

05 DEC. 2012

EEA Financial Mechanism 2009-2014

PROGRAMME AGREEMENT

between

The Financial Mechanism Committee
established by Iceland, Liechtenstein and Norway

and

The Ministry of Regional Development,
hereinafter referred to as the "National Focal Point",
representing the Republic of Poland,
hereinafter referred to as the "Beneficiary State"

together hereinafter referred to as the "Parties"

for the financing of the Programme "The protection of the biological diversity and
ecosystems"

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.

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.

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.
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.

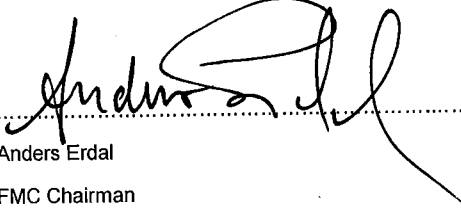
Article 5.4 Entry into force and duration

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.

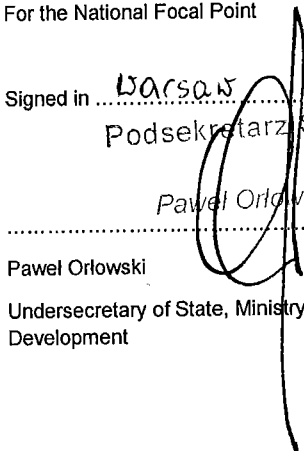
For the FMC

Signed in Brussels on 06.12.2012


.....
Anders Erdal
FMC Chairman

For the National Focal Point

Signed in Warsaw on 03.12.2012


.....
Podsekretarz Stanu
Pawel Orłowski
.....
Pawel Orłowski
Undersecretary of State, Ministry of Regional
Development

Annex I - Programme Decision

1. Expected Outcomes & Indicators for Outputs

Outcome	Output	Output indicator	Indicator value		Description
			Base-line	Target	
Increased capacity to manage and monitor Natura 2000 sites effectively	Improved condition of protection of species covered by projects on Natura 2000 sites	Number of species covered by protection aimed at achieving the output (item)	0	6	Indicators clearly pictures achievement of the Operational Programme outcome. The following phrase: "species covered by protection aimed at achieving the output" shall be understood in the following way: "protection of specie covered by legal protection and species of locally rare occurrence throughout implementing active measures e.g.: restitution, reintroduction, improvement of existence conditions.
	Improved condition of protection of habitats covered by projects on Natura 2000 sites	Number of Natura 2000 sites, covered by projects under implementation aimed at recovering proper state of biodiversity on Natura 2000 sites (item)	0	80	Value of outcome indicator shall constitute the amount of Natura 2000 sites on which activities aimed at restitution of proper condition of biodiversity on Natura 2000 sites will be carried out.
Increased protection of native ecosystems against invasive alien species	Occurrence of invasive alien species and their combating catalogued and monitored	Number of invasive alien species catalogued or monitored (item)	0	10	Indicators clearly pictures achievement of the Operational Programme outcome.
	Pressure of invasive alien species within realisation of projects limited	Number of invasive alien species, which pressure was limited within implementation of projects aimed at achievement of outcome (item)	0	2	Indicators clearly pictures achievement of the Operational Programme outcome.

Increased awareness of and education in biodiversity and ecosystem services, including awareness of and education in the linkage between biodiversity and climate change, and economic valuation of ecosystems (including the predefined project)	Pro-ecological attitude shaped through conducting of educational activities and activities promoting protection and sustainable exploitation of biodiversity (including pre-defined project)	Number of educational tools used for increasing social awareness on biodiversity and promoting sustainable usage of biodiversity (workshops, seminars, conferences, campaigns, brochures, articles, portals, TV spots, competitions)	0	10	Indicators clearly pictures achievement of the Operational Programme outcome.
	Nation-wide educational campaign on biodiversity and ecosystem services accomplished (only pre-defined project)	Number of people who have become familiar with the campaign's subject.	0	300,000	Indicators for educational and promotional activities clearly pictures achievement of the Operational Programme outputs planned to be achieved. They shall be presented according to the methodology which for the best pictures effectiveness of performed information-promotion and training activities within the pre-defined project.
		Number of people who took part in training (item)	0	100	
Increased capacity within environmental NGOs promoting biodiversity (including projects accepted within the Small Grants Scheme)	Involvement of non-governmental organisations and conducted by them activities for protection and promotion of biodiversity increased. (Operational Programme without the Small Grant Scheme)	Number of activities promoting protection of biodiversity (item)	0	2	Indicators clearly pictures engagement of non-governmental organisations in implementation of projects on biodiversity selected approved within the call and within the Small Grant Scheme.
	Involvement of non-governmental organisations and conducted by them activities for protection and promotion of biodiversity increased. (Small Grant Scheme)	Number of non-governmental organisations implementing activities for protection of biodiversity within the Small Grant Scheme (item)	0	17	

2. Conditions

2.1 General

- 1) Bilateral, outcome and output 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) Detailed selection criteria, developed by the Programme Operator and adopted by the Selection Committee will be submitted to the FMC no later than two weeks before the open call.
- 4) A methodology on the calculation of the flat rate in accordance with Article 7.4.1(b) of the Regulation shall be submitted to the FMO no later than two weeks before the open call.
- 5) The framework agreement between the Ministry of Environment and the National Fund for Environmental Protection and Water Management shall be submitted to the FMC in English.
- 6) No later than 31 March of every year, the National Focal Point shall provide the FMC 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.
- 7) The National Focal Point shall ensure that the Programme Operator ensures that Project Promoters who have, in line with this Agreement, received an exception from the general rule in Article 7.3.1(c) of the Regulation with respect to any equipment (the *excepted equipment*):
 - Keep the excepted equipment in their ownership for a period of at least five years following the completion of the project and continue to use that equipment for the benefit of the overall objectives of the project for the same period;
 - Keep the excepted equipment properly insured against losses such as fire, theft and other normally insurable incidents both during project implementation and for at least 5 years following the completion of the project; and
 - Set aside appropriate resources for the maintenance of the excepted equipment for at least 5 years following the completion of the project. The specific means for implementation of this obligation shall be specified in the project contract;

provided however that the Programme Operator may release any Project Promoter from the above obligations with respect to any specifically identified excepted equipment where the Programme Operator is satisfied that, having regard to all relevant circumstances, use of that equipment for the overall objectives of the project after the project completion would serve no economic purpose. The National Focal Point shall furthermore ensure that the programme Operator keeps a list of the excepted equipment for each project.
- 8) A plan on the use of the fund for bilateral relations and the fund set-up shall be prepared in consultation with the Norwegian Ministry of the Environment and/or another relevant entity from the Donor States. This plan shall be submitted to the FMC at the latest on 01.02.2013. The FMC will communicate its decision within 10 working days from the date of receipt.

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): 06/09/2012 – 30/04/2017.

Eligibility of programme proposal preparation costs: 17/06/2011 –05/09/2012.

3.2 Grant rate and co-financing

Estimated total programme cost	€23,529,412
EEA FM contribution (% of total)	€20,000,000 (85%)
Estimated National Contribution (% of total) ¹	€3,529,412 (15%)

Programme estimated eligible expenditure	€20,599,895
Programme grant rate (%)	97.09%
Maximum amount of programme grant	€20,000,000

3.3 Programme eligible expenditure (€) and Advance payment amount (€)

Budget heading	Contribution from EEA FM	Contribution from programme operator	Total eligible expenditure	Advance payment (EEA FM contribution)
Programme Management	€1,639,444	€289,314	€1,928,758	€166,203
Increased capacity of management and monitor Natura 2000 sites effectively	€6,595,091	-	€6,595,091	-
Increased Protection of native ecosystems against invasive alien species	€1,319,018	-	€1,319,018	-
Increased awareness of and education in biodiversity and ecosystem services, including awareness of and education in the linkage between biodiversity and climate change, and economic valuation of ecosystems (including predefined project)	€4,700,804	-	€4,700,804	-
Increased capacity within environmental NGOs promoting biodiversity (including Small Grant Scheme)	€5,319,018	€235,294	€5,554,312	-
Funds for bilateral relations	€300,000	€52,941	€352,941	-
Preparation of programme proposal	€26,625	€4,699	€31,324	€26,625
Reserve for exchange rate losses	€100,000	€17,647	€117,647	
Total	€20,000,000	€599,895	€20,599,895	€192,828

3.4 Retention of management costs:

Retention of management costs - percentage of the grant amount	10 %
Retention of management costs – planned euro value	€163,944

3.5 Small grant scheme:

Outcome: *Increased capacity within environmental NGOs promoting biodiversity*

¹ Including national contribution to the Programme and to Projects, based on Programme Proposal.

- Total grant: €4,235,294 (€4,000,000 from EEA FM grants and €235,294 within the Programme Operator's input)
- Grant size: €50,000 - €250,000

Annex II - Operational rules

1. Eligibility

1.1 Eligible measures (sub-measures if any):

The Programme Operator is the Ministry of Environment with support from the National Fund for Environmental Protection and Water Management.

The Programme is implemented through one pre-defined project, one small grant scheme and a call for proposals.

The scope of this Programme is focused on protection of biological diversity and ecosystems through implementation of projects aiming at halting the process of reducing and disappearing of the biological diversity through Poland, in particular on Natura 2000 sites.

The Programme provides the implementation of the following types of investment and non-investment projects submitted by applicants under a call for proposals:

- projects aiming at increased effectiveness of management and monitoring of Natura 2000 areas;
- projects aiming at improving conditions of habitats and species within Natura 2000 areas;
- projects aiming to survey and monitor occurrences of invasive species and decrease their pressure on indigenous ecosystems;
- projects aiming at increased social ecological awareness by ecological attitude promotion.

1.2 Eligible applicants:

Eligible applicants under the programme are the following:

- for the open call for proposals: any entity, public or private, as described in Article 6.2.1 of the Regulation, including *inter alia* territorial or local self-government and state organisational units, including the State Forests National Forests Holding (PGL LP), private entities etc.
- for the small grants scheme: non-governmental organisations (NGOs)
- for the fund for bilateral relations: Polish Project Promoters who have signed a project contract with the Programme Operator and who implement their project with donor project partners, Polish organisations interested in cooperation and exchange of experience and knowledge with donor project partners.

1.3 Special rules on eligibility of costs:

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

- by way of exception from Article 7.3.1(c) of the Regulation, the entire purchase price of new or second hand equipment will be eligible if the equipment is an integral and necessary component and is essential for achieving the outcome of the project.

Indirect costs in projects can be based on a flat rate of up to 20% of total direct eligible costs in accordance with Article 7.4.1(b) of the Regulation, further to be stipulated in each project contract. A detailed methodology for establishing the fair apportionment of costs according to the above will be provided by the Programme Operator and will be included in the text of the call for proposals.

2. Financial parameters

2.1 Minimum and maximum grant amount per project:

The minimum amount of grant assistance applied for in the open call is €170,000; the maximum amount is €800,000.

The grant assistance applied for in the pre-defined project is referred to under Section 6 and in the small grants scheme is referred to under Section 5.4.

2.2 Project grant rate:

In case of the pre-defined projects and projects selected under the open call, grants from the programme will not exceed 85% of total eligible project costs.

In case of projects selected under the small grant scheme, grants from the programme will not exceed 90% of total eligible project costs.

3. Selection of projects

3.1 Selection procedures:

The selection procedures will mainly follow the procedures provided for in Article 6.5 of the Regulation with the exception that, an additional appeals procedure after the review by the experts is added and the Selection Committee makes a final decision on which projects are supported, which is not subject to review by the Programme Operator.

The Programme Operator shall review the applications for compliance with administrative and eligibility criteria. If at this stage the Programme Operator detects any inconsistencies or obvious errors that can be remedied, the applicant shall be given a short deadline to do so. Applicants whose applications are rejected at this stage have the right to appeal that decision to the Programme Operator. In case of a negative decision of the Programme Operator, that decision can be appealed further to the National Focal Point. In case of a positive decision by the Programme Operator or the National Focal Point the decision will be subject to an appraisal, otherwise the application goes no further.

Each application which meets the administrative and eligibility criteria shall, in accordance with paragraphs 2, 3 and 5 of Article 6.5 of the Regulation, be reviewed by two experts of the National Fund for Environmental Protection and Water Management who are not involved in the implementation of the Programme. The experts who are appointed by the Programme Operator shall have the relevant expertise in the given field. The two experts will separately score the projects according to the selection criteria adopted by the Selection Committee and in accordance with paragraph 3 of Article 6.5 of the Regulation. In a situation where the difference in scores given to the application by each of the two experts will be greater than 30% of the higher score, the PO shall designate an additional third expert for the review. In that case the average score of the two closest scores shall be used for the ranking of the projects.

Applicants are informed of the results of this content-related review of the experts and have the right to appeal their decision to Programme Operator and subsequently to the National Focal Point.

The Programme Operator prepares the ranking list of proposals recommended for funding based on the scores awarded by experts and submits it to the Selection Committee. It shall at the same time provide the FMC with the ranked list in English. Projects submitted to the Committee after the content-related review will include justification along with recommendations for selected proposals. The Committee, after the analysis of the ranking list, may, in justified cases, modify the order of listed projects eligible for support. The justification for such modification should be included in the minutes from the Selection Committee meeting. If this modification results in a project's rejection, the affected applicant shall be informed in writing about the justification for the modification. Apart from the basic

list of recommended projects, the Selection Committee may also indicate projects for a reserve list.

The Selection Committee submits the list of recommended projects to the Programme Operator who informs the applicants of the results of the selection process and publicises the results on the Programme website.

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

There shall be one call for proposals which shall be launched no later than in the first quarter of 2013 and make available at least €13,190,181 of the EEA FM grant amount. The call shall be open at least for 2 months.

In case there are funds uncommitted as a result of this call the Programme Operator may:

- conduct a supplementary call or calls. The same rules provided above shall apply *mutatis mutandis* to that/those call/s;
- make use of applications included in the reserve projects list;

3.3 Selection criteria:

The open call and content related criteria will be approved by the Selection Committee and include the following general criteria:

- feasibility;
- legitimacy;
- economic efficiency;
- innovation and planned ecological effect;
- environmental impact and contribution to the achievement of aims, outcomes and outputs of the Programme.

More detailed selection criteria will be developed by the Programme Operator and adopted by the Selection Committee at its first meeting and subsequently submitted to the FMC.

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

4.1 Payment flows

Projects operated by non-profit organisations shall receive payments in the form of advance instalments. The first instalment shall be up to 10% of the total awarded grant amount. Subsequent advance instalments shall be requested through interim reports.

Projects operated by public sector entities, including territorial local governments, shall receive payments in the form of one advance payment and through interim payments and a final payment. The advance payment shall be requested by the Project Promoter and cannot be higher than 40% of the total awarded grant amount. The advance shall be offset against incurred expenditure reported in the interim financial reports. The advance is deducted from the reimbursements of incurred expenditure until the total advance payment has been offset.

Projects operated by Project Promoters which are not public sector entities or non-profit organisations shall receive payments in the form of one advance payment and through interim payments and a final payment. The advance payment shall be requested by the Project Promoters and cannot be higher than 10% of the total awarded grant amount. The advance shall be offset against incurred expenditure reported in the interim financial reports. The advance is deducted from the reimbursements of incurred expenditure until the total advance payment has been offset.

Payments shall be transferred to the Project Promoters no later than three months from submission of an interim payment claim and no later than one month after its approval.

4.2 Verification of payment claims

Payments to projects are made on the basis of approved project interim / final reports.

Verification and approval of project interim reports will be based on information on incurred expenditure, financial status and projects progress contained in the interim reports, and on additional information to be submitted together with the reports.

In case of verification of expenditure incurred by a donor project partner, a report by an independent and certified auditor, certifying that the claimed costs are incurred in accordance with the Regulation, the national law and accounting practices of the project partner's country, shall be seen as sufficient proof of costs incurred. This rule only applies to donor project partners *cf.* Article 7.13.5 of the Regulation.

The National Fund for Environmental Protection and Water Management shall be responsible for verification and approval of financial reports. The Ministry of the Environment shall verify summary reports submitted by the National Fund and perform general supervision.

The procedure for verification of payment claims, periodicity of reporting periods, and deadlines for reporting will further be outlined in the description of the Programmes management and control systems according to article 4.8.2 of the Regulation.

4.3 Monitoring and reporting

Project Promoters shall be required to report on project financial progress and outputs in interim reports and at the end of the project in a final report. The frequency of interim reporting to the Programme Operator shall be based on an agreed timetable, but no less than three times a year.

For the pre-defined projects on-the-spot monitoring will be performed at least once for each project during the implementation period.

For projects selected through an open call, on-the-spot monitoring will be conducted every year on a sample of projects selected on the basis of a risk analysis. The analysis takes into account, among other things, the material and financial progress of a project, the time remaining to project completion, and the correctness of prepared reporting documentation.

As a rule, on-the-spot monitoring at the end of the realisation of the project are performed after the project promoter has submitted the last payment claim to the Programme Operator.

On-the-spot monitoring can also be conducted on an ad-hoc basis when considered necessary.

On-the-spot monitoring is carried out by the Programme Operator.

Information on reporting and monitoring will further be outlined in the description of the Programme's management and control systems according to article 4.8.2 of the Regulation.

National Fund for Environmental Protection and Water Management shall be responsible for monitoring and ensuring the punctual transfer of payment as well as recovering of undue payments. The Ministry of the Environment shall verify summary reports submitted by the National Fund and perform general supervision.

5. Additional mechanisms within the programme

5.1 Funds for bilateral relations

Resources allocated to the fund for bilateral relations at the programme level will not be lower than 1.5 % of total eligible expenditure of the Programme.

The plan for the use of the fund for bilateral relations and the fund set-up shall be developed further and submitted to the FMC for approval.

5.2 Complementary action

Not applicable.

5.3 Reserve for exchange rate losses

Contracts between the Programme Operator and the Project Promoter will be defined in PLN.

The reserve for exchange rate losses will be used to cover the exchange rate losses of the Programme Operator only, resulting from the difference between the exchange rate used for the Programme budget planning and the exchange rates used for the actual expenditures (including the difference between the exchange rate used for awarding grants to projects and the exchange rate used for the settlement of project grants).

5.4 Small Grant Schemes

Within the framework of the outcome “Increased capacity within environmental NGOs promoting biodiversity”, in addition to projects submitted under the call for proposals, a small grant scheme shall be established and used for projects submitted by non-governmental organisations (NGOs) as defined in Article 1.5.1(m) of the Regulation.

In addition, above mentioned entities must meet the following requirements: have a legal status, be registered at least 12 months before the application and be registered on the territory of the Republic of Poland.

The objective, expected outcomes, indicators and outputs of the small grants scheme shall be the same as of the Programme. The expected outcomes will provide a range of activities to choose from for projects submitted by NGOs under the scope of the small grants scheme.

One call for proposals is provided for under the small grant scheme. The Total allocation for the small grants scheme shall make available €4,000,000 of the EEA FM grant amount.

The amount of financial support for projects under the small grants scheme shall be between €50,000 and €250,000.

The project grant rate is addressed in Section 2.2 above and advance payments in Section 4.1 above.

Section 3 regarding selection of projects applies *mutatis mutandis* to the small grants scheme including that a detailed selection criteria will be developed by the Programme Operator and adopted by the Selection Committee at its first meeting and subsequently submitted to the FMO.

6. Pre-defined projects

One pre-defined project is a part of the Programme Proposal, as foreseen in the MoU.

The project is described in Annex 2 of the Programme Proposal and further information is also provided in the reply to the request for additional information.

The protection of the biological diversity and ecosystems

The aim of the project is to increase the awareness on biodiversity among teachers and school children through the development of tools to assist in education on biodiversity (educational materials for teachers, attractive educational games, promotional materials on the Internet) and workshops for teachers (including educational materials for teachers about the role of biodiversity for life and the economy). Implementation of the

project shall contribute to halting biological diversity loss by increasing environmental awareness among the target group.

Project promoter: Department of Environmental Information (DEI) within the Ministry of the Environment

EEA FM grant amount:	€743,750
Estimated total eligible costs:	€875,000
Grant Rate:	85%

7. Modification of the Programme

The rules on modifications of Programmes are set in Article 5.9 of the Regulation and 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 01 February 2012 and shall include all subsequent correspondence and communication between the Donors, the FMC, the National Focal Point and the Programme Operator.

9. Miscellaneous

Not applicable.