

EEA Financial Mechanism 2009-2014

PROGRAMME AGREEMENT

between

The Financial Mechanism Committee
established by Iceland, Liechtenstein and Norway

and

The Ministry of Finance and Public Administrations,
hereinafter referred to as the "National Focal Point",
representing Spain ,
hereinafter referred to as the "Beneficiary State"

together hereinafter referred to as the "Parties"

for the financing of the Programme "Gender equality and work-life balance"

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 5.1

Dispute settlement

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 EEA Financial Mechanism 2009-2014 to the Programme in accordance with Article 8.8 of the Regulation.

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.

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.

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 Oslo on 8.10.2013



Anders Ergal
FMC Chairman

For the National Focal Point

Signed in Madrid on 15.10.2013



Fernando Fernández Melle
Deputy Director General for Cohesion Funds and
European Territorial Cooperation

Annex I - Programme Decision

1. Expected Outcomes & Indicators for Outputs

Expected Outcome(s): Gender issues across policies and practices mainstreamed

Output

More actors involved in policy making incorporate a gender equality perspective in their work/policies

Output indicator(s)	Baseline	Target	Source of Verification
Number of policy makers sensitised to gender equality involved	0	5	Programme documentation

Output

Schools in the primary educative level practice better gender equality

Output indicator(s)	Baseline	Target	Source of Verification
Number of schools with equality models designed, implemented and evaluated	0	6	Pre-defined project documentation

Output

Conditions for female entrepreneurship improved

Output indicator(s)	Baseline	Target	Source of Verification
Number of training modules to promote female entrepreneurship developed and implemented	0	25	Pre-defined project documentation: reports, attendance lists, training evaluation tests
Number of municipalities with improved conditions for female entrepreneurship	0	5	Pre-defined project documentation: reports, attendance lists, training evaluation tests

Output

Female entrepreneurial activity increased

Output indicator(s)	Baseline	Target	Source of Verification
Number of initiatives for identifying, selecting and assessing business opportunities addressed to increase women entrepreneurship	0	30	Projects documentation, reports, pictures, on-the-spot verifications
Entrepreneurial activity rate	5	6	Global Entrepreneurship Monitor

Output

Labour market accessibility for women invulnerable groups (mainly Roma and immigrant women) improved

Output indicator(s)	Baseline	Target	Source of Verification
Number of training modules to promote labour market accessibility for women in vulnerable groups developed and implemented	0	15	Projects documentation, activity reports, on-the spot verifications
Number of women from vulnerable groups participating in activities to improve their labour market accessibility	0	150	Projects documentation, activities reports, on-the spot verifications

Expected Outcome(s): Gender balance on company boards improved

Output

Initiatives to improve gender balance in managerial positions and company boards developed and implemented

Output indicator(s)	Baseline	Target	Source of Verification
Number of training modules to improve women's managerial skills developed and implemented	0	3	Pre-defined project documentation

Output

Company boards with gender balance improved

Output indicator(s)	Baseline	Target	Source of Verification
Number of company boards with improved gender balance	0	50	Pre-defined project documentation; reports

Expected Outcome(s): Balance between work, private and family life improved

Output

Work life balance at local level improved

Output indicator(s)	Baseline	Target	Source of Verification
Number of municipalities implementing work life balance plans	10	20	Pre-defined project documentation; reports

Output

Flexible working arrangements for women and men improved

Output indicator(s)	Baseline	Target	Source of Verification
Number of flexible working arrangements introduced	0	20	Pre-defined project documentation; reports

Expected Outcome(s): Successful national policies and best practices on gender equality exchanged

Output

Good practices and knowledge on policies related to gender-based violence exchanged between Spain and Norway

Output indicator(s)	Baseline	Target	Source of Verification
Number of good practices transferred	0	2	Pre-defined project documentation; reports

Output

Good practices and knowledge on policies related to gender-based violence implemented

Output indicator(s)	Baseline	Target	Source of Verification
Number of self-governing regions implementing good practices and knowledge on policies related to gender-based violence	0	3	Pre-defined project documentation; reports

Expected Outcome(s): Gender pay gap reduced

Output

Raised awareness on the need of reducing pay gap within the companies and promoting equal pay

Output indicator(s)	Baseline	Target	Source of Verification
Number of awareness raising initiatives on the gender pay gap implemented	0	8	Project documentation, annual reports,

Output

Best practices, measures and initiatives on reducing the gender pay gap, exchanged between Norway and Spain

Output indicator(s)	Baseline	Target	Source of Verification
Number of best practices transferred	0	3	Project documentation, annual reports
Number of peer reviews organised	0	3	Project documentation, annual reports

2. Conditions**2.1 General**

- 1) Bilateral, output and outcome indicators shall be reported on in the annual programme report.
- 2) 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 FMC upon request. The approval of the Programme by the FMC does not imply a positive assessment of such compliance.
- 3) Together with the Strategic Report, the National Focal Point shall provide the FMO with a statement of all co-financing provided by project promoters to their projects during the previous calendar year. The National Focal Point shall ensure that it obtains the necessary information in a timely manner from the Programme Operator by way of appropriate provisions in the programme implementation agreement.
- 4) The pre-defined projects "Equality plans in schools project", "Equilibrio/balance' continuation project" and "Project of exchange of best practices in the fight against gender based violence" shall be audited by an independent and certified auditor, certifying that the claimed costs are incurred in accordance with the Regulation, the relevant national law and accounting practices once the project is completed.

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): 31/05/2013-30/04/2017

Eligibility of programme proposal preparation costs: 19/11/2011-30/05/2013

3.2 Grant rate and co-financing

Programme estimated total cost (€)	€11,989,706
Programme estimated eligible cost (€)	€11,989,706
Programme grant rate (%)	85.0000%
Maximum amount of Programme grant (€)	€10,191,250

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

Budget heading	Eligible expenditure	Advance payment*
Programme management	€984,776	€233,812
Gender issues across policies and practices mainstreamed	€5,498,474	€2,453,084
Gender balance on company boards improved	€800,000	€178,500
Balance between work, private and family life improved	€1,492,354	€423,097
Successful national policies and best practices on gender equality exchanged	€1,058,823	€161,010
Gender pay gap reduced	€1,733,980	€1,040,388
Fund for bilateral relations	€179,846	€61,147
Complementary action	€181,504	€38,570
Preparation of programme proposal	€59,949	€0
Reserve for exchange rate losses	€0	€0
Total	€11,989,706	€4,589,608

* The advance payment is composed of €3,901,167 in grant amount and €688,441 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	€83,706

3.5 Small Grant Scheme

2.2 *Project grant rate:*

Grants from the programme will not exceed 85% of total eligible project costs, except in the case of those projects where the project promoter falls under the definition of non-governmental organisations contained in 1.5.1(m) of the Regulation, where the grant 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 Project Promoter.

3. Selection of projects

3.1 *Selection procedures:*

The selection procedures for projects shall in all cases be in accordance with Chapter 6 of the Regulation. The experts referred to in Article 6.5.2 of the Regulation shall be impartial and independent of the Programme Operator, the Women's Institute and the Selection Committee.

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

There shall be one call for applications under each of the calls for proposals and small grant schemes as follows:

- The call for proposals "Activities for promoting women's entrepreneurial attitude" shall make available €1,287,888.
- The call for proposals "Reducing pay gaps within companies" shall make available €1,733,980.
- The call for proposals "Implementation of good practices to improve coordination of services for victims of gender based violence" shall make available €988,023.
- The small grant scheme "Activities for promoting women's entrepreneurial attitude" shall make available €1,255,881.
- The small grant scheme "Activities addressing women in vulnerable groups and women from rural areas" shall make available €1,144,705.

The calls shall be launched no later than in the fourth quarter of 2013 and make available the total re-granting amount. A second call may be launched no later than in the second quarter of 2014 in case there are funds uncommitted as a result of the first call.

All calls shall be open for at least 2 months.

3.3 *Selection criteria:*

Detailed selection criteria for the calls for proposals and the small grants schemes will be adopted by the Selection Committee following consultation with the Cooperation Committee.

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. Payment flows towards to final beneficiaries will differ depending on whether the project is selected through a call for proposals or a small grant scheme, or if it is a pre-defined project.

Payment flows towards to Project Promoters selected through a call for proposal or a small grant scheme will be in the form of advance payment, interim pre-financing and payment of the final balance.

All Project Promoters, with the exception of project promoters with legal status as autonomous communities, have the possibility to request an advance payment depending on liquidity needs, but not exceeding 60% of the total grant amount and not exceeding €200,000. For autonomous communities, the advance payment can be up to 80% of the total grant amount. Advance payments are disbursed within 45 working days after the Project Contract is signed. The advance payment shall be off-set against subsequent approved financial reports.

Interim pre-financing to projects is made on the basis of approved financial reports. The reporting periods and the deadlines for submitting and assessing financial reports will be set in the Project Contracts. The Project Promoters will report to the Programme Operator on incurred expenditures, actual progress and pre-payment forecast through financial reports. Interim pre-financing will be disbursed within 45 working days after the approval of the financial reports.

The Programme Operator has the possibility to withhold up to 10% of the total grant amount for the payment of the final balance for all projects, with the exception of project promoters with legal status as autonomous communities, where the Programme Operator has the possibility to withhold up to 25% of the total grant amount for the payment of the final balance. The payment of the final balance will be disbursed within 45 working days after the approval of the final report.

Payment flows towards pre-defined projects will be in the form of advance payment, reimbursement of incurred expenditures and

payment of the final balance.

The Project Promoters have the possibility to request an advance payment depending on liquidity needs, but not exceeding 60% of the total grant amount and not exceeding €200,000. Advance payments are disbursed within 45 working days after the Project Contract is signed. The advance payment shall be off-set against subsequent approved financial reports.

Reimbursement of incurred expenditures is made on the basis of approved financial reports. The reporting periods and the deadlines for submitting and assessing financial reports will be set in the Project Contracts. The Project Promoters will report to the Programme Operator on incurred expenditures and actual progress through the financial reports. Reimbursement of incurred expenditures will be made within 45 working days after the approval of the financial reports.

The Programme Operator has the possibility to withhold up to 10% of the total grant amount for the payment of the final balance. The payment of the final balance will be disbursed within 45 working days after the approval of the final report.

The payment flows will be further outlined in the description of the Programme management and control systems according to article 4.8.2 of the Regulation.

4.2 *Verification of payment claims:*

The Programme Operator will conduct the verification and approval of project financial reports and the final report for all projects. Project Promoters compile and submit financial reports and the Programme Operator assesses and approves the financial reports in line with the deadlines set in the project contracts. The financial reports will be reviewed by the Programme Operator on the basis of a random sample of at least 35% of incurred costs.

In line with Article 7.13.3 of the Regulation, a report by an independent and certified auditor, certifying that the claimed costs are incurred in accordance with this Regulation, the national law and accounting practices of the project partner's country, shall, subject to Article 7.13.5, be seen as sufficient proof of costs incurred by a Project Promoter or a project partner whose primary location is in a Donor State or a Beneficiary State.

The pre-defined projects "Equality plans in schools project", "Equilibrio/balance' continuation project" and "Project of exchange of best practices in the fight against gender based violence", should in addition to the general verification of payment claims be audited by an independent and certified auditor, certifying that the claimed costs are incurred in accordance with the Regulation, the national law and accounting practices once the project is completed. The approval of the final report and the reimbursement of the final balance are conditional on a written approval from the independent and certified auditor.

The verification procedures for payment claims will be further outlined in the description of the Programme management and control systems according to article 4.8.2 of the Regulation.

4.3 *Monitoring and reporting :*

The Programme Operator shall continuously monitor the projects through the review of reports submitted by the Project Promoters. Interim reports shall minimum describe:

- a) the technical project progress, fulfilment of project outputs, information on tender procedures, problems arisen and the mitigation measures taken, project promotion, project sustainability arrangements;
- b) the financial progress of the project, project expenses compared to the budget and project plan for the next reporting period.

The final report shall also describe the achievement of the overall objective of the project in addition to other requirements specified in the project contract.

In addition to this, the Programme Operator will carry out on-the-spot checks based on the annual monitoring plan. On-the-spot checks will be conducted every year on a sample of projects selected on the basis of risk analysis and by random sample. An on-the-spot check will be conducted for at least 20% of the pre-defined projects every year. For projects selected under the open call or under the small grant scheme, an on-the-spot check will be conducted for at least 5% of the projects every year.

The aim of the on-the-spot checks is to make sure that the project is implemented in accordance with the requirements of the Regulation and the project contracts, to verify procurement procedures and the cost efficiency of incurred expenditures and project performance. On-the-spot checks on ad-hoc basis can also be carried out when suspicions arise that the information provided by the Project Promoter is incorrect or misleading or in case of deviations from expected project progress. On-the-spot checks on ad-hoc basis may also be organised for other reasons.

Irregularities will be handled in accordance with Chapter 11 of the Regulation.

Information on Reporting and Monitoring shall be further outlined in the description of the Programme's Management and Control

System 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 funds for a fund for bilateral relations.

The details of the use of the bilateral fund, the indicative split between measures (a) and (b) of the bilateral fund as per paragraph 1 of Article 3.6 of the Regulation, the detailed procedures and criteria for awarding support from the fund, and any other relevant details will be developed by the PO in cooperation with the DPP and will be subject to the approval of the Cooperation Committee.

Costs under the bilateral fund are eligible in accordance with Chapter 7.7 of the Regulation.

5.2 Complementary action:

Complementary action under this programme shall be further defined by the Programme Operator in accordance with Article 7.11 of the Regulation. As a minimum, the following activities will be implemented:

- Exchange of good practices on policies related to women's professional promotion
- International seminar "Implementation of good practices to improve coordination of services for victims of gender based violence"

In addition, complementary actions shall also facilitate the participation of all relevant stakeholders in events, seminars and activities agreed with the FMC.

The use of funds for complementary actions shall be agreed with the Donor Programme Partner in the Cooperation Committee.

5.3 Reserve for exchange rate losses :

Not applicable

5.4 Small Grant Schemes :

Two small grant schemes shall be implemented in the framework of the Programme. The Programme Operator shall operate the small grant schemes. Certain tasks may be delegated to the Women's Institute. This shall in no way affect or reduce the responsibilities of the Programme Operator.

One call for proposals shall be launched for each of the following small grant schemes:

1. Activities for promoting women entrepreneurial attitude. The small grants scheme will provide small scale funding to non-governmental organisations to promote female entrepreneurship.
2. Activities addressing women in vulnerable groups and women from rural areas. The SGS will provide small scale funding to non-governmental organisations implementing measures focusing on women from vulnerable groups including Roma women, migrant women and women from rural areas.

The eligible applicants, timing, budget, minimum and maximum grant amount, grant rate, the payment flows, verification of payment claims, monitoring and reporting rules related to the small grant schemes are set in the relevant parts of this Annex and Annex I.

6. Pre-defined projects

Pre-defined project 1

Title: "Equality plans in schools project, a practical tool for education based on equality"

Project Promoter: the Women's Institute

Maximum grant amount: €1,010,000

Project grant rate: 100%

Estimated total project cost: €1,010,000

This project shall contribute to the programme outcome "Gender issues across policies and practices mainstreamed".

The project will focus on research on gender equality in Spanish and Norwegian educational systems, identification of best practices on gender equality in education and support and guidance to enable Spanish educational institutions to develop and implement equality plans. The pre-defined project focuses on the following activities:

1. A study on coeducation in Spanish and Norwegian educational systems.
2. The publication of guidelines on coeducation.
3. Implementation of best practices in pilot educational institutions.

Pre-defined project 2

Title: "Equilibrio/balance continuation project, expanding its external side, with a greater involvement of enterprises and trade unions, having them as direct partners"

Project Promoter: the Women's Institute

Donor Project Partner: the Norwegian Association of Local and Regional Authorities

Maximum grant amount: €1,492,354

Project grant rate: 100%

Estimated total project cost: €1,492,354

This project shall contribute to the programme outcome "Balance between work, private and family life improved".

The project is a continuation of the work/life balance project implemented in cooperation between the Spanish Women's Institute and the Norwegian Association of Local and Regional Authorities (KS) under the EEA Grants 2004-09. Based on lessons learned from the previous project, 10 additional Spanish municipalities and 2 Norwegian local authorities will cooperate on the development of conciliation plans. The pre-defined project focuses on the following activities:

1. Evaluation of existing plans for reconciliation between work and family life in Spanish municipalities.
2. Development of plans for reconciliation between work and family life in Spanish and Norwegian municipalities.
3. Study visits, a seminar and a networking meeting between Spanish and Norwegian municipalities.

Pre-defined project 3

Title: "Entrepreneurs women in selected economical sectors"

Project Promoter: the Chamber of Commerce Institute for the Creation and Development of the Enterprise

Maximum grant amount: €800,000

Project grant rate: 85%

Estimated total project cost: €941,176

This project shall contribute to the programme outcome "Gender issues across policies and practices mainstreamed".

The project will promote entrepreneurship among women through a study on women in high value sectors followed by workshops and training to encourage entrepreneurial activity. The pre-defined project focuses on the following activities:

1. A study on female participation in high value sectors of the labour market.
2. Workshops to promote female entrepreneurship.
3. Training and coaching programs to encourage business start-ups.

Pre-defined project 4

Title: "Raising awareness, training, professional growth, the development of leadership and the promotion of women and of women managers in the business community in order to facilitate their access to decision-making positions within their companies"

Project Promoter: the Spanish Federation of Business Organisations

Maximum grant amount: €800,000

Project grant rate: 85%

Estimated total project cost: €941,176

This project shall contribute to the programme outcome "Gender balance on company boards improved"

The project will focus on the commercial business reasons for having more women on boards and in senior management roles, while providing management training for women with an aim to create a pool of women for future management boards. The pre-defined project focuses on the following activities:

1. Selection of pilot companies to participate in the training and development of female talent.
2. Provision of management training for female employees in the selected companies.
3. Development of an online community to promote networking.

Pre-defined project 5

Title: "Project on exchange of best practices and legal instruments in the fight against gender based violence"

Project Promoter: the Government Delegation on Gender-based violence

Donor Project Partner: the Norwegian Equality and Anti-discrimination Ombud

Maximum grant amount: €70,800

Project grant rate: 100%

Estimated total project cost: €70,800

This project shall contribute to the programme outcome "Successful national policies and best practices on gender equality exchanged".

The project will include a review of national legislation on gender-based violence in Spain and relevant EEA countries, with an aim to identify best practices and to improve coordination of care for victims of violence. The pre-defined project focuses on the following activities:

1. A study on legislation and public policies on gender-based violence in Spain and Norway.
2. A report describing transferrable best practices in the field of tackling gender-based violence.

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 version signed by the PO on 18 July 2012, and shall include all subsequent correspondence and communication between the FMC, the Financial Mechanism Office, the National Focal Point and the Programme Operator.

9. Miscellaneous

Not applicable.

