granting under the small grant scheme is €1,532,258.

One call for proposals will be launched under the second small grant scheme, no later than during the fourth quarter of 2013. The minimum amount of grant assistance applied for is €6,050; the maximum amount is €242,000.

The selection procedures under the small grant scheme shall be in accordance with Article 6.5 of the Regulation and the Guidelines for Submission and Evaluation of Applications and Grant Award developed by the National Focal Point.

The monitoring, reporting and financial flows will be further described in the SGS Manual elaborated by the Ministry of Health.

## 6. Pre-defined projects

### 1) "The creation of the comprehensive rehabilitation system for the mentally ill and its Implementation in the Inpatient Facilities"

Project Promoter: Mental Hospital Bohnice

Partner(s): Donor project partner to be determined

Total maximum eligible project cost: €717,441

Project grant rate: 80%

Maximum contribution from the Programme: €573,952

Estimated duration: 23 months

Expected outcome: "Development and implementation of the comprehensive rehabilitation system"

The completed Project shall include the following activities:

- Selection of assessment tools, systems, software tools;
- Translation, adaptation of assessment tools and therapeutic procedures, selection of therapeutic aids, unification of currently used procedures in the Czech Republic;
- Creation of a therapeutic-rehabilitation system and "good clinical practice" proposal;
- Definition of the processes of psychiatric rehabilitation and patient assessment methodology;
- Predefinition of indications for therapeutic procedures;
- Implementation of the pilot projects;
- Evaluation of outputs;
- Establishment of therapeutic guidelines;
- Conferences, work groups, "road show";
- Video conferences;
- Publication of outputs;
- Implementation of the comprehensive rehabilitation programmes in accordance with the established guidelines and procedures;
- Correction of implemented procedures in accordance with the increasing experience with implementation and according to the results of conducted scientific studies;
- Continued training of new workers by already skilled and knowledgeable workers;
- Accrediting the Comprehensive Programme of Psychosocial Rehabilitation for the Psychiatrically ill.

### 2) "Support of the activities of the National Coordinating Centre for the Prevention of Injuries, Violence and Child Safety"

Project Promoter: The Motol University Hospital

Partner(s): University Hospital Brno, Charles University in Prague – 3d Faculty of Medicine, Donor project partners to be determined

Total maximum eligible project cost: €576,932

Project grant rate: 80%

Maximum contribution from the Programme: €461,545

Estimated duration: 35 months

Expected outcome: "Creation of methodology for the work of the national coordinating centre for the prevention of injuries, violence and child safety"

The completed Project shall include the following activities:

- Staffing of the National Coordinating Centre (NCC) individual workplaces;
- Equipment of the NCC individual workplaces;
- Creation of communication channels, equipment of computer and communications technology for connecting to databases of partners, equipment of technique for creating educational materials;
- Creation of the official NCC website for the professional and general public user interface and for promotion;
- Analytical and educational activities, including regular monitoring of the long-term prevention campaigns in the Czech Republic, exchange of information with the European office of the World Health Organisation, Sharing general methodology with interested parties and assistance with its implementation, lectures and training activities for physicians, pedagogues, psychologists, educators, etc., drafting of reports, analysing the rate of child injuries, seminars aimed at educating professionals;
- Creation and testing of prevention methodologies.

### 3) "Supporting the activities of the National Coordinating Centre for Rare Diseases at the Motol University Hospital"

Project Promoter: National Coordinating Centre for Rare Diseases at the Motol University Hospital

Partner(s): General University hospital in Prague, Masaryk University and University Hospital in Brno, Frambu centre for rare diseases and Haukeland hospital, Bergen

Total maximum eligible project cost: €928,370

Project grant rate: 80%

Maximum contribution from the Programme: €742,696

Estimated duration: 33 months

Expected outcome: "Increasing the effectiveness of activities of specialists working in the field of rare diseases; establish partnerships with patient associations; official accreditation of national centres for specific rare diseases and their integration into the European reference centres network,

The completed Project shall include the following activities:

- Technological equipment of the National Coordinating Centre for Rare Diseases (CRD) at the Motol University Hospital, including the establishment of the central diagnostic unit for the genome sequencing of rare diseases, storage of received data and their anonymous submission to the central European data registries, and creation of the telephone help-line for rare diseases;
- Implementation of a pilot project, launching and testing the activities of the CRD;
- Educational activities for physicians and patient organisations.

## **7. Modification of the programme**

Any modifications of the programme and the submission of the revised budget will follow the rules set forth in the Regulation and in Article 2.9 of the programme agreement.

Any modification of the project will follow the rules set forth in the programme proposal.

## **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 February 2012 and shall include all subsequent correspondence and communication between the Donors, the Financial Mechanism Office, the National Focal Point and the Programme Operator, including inter alia the latest consolidated programme proposal recorded in DoRIS prior to the signing of the programme agreement.

## **9. Miscellaneous**

Not applicable.