

**11 SEP. 2013**

**14 OKT. 2013**

**EEA Financial Mechanism 2009-2014**

**PROGRAMME AGREEMENT**

between

The Financial Mechanism Committee  
established by Iceland, Liechtenstein and Norway

and

The Ministry of Development and Competitiveness,  
hereinafter referred to as the "National Focal Point",  
representing the Hellenic Republic,  
hereinafter referred to as the "Beneficiary State"

together hereinafter referred to as the "Parties"

for the financing of the Programme "Capacity building of national asylum and migration management  
systems"

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

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

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.

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.

## 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.

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.

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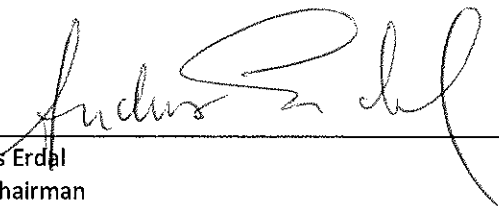
This programme agreement is drawn up in two originals in the English language.

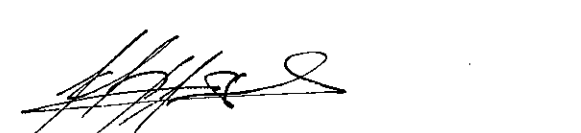
For the FMC

For the National Focal Point

Signed in Oslo on 6.9.2013

Signed in Athens on 30/09/2013

  
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Anders Erdal  
FMC Chairman

  
\_\_\_\_\_  
Kostis Hatzidakis  
Minister of Development and Competitiveness

## Annex I - Programme Decision

### 1. Expected Outcomes & Indicators for Outputs

#### Expected Outcome(s):

Strengthened institutional framework to ensure legal protection and care for the most vulnerable group of migrants, namely unaccompanied children

#### Output

Operation at the First Reception Center (FRC), Evros enabled

| Output indicator(s)   | Baseline | Target | Source of Verification                  |
|---|----------|--------|---|
| Number of third country nationals accommodated at the FRC, Evros, in conformity with international obligations and the national legal framework | 0        | 233600 | Reports from the First Reception Centre |
| Number of unaccompanied children accommodated at the FRC  | 0        | 23360  | Reports from the First Reception Centre |

#### Output

Residents of FRC, Evros provided with Information on rights and obligations

| Output indicator(s)                                    | Baseline | Target | Source of Verification   |
|--|----------|--------|--|
| Number of third country nationals informed             | 0        | 10400  | Reports from the First Reception Centre                        |
| Number of asylum applications submitted                | 0        | 10400  | Reports from the First Reception Centre and the Asylum Service |
| Number of requests for Assisted Voluntary Return (AVR) | 0        | 2112   | Reports from the First Reception Centre and the IOM            |

#### Output

Temporary accommodation and care provided to unaccompanied minors

| Output indicator(s)  | Baseline | Target | Source of Verification              |
|--|----------|--------|-------------------------------------|
| Number of unaccompanied minors accommodated and cared for in temporary open shelters | 0        | 630    | Reports from the Programme Operator |

#### Expected Outcome(s):

Well-functioning asylum system in place, enabling asylum-seekers to bring forward their claim for international protection, have their claim processed in due time and be offered accommodation during the processing of their case, or to return voluntarily to their country of origin

#### Output

Asylum Service in operation

| Output indicator(s)  | Baseline | Target | Source of Verification          |
|--|----------|--------|---------------------------------|
| Number of decisions on international protection claims taken at first instance | 0        | 80000  | Reports from the Asylum Service |



**Output**

Regional Asylum Office in Orestiada, Evros operational.

| Output indicator(s)   | Baseline | Target | Source of Verification          |
|---|----------|--------|---------------------------------|
| Number of asylum requests received and processed within the FRC | 0        | 10400  | Reports from the Asylum Service |

**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 FMC upon request. The approval of the Programme by the FMC does not imply a positive assessment of such compliance.
- 2) The National Focal Point shall ensure that Article 7.16 of the Regulation, as well as national and European Union law on public procurement are complied with at any level in the implementation of the programme and the projects. The National Focal Point shall, by way of the Programme Implementation Agreement, ensure that the Programme Operator maintains written records of all assessments concerning the organization of procurement procedures and compliance with procurement rules, 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) Bilateral, outcome and output indicators shall be reported on in the annual programme report.
- 4) 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.
- 5) The pre-defined projects #1 and #2 referred to in Section 6 of Annex II shall be appraised in accordance with Article 5.5.3 of the Regulation by an independent and external expert, prior to the signature of the project contracts. This expert shall be independent of the Ministry of Public Order and Citizen's Protection.
- 6) The National Focal Point shall ensure that the Programme Operator's monitoring and control functions described in Article 4.7.1.e) and f) of the Regulation in respect of the pre-defined projects #1 and #2 will be carried out by an entity independent of the Ministry of Public Order and Citizen's Protection. The precise division of responsibilities between the Programme Operator and this entity will be described in detail in the Programme's management and control system.
- 7) The FMO shall carry out an audit of the pre-defined projects #1 and #2 within the first year of project implementation. The audit shall inter alia assess the proportionality of costs and cost efficiency of the projects. Depending on the conclusions of the audit, the FMC may require the Programme Operator to revise the budgets for the pre-defined projects.
- 8) The Project Promoter for pre-defined project #3 referred to in Section 6 of Annex II shall be selected through a tender procedure. The text of the tender shall be agreed in the Cooperation Committee and submitted for approval to the FMC at least four weeks prior to its publication. The text shall inter alia include a detailed description of the activities to be implemented within the project.
- 9) The details of use of the bilateral fund, including bilateral indicators, 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 and agreed in the Cooperation Committee.
- 10) Complementary action under this Programme shall be further defined by the Programme Operator in accordance with Article 7.11 of the Regulation and shall be agreed in the Cooperation Committee.
- 11) The National Focal Point shall ensure that the Programme Operator revises the Information and Communication plan. The revised plan shall be agreed in the Cooperation Committee and submitted to the FMC within 6 months from the signature of the Programme Agreement.
- 12) The National Focal Point shall ensure that the Cooperation Committee meets at least twice per year during the implementation of the Programme.
- 13) The National Focal Point shall ensure that the Programme Operator informs and coordinates its actions with the Operators of the Asylum Programme implemented by the IOM and the UNHCR (GR05) and of the NGO Programme (GR04) in Greece in order to avoid overlap and to seek and achieve synergies.

**2.2 Pre-eligibility**

- 1) Expenditure under pre-defined project #3 shall only be eligible once the FMC has received and approved a detailed description of the budget, broken down by activity with an associated timeline.

**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): 11/06/2013-30/04/2017

Eligibility of programme proposal preparation costs: 08/11/2011-10/06/2013

**3.2 Grant rate and co-financing**

|                                       |             |
|---------------------------------------|-------------|
| Programme estimated total cost (€)    | €14,734,176 |
| Programme estimated eligible cost (€) | €14,734,176 |
| Programme grant rate (%)              | 85.0000%    |
| Maximum amount of Programme grant (€) | €12,524,050 |

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

| Budget heading   | Eligible expenditure | Advance payment*  |
|--|----------------------|-------------------|
| Programme management   | €385,176             | €74,435           |
| Strengthened institutional framework to ensure legal protection and care for the most vulnerable group of migrants, namely unaccompanied children  | €10,000,000          | €2,000,000        |
| Well-functioning asylum system in place, enabling asylum-seekers to bring forward their claim for international protection, have their claim processed in due time and be offered accommodation during the processing of their case, or to return voluntary to their country of origin | €4,000,000           | €800,000          |
| Fund for bilateral relations   | €250,000             | €63,750           |
| Complementary action   | €77,000              | €22,950           |
| Preparation of programme proposal  | €22,000              | €22,000           |
| Reserve for exchange rate losses   | €0                   | €0                |
| <b>Total</b>   | <b>€14,734,176</b>   | <b>€2,983,135</b> |

\* The advance payment is composed of €2,535,665 in grant amount and €447,470 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                 | €32,740 |

**3.5 Small Grant Scheme**

Not applicable

## Annex II - Operational Rules

### 1. Eligibility

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

The Programme Operator is the European and Development Programmes Division, Ministry of Public Order and Citizens' Protection. The Donor Programme Partner is the Norwegian Directorate of Immigration (UDI).

The Programme aims at ensuring the existence of a functioning national migration management system that safeguards the right to seek asylum and gives special attention to the situation of unaccompanied minors.

The Programme will be implemented through three pre-defined projects:

1. Covering the operational costs of the First Reception Center in Fylakio/Evros
2. Assistance to the Asylum Service
3. Temporary accommodation and care for unaccompanied minors

#### 1.2 Eligible applicants:

Not applicable.

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

Costs are eligible in accordance with Chapter 7 of the Regulation.

The following specifications apply:

- Overhead costs are not eligible at programme level. Flat rates for overheads are not eligible at project level, but will however be reimbursed based on incurred costs.
- In-kind contributions in accordance with Article 5.4.5 of the Regulation may be made for projects implemented by NGOs, as defined in Article 1.5.1(m) of the Regulation. Such contributions shall only apply to voluntary work and not amount to more than 50% of the co-financing provided by Project Promoters. For the calculation of the in-kind contribution, the price for each hour, half day or day of voluntary work shall be in accordance with salary normally paid for such work in Greece, calculated according to officially available statistics.

### 2. Financial parameters

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

Not applicable.

#### 2.2 Project grant rate:

See Section 6.

### 3. Selection of projects

#### 3.1 Selection procedures:

Not applicable.

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

Not applicable.

#### 3.3 Selection criteria:

Not applicable.

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

#### 4.1 Payment flows:

In line with Article 7.14 of the Regulation, incurred expenditures of projects shall be eligible at the earliest as of the date on which the Programme Operator decides to award the project grant. The first and final dates of eligibility shall be stated in the project contract.

Payments towards Project Promoters will take the form of advance payments, interim payments and a final balance payment in the form of reimbursement of incurred expenditures. Project Promoters will be granted an advance payment of up to 20% of total eligible project costs. The advance payment and interim advance instalments cannot exceed 90% of total project costs combined. The Programme Operator will retain 10% of the project's total eligible costs, which will be disbursed after approval of the final balance report.

#### 4.2 Verification of payment claims:

The Programme Operator will be conducting 70% verification of payment claims for all three pre-defined projects. In addition, on-the-spot verifications will be carried out as needed. As a general rule, costs incurred by the Project Promoters shall be supported by receipted invoices. Where this cannot be done, costs shall be supported by accounting documents of equivalent probative value.

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 will monitor all projects during programme implementation. The monitoring system established by the Programme Operator will include tools such as review of project progress reports, on-site monitoring visits, meetings with Project Promoters, and general day-to-day monitoring.

The Programme Operator's annual monitoring plans will describe the projects to be visited each year. The selection of projects to be visited will be based on the project's progress, its complexity and project risk analysis.

On-the-spot checks on an ad-hoc basis will also be carried out when suspicions arise that the information provided by the Project Promoter is incorrect or misleading. On-the-spot checks on ad-hoc basis can 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 minimum 1.7% of the total programme budget to 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 further developed by the Programme Operator and will be agreed in the Cooperation Committee.

#### **5.2 Complementary action:**

The Programme Operator will set aside €77,000 (.52% of the total programme budget) for complementary actions under the Programme.

Complementary action under this Programme shall be further defined by the Programme Operator in accordance with Article 7.11. of the Regulation and shall be agreed in the Cooperation Committee.

#### **5.3 Reserve for exchange rate losses:**

Not applicable.

#### **5.4 Small Grant Schemes:**

Not applicable.

## **6. Pre-defined projects**

### **1. Covering the operational costs of the First Reception Centre, Fylakio/Evros**

|  |   |
|--|---|
| Project Promoter:                        | First Reception Service   |
| Project Partner:                         | n/a   |
| Estimated total eligible project cost:   | €9,000,000  |
| Project grant rate:                      | 100%  |
| Maximum contribution from the Programme: | €9,000,000  |
| Estimated duration:                      | 32 months   |
| Expected outcome:                        | Strengthened institutional framework to ensure legal protection and care for the most vulnerable group of migrants, namely unaccompanied children |

The project will cover the running costs of the First Reception Centre at Fylakio/Evros, enabling the centre to offer accommodation and care for irregular migrants and asylum-seekers.

The pre-defined project will include the following activities:

- Providing material reception conditions including accommodation, food, clothes, etc.,
- Providing health services, including psychological assistance,
- Providing translation services,
- Development of information material,
- Provision of electricity, water and sewage,
- Maintenance and repair of the First Reception Centre,
- Providing security services,
- Study trips.

## 2. "Assistance to the Asylum Service"

|  |   |
|--|---|
| Project Promoter:                        | Asylum Service  |
| Total maximum eligible project cost:     | €4,000,000  |
| Project grant rate:                      | 100%  |
| Maximum contribution from the Programme: | €4,000,000  |
| Estimated duration:                      | 32 months   |
| Expected outcome:                        | Well-functioning asylum system in place, enabling asylum-seekers to bring forward their claim for international protection, have their claim processed in due time and be offered accommodation during processing of their case, or to return voluntary to their country of origin. |

The Project shall fund core activities of the Asylum Service.

The pre-defined project will include the following activities:

- Provision of interpretation and transcription services,
- Conducting refugee status determination,
- Providing medical and psycho-social support,
- Developing information material, including a free telephone line ("hot line").

## 3. "Temporary accommodation and care for unaccompanied minors"

|  |  |
|--|--|
| Project Promoter:                        | To be selected through tender procedure  |
| Total maximum eligible project cost:     | To be determined once the Project Promoter has been selected   |
| Project grant rate:                      | The project grant rate may be up to 100%, except in the case where the selected 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. |
| Maximum contribution from the Programme: | €1,000,000   |
| Estimated duration:                      | 15 months  |
| Expected outcome:                        | Strengthened institutional framework to ensure legal protection and care for the most vulnerable group of migrants, namely unaccompanied children.   |

The project will contribute to providing temporary accommodation and support to unaccompanied minors. Costs related to reconstruction, renovation, or refurbishment of the temporary accommodation shall not exceed 50% of the eligible direct cost of the project.

The pre-defined project will include the following activities:

- Provision of material reception conditions including accommodation, food, clothes etc.,
- Providing medical and psycho-social support,
- Providing translation services,
- Providing electricity, water, sewage etc.,
- Refurbishment of building(s),
- Purchase of furniture and equipment.

## 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.

## **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 30 August 2012 and shall include all subsequent correspondence and communication between the Donors, the Financial Mechanism Office, the National Focal Point and the Programme Operator.

## **9. Miscellaneous**

Not applicable.