

Norwegian Financial Mechanism 2009-2014

PROGRAMME AGREEMENT

between

The Norwegian Ministry of Foreign Affairs

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 “Conservation and Revitalisation of Cultural and Natural  
Heritage”

hereinafter referred to as the “Programme”

**Chapter 1**  
**Scope, Legal Framework, and Definitions**

**Article 1.1**  
**Scope**

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

**Article 1.2**  
**Legal Framework**

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

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

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

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

**Article 1.3**  
**Definitions**

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

**Article 1.4**  
**Annexes and hierarchy of documents**

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

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

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

**Chapter 2**  
**The Programme**

**Article 2.1**  
**Co-operation**

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

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

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

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

**Article 2.2**  
**Main responsibilities of the Parties**

1. The National Focal Point is responsible and accountable for the overall management of the Norwegian Financial Mechanism 2009-2014 in the Beneficiary State and for the full and correct

implementation of this programme agreement. In particular, the National Focal Point undertakes to:

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

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

### **Article 2.3**

#### **Objective and outcomes of the Programme**

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

### **Article 2.4**

#### **Programme grant**

1. The maximum amount of the programme grant, the programme grant rate, and the estimated eligible cost of the Programme shall be as specified in the programme decision.
2. In case the Programme is also supported by the EEA Financial Mechanism, this programme agreement shall be interpreted in conjunction with the agreement regulating that support.
3. The financial plan shall:
  - (a) contain a breakdown between the Programme’s budget headings using the description put forward in the template for the programme proposal;

indicate the agreed advance payment, if any.

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

### **Article 2.5**

#### **Special conditions and programme specific rules**

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

### **Article 2.6**

#### **Programme implementation agreement**

1. With reference to Article 5.8 of the Regulation and without prejudice to paragraph 2 thereof, the National Focal Point shall, before any payment is made to the Programme, sign a programme implementation agreement with the Programme Operator. The National Focal Point shall notify the NMFA of such signing.
2. The signed programme implementation agreement shall be identical to the draft programme implementation agreement confirmed by the NMFA in accordance with paragraph 5 of Article 5.8 of the Regulation with regard to the content required according to paragraph 3 thereof. The National Focal Point shall inform the NMFA of any deviation from that confirmed draft which may be subject to a new confirmation according to paragraph 5 of Article 5.8 of the Regulation prior to any payment to the Programme.

### **Article 2.7**

#### **Reporting**

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

### **Article 2.8**

#### **External monitoring**

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

Programme and/or its projects, financial control and audit.

**Article 2.9**  
**Modification of the Programme**

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

**Article 2.10**  
**Communication**

1. All communication to the NMFA regarding to this programme agreement shall take place in English and be directed to the Financial Mechanism Office (hereinafter referred to as the FMO), which represents the NMFA towards the National Focal Point and the Programme Operator in relation to the implementation of the Programme.
2. To the extent that original documents are not available in the English language, the documents shall be accompanied by full and accurate translations into English.
3. The National Focal Point shall bear the responsibility for the accuracy of the translation that it provides and the possible consequences that might arise from any inaccurate translations.
4. The NMFA shall ensure that the National Focal Point is informed about communication between the NMFA and the Programme Operator that is relevant

for the responsibilities of the National Focal Point under this Agreement.

**Article 2.11**  
**Contact information**

1. The contact information of the National Focal Point and the Programme Operator is as specified in the programme proposal.
2. The contact information for the NMFA and the Financial Mechanism Office are:  
Financial Mechanism Office  
Att: Director  
EFTA Secretariat  
Rue Joseph II, 12-16  
1000 Brussels  
Telephone: +32 (0)2 286 1701  
Telefax (general): +32 (0)2 211 1889  
E-mail: [fmo@efta.int](mailto:fmo@efta.int)
3. Changes of or corrections to the contact information referred to in this article shall be given in writing without undue delay by the Parties to this programme agreement.

**Article 2.12**  
**Representations and Warranties**

1. This programme agreement and the awarding of the programme grant is based on information provided by, through, or on behalf of the National Focal Point to the NMFA in the programme proposal or other communication prior to the signing of this programme agreement.
2. The National Focal Point represents and warrants that the information provided by, through, or on behalf of the National Focal Point in the programme proposal, in connection with the programme proposal, the implementation or conclusion of this programme agreement are authentic, accurate and complete.

### **Chapter 3 Projects**

#### **Article 3.1 Selection of projects**

1. The National Focal Point shall ensure that the Programme Operator selects projects in accordance with Chapter 6 of the Regulation and the operational rules.
2. Eligibility of applicants is stipulated in Article 6.2 of the Regulation and, in accordance with paragraph 3 thereof, subject only to the limitations stipulated in the operational rules.
3. Pre-defined projects shall be outlined in the operational rules.
4. The National Focal Point shall take proactive steps to ensure that the Programme Operator complies fully with Article 6.6 of the Regulation.

#### **Article 3.2 Project contract**

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

#### **Article 3.3 Project partners and partnership agreements**

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

apply if the expenditures were incurred by the Project Promoter.

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

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

#### **Article 3.4 Reallocation of funds**

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

### **Chapter 4 Finance**

#### **Article 4.1 Eligible expenditures**

1. Subject to Article 7.6 of the Regulation, eligible expenditures of this Programme are:
  - (a) management costs of the Programme Operator in accordance with the detailed budget in the financial plan;payments to projects within this Programme in accordance with the Regulation, this programme agreement and the project contract;  
expenditure of funds for bilateral relations in accordance with Article 7.7 of the Regulation;
2. Expenditure related to the categories referred to in subparagraphs (d), (e) and (f) of Article 7.1 of the Regulation are eligible in accordance with Chapter 7 thereof if such expenditures are explicitly approved by the NMFA in the programme decision. The implementation of the activities under these categories shall be in compliance with the operational rules.
3. Eligible expenditures of projects are those actually incurred by the Project Promoter or project partners, meet the criteria set in Article 7.2 of the Regulation and fall within the categories and fulfil the conditions of direct eligible expenditure set in Article 7.3 of the Regulation as well as indirect costs in accordance with Article 7.4 of the Regulation.
4. The first date of eligibility of expenditures in projects shall be set in the project contract in accordance with Article 7.14 of the Regulation. The first date of eligibility of any pre-defined projects shall

be no earlier than the date on which the National Focal Point notifies the NMFA of a positive appraisal of the pre-defined projects by the Programme Operator in accordance with paragraph 3 Article 5.5 of the Regulation.

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

**Article 4.2**  
**Proof of expenditure**

Costs incurred by Programme Operators, Project Promoters and project partners shall be supported by documentary evidence as required in Article 7.13 of the Regulation.

**Article 4.3**  
**Payments**

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

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

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

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

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

**Article 4.4**  
**Transparency and availability of documents**

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

**Article 4.5**  
**Irregularities, suspension and reimbursements**

The NMFA has the right to make use of the remedies provided in the Regulation, in particular Chapter 12 thereof. The National Focal Point has a duty to take all

necessary measures to ensure that the provisions in Chapter 11 and 12 of the Regulation regarding irregularities, suspension of payments, financial corrections and reimbursement are complied with.

**Chapter 5**  
**Final provisions**

**Article 5.1**  
**Dispute settlement**

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

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

**Article 5.2**  
**Termination**

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

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

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;

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

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

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

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

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

**Article 5.3**  
**Waiver of responsibility**

1. Any appraisal of the Programme undertaken before or after its approval by the NMFA, does not in any way diminish the responsibility of the National Focal Point and the Programme Operator to verify and confirm the correctness of the documents and information forming the basis of the programme agreement.
2. Nothing contained in the programme agreement shall be construed as imposing upon the NMFA or the FMO any responsibility of any kind for the supervision, execution, completion, or operation of the Programme or its projects.
3. The NMFA does not assume any risk or responsibility whatsoever for any damages, injuries, or other possible adverse effects caused by the Programme or its projects including, but not limited to inconsistencies in the planning of the Programme or its projects, other project(s) that might affect it or that it might affect, or public discontent. It is the full and sole responsibility of the National Focal Point and the Programme Operator to satisfactorily address such issues.

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

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

**Article 5.4**  
**Entry into force and duration**

1. This programme agreement shall enter into force on the date of the last signature of the Parties.
2. This programme agreement shall remain in force until five years have elapsed after the date of the acceptance of the final programme report.

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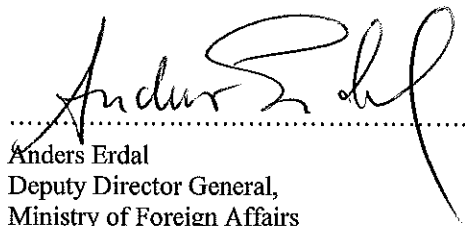
This programme agreement is drawn up in two originals in the English language.

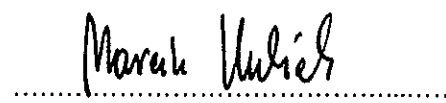
For the NMFA

For the National Focal Point

Signed in ... Oslo ..... on 16.4.2013

Signed in ... Warsaw ..... on 18.04.2013

  
.....  
Anders Erdal  
Deputy Director General,  
Ministry of Foreign Affairs

  
.....  
Marcin Kubiak  
Undersecretary of State,  
Ministry of Regional Development



## Annex I - Programme Decision

### 1. Expected Outcomes & Indicators for Outputs

<b>Expected Outcome:</b>	Cultural heritage made accessible to the public (EEA/N FM)			
Output	Indicator	Baseline	Target	Source of Verification
Renovated, renewed and extended cultural objects	The number of projects aimed at the renovation, renewal and extension of cultural objects	0	9	Beneficiary reporting.
Renovated, renewed and extended cultural objects	Number of new museums and cultural centres facilities created	0	2	Beneficiary reporting.
Documentation of cultural history	The number of projects aimed at the documentation of cultural history	0	3	Beneficiary reporting.

## 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 the Programme Operator strengthens and further targets the suggested information activities under the Programme to explicitly encourage inclusion of cultural heritage of minorities.
- 3) A detailed selection criteria and open call text, which *inter alia* reflects that at least 5% of the programme allocation should be set aside for projects aimed at documentation of cultural history, also covering ethnic and national minorities shall be developed by the Programme Operator and adopted by the Selection Committee and subsequently be submitted to the FMC and NMFA for approval no later than two weeks before the open call. The FMC and NMFA will communicate its decision within 10 working days from the date of receipt.
- 4) 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 and NMFA. The approval of the Programme by the FMC and NMFA does not imply a positive assessment of such compliance.
- 5) The National Focal Point shall ensure that the Programme Operator ensures that any residual or extracted material from project activities is reused, recycled, treated and/or deposited in an environmentally sound manner.
- 6) A plan on the use of the fund for bilateral relations and the fund set-up shall be prepared in consultation with the Norwegian Directorate for Cultural Heritage (RA). The plan along with the bilateral indicators shall be submitted to the FMC and NMFA for approval at the latest on 15.06.2013. The FMC and the NMFA will communicate its decision within 10 working days from the date of receipt. Additionally, a partnership agreement between the Norwegian Directorate for Cultural Heritage and the National Heritage Board of Poland shall be submitted to the FMC and the NMFA.

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 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) The National Focal Point shall ensure that the Programme Operator secures synergies with Programme PL09 in Programme Area 17 and other programmes if suitable.

9) The National Focal Point shall ensure that the Programme Operator for the pre-defined project secures in the budget a sufficient allocation to the partnerships foreseen in the pre-defined project.

10) The €10 million allocation to the programme from the Norwegian Financial Mechanism is contingent on positive screening by the European Commission.

## 2.2 Pre-eligibility

### *Pre-eligibility of the pre-defined project:*

1) The content, including *inter alia* indicators, the budget with allocations to the various project components and partnership of the pre-defined project “Jewish Cultural Heritage” in Annex II, Section 6, shall be further developed and approved by the FMC and the NMFA after the appraisal by the Programme Operator referred to in Article 5.5.3 of the Regulation. The FMC and the NMFA will give its comments within 10 working days. No expenditure under the project is eligible until the approval of the FMC and the NMFA. The project shall be carried out in partnership with one or more donor partner(s).

## 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):	18/10/2012 – 30/04/2017
Eligibility of programme proposal preparation costs:	17/06/2011 – 17/10/2012

3.2 *Grant rate and co-financing:*

Estimated total programme cost	€81,823,529
EEA/N FM contribution (% of total)	€70,000,000 (85.55%)
	€11,823,529
Estimated National Contribution (% of total)	(14.45%)*
Programme total eligible expenditure	€81,823,529
Programme grant rate (%)	85.55%
Maximum amount of programme grant	€70,000,000

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

Budget heading	Contribution from EEA/N FM	Contribution from programme operator	Total eligible expenditure	Advance payment (EEA/N FM contribution)
Programme Management	€1,644,875	€290,272	€1,935,147	€162,700
Cultural heritage made accessible to the public (EEA/N FM)	€66,616,375	€11,226,419	€77,842,794	-
Fund for bilateral relations	€1,043,250	€184,103	€1,227,353	-
Reserve for exchange rate losses	€695,500	€122,735	€818,235	-
<b>Total</b>	<b>€70,000,000</b>	<b>€11,823,529</b>	<b>€81,823,529</b>	<b>€162,700</b>

3.4 *Retention of management costs:*

Retention of management costs - percentage of the grant amount	10 %
Retention of management costs – planned euro value	€164,488

3.5 *Small grant scheme:*

Not applicable.

\* No Programme or Project level co-financing requirement associated with the pre-defined project which is funded by €3,000,000 from the Norwegian Financial Mechanism.

## Annex II - Operational rules

### 1. Eligibility

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

The Programme Operator is the Ministry of Culture and National Heritage (MCNH).

The implementation of the Programme shall contribute to:

- protection of the Polish cultural heritage;
- development of regions and cities by improving their tourist and investment attractiveness;
- maintaining the traditions and values and developing social competence.

The Programme will support the following types of activities:

- revitalization, conservation, renovation and adaptation for cultural purposes of historic buildings and complexes, together with their environment (the purchase of equipment may be an integral part of the project);
- construction, expansion, renovation and reconstruction of cultural institutions (the purchase of equipment may be an integral part of the project);
- maintenance of movable monuments and historic book collections, writing collections, audiovisual archives and collections, including film (the purchase of equipment may be an integral part of the project);
- development of digital resources in the cultural field, including digitisation (the purchase of equipment may be an integral part of the project).

5% of the allocation shall be spent on the implementation of projects concerning the documentation of cultural history, including the ethnic and national minorities.

The Programme shall be implemented through a call for proposals and a pre-defined project.

#### 1.2 Eligible applicants:

Eligible applicants are:

- national and local government cultural institutions;
- public artistic schools and art universities<sup>1</sup>;
- public universities<sup>2</sup>;
- state archives;
- local government units and their associations;

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<sup>1</sup> Only in regard to the projects in the field of conservation and renovation of historic objects and complexes as well as digital resources in the sector of culture.

<sup>2</sup> Only in regard to the projects in the field of conservation and renovation of historic objects and complexes as well as digital resources in the sector of culture. Projects carried out by the public universities shall concern the objects/spaces particularly important for the cultural heritage, which are destined for cultural activities, but not only for the university didactic activities.

- churches and religious associations;
- non-governmental organisations from the field of culture.

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

In general, costs are eligible in accordance with Chapter 7 of the Regulation on the implementation of the European Economic Area (EEA) Financial Mechanism 2009-2014 (Regulation) with the following exceptions:

a) In addition to Article 7.6 of the Regulation, the following costs are not eligible:

- purchase of land and real estate;
- in-kind contribution, including voluntary work.

b) 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 for the implementation of the project and is essential for achieving its outcomes.

The first date of eligibility of project cost is the day of awarding the project grant (i.e. signing of a decision on co-financing), with the exception of the fund for bilateral relations in which case the first date of eligibility is the date of approval of the Programme by the Donors.

In case of any economic benefits in projects the general rule in Article 5.4.2 of the Regulation shall be followed.

## **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 €1,000,000; the maximum amount is €8,000,000.

The amount of €74,842,794 shall be available for the open call.

The grant assistance applied for in the pre-defined project is referred to under Section 6.

### *2.2 Project grant rate:*

Grants from the programme will not exceed 85% of total eligible project costs. The remaining costs of the project shall be provided or obtained by the Project Promoter. However, where the Project Promoter is an entity which belongs to the budget-line of the MCNH, the financing from the programme may be 100%.

## **3. Selection of projects**

### *3.1 Selection procedures:*

An already established selection procedure which has been used successfully will be used for selection of projects under the Programme in line with the exception provided for in Article 6.5.8 of the Regulation. Therefore, Article 6.5 of the Regulation does not apply.

The Programme Operator shall review the applications for compliance with administrative and eligibility criteria. This review shall last for 15 working days. If at this stage the Programme Operator detects any inconsistencies or obvious errors that can be remedied, the applicant shall be given 3 working days to do so, from the date of sending the notification letter by the Programme Operator. This will pause the 15 day reviewing period. 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 application will be subject to an appraisal, otherwise the application goes no further.

Each application which meets the administrative and eligibility criteria shall be reviewed by the “Team for the Proposals Appraisal” composed of two experts appointed by the Programme Operator, who are different from those of the Selection Committee. The experts will separately score the projects according to the selection criteria and in accordance with the same procedure as described in paragraph 3 and 4 of Article 6.5 of the Regulation. Content-related appraisal of applications lasts 30 working days, in justified cases it may last up to 40 days. Applicants are informed of the results of this content-related review of the experts and have the right to appeal their decision to the Programme Operator and subsequently to the National Focal Point.

Based on the scoring of the “Team for the Proposals Appraisal”, the Programme Operator shall provide the Selection Committee with a list of the projects ranked from the highest number of points to the lowest. It shall at the same time provide the FMC and the NMFA with the complete ranked list in English.

The Selection Committee reviews the ranked list of projects and may modify the ranking in justified cases. The justification for the modifications shall be detailed in the minutes of the meeting of the Selection Committee. The Selection Committee consists of representatives of the Programme Operator, representatives of local government and social partners (representatives of non-governmental organisations from the cultural field). Representatives of the National Focal Point and the Donor States are invited to participate in the committee meetings as observers.

If the above modification results in a project’s rejection, the affected applicant shall be informed in writing about the justification for the modification. The Selection Committee shall submit the list of recommended projects to the Programme Operator. Apart from the basic list of recommended projects, the Committee may also indicate projects that should be on the reserve list. Finally the Programme Operator will inform the applicants of the results of the assessment and publish the approved ranking list on the Programme website.

The Programme Operator shall store all documents related to the selection procedures for at least three years following the approval of the final programme report from the FMC or the NMFA.

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

One call for proposals is planned. It shall be launched no later than in the third quarter of 2013 and shall be open for at least 2 months.

In case of an insufficient number of proposals or of an insufficient substantive value submitted in the main call, the Programme Operator can conduct a supplementary call or calls.

### *3.3 Selection criteria:*

Detailed selection criteria will be discussed and approved by the Selection Committee and subsequently submitted to the FMO no later than two weeks before the open call along with the scoring chart.

The open calls and selection criteria shall *inter alia* reflect the principles of cultural diversity and intercultural dialogue, and take into account the multicultural history of Poland. The open call and selection criteria shall also reflect the principles of anti-discrimination and tolerance.

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

### *4.1 Payment flows*

Payments towards the end beneficiaries will be in the form of advance payments with the exception of the last tranche, which will be paid in the form of reimbursement of incurred expenditures based on approved final financial report.

The first advance payment shall be requested by the Project Promoter in the application form.

The total co-financing provided in the form of advances to the Beneficiary may not exceed 95% of the allocated grant amount. Each subsequent tranche will be paid based on statements by the Programme Operator regarding the proper disbursement, both substantively and financially of at least 70% of the previously transferred tranches.

#### *4.2 Verification of payment claims*

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

Project Promoters shall submit interim/final reports no later than 10 working days after the end of a reporting period.

Verification and approval of interim/final reports will be conducted by the Programme Operator.

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

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.

In case of additional questions, the Programme Operator may ask the Project Promoter for further explanations/clarifications.

The procedure for verification of interim and final reports 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*

Project Promoters shall be required to report on project progress and outputs in interim reports three times a year and at the end of the project in a final report.

The interim reporting periods are fixed and will cover January-April, May-August, September-December respectively.

On-the-spot checks will be conducted every year on a sample of projects selected on the basis of a risk analysis. The analysis takes into account the material and financial progress of a project, the time remaining to project completion, and the correctness of prepared reporting documentation.

On-the-spot checks of the projects at the completion stage will be obligatorily performed after the submission of the final report to the Programme Operator by the Project Promoter.

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

On-the-spot checks are 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.

### **5. Additional mechanisms within the programme**

#### *5.1 Funds for bilateral relations*

The Programme Operator has set aside 1.5% of the total Programme eligible costs for the needs of the fund for bilateral relations on programme level.

The fund will be used for:

- a) Search for project partners from the Donor States prior to or during the preparation of a project application and the preparation of the partnership project application (measure “a”):
  - Approximately up to 25% of the allocation to the fund shall be spent under this measure.
- b) Networking, exchange sharing and transfer of knowledge, technology, experience and best practices between Project Promoters and entities from the Donor States (measure “b”), including:
  - €300,000 will be allocated to a bilateral initiative implemented in co-operation between the Norwegian Directorate for Cultural Heritage (RA) and the National Heritage Board of Poland regarding such issues as: heritage awareness, heritage plans for local communities and local authorities. A partnership agreement will be concluded between the parties.
  - Funding will be set aside for activities that strengthen the cooperation between the Programme Operators and similar entities within the Beneficiary States and Donor States and exchange experiences and best practices related to the implementation of the Programme. This funding should also facilitate the participation of relevant stakeholders in events/seminars/activities (organized for example by the Council of Europe, the European Union Agency for Fundamental Rights and others) agreed with the Donors. Eligible costs are defined in Article 7.7 of the Regulation.
  - Funding shall be set aside for at least one thematic conference of interest for European cultural heritage, possible including awareness, diversity and remembrance to take place during the programme implementation. Further details will be discussed and agreed between the Programme Operator and the Donors.

Apart from the €300,000 allocation to the bilateral initiative, the Programme Operator will develop a plan on the use of the fund and the fund set-up, i.e. the criteria for awarding support from the fund, the grant rate, the maximum grant amount, including the bilateral indicators. The plan should be consulted with the Norwegian Directorate for Cultural Heritage (RA) and subsequently submitted to the FMC and the NMFA for approval.

#### *5.2 Complementary action*

Not applicable.

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

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

The reserve for exchange rate losses will be used to cover exchange rate losses 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*

Not applicable.

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

One pre-defined project will be carried out under the Programme:



*Project name: Jewish Cultural Heritage*

*Project Promoter: Museum of the History of Polish Jews*

*Donor Project Partner: One or more of the following institutions: Falstad Centre, Holocaust Centre and/or Wergeland Centre in Norway.*

*Grant rate: 100%*

*Norwegian FM Grant amount: €3,000,000*

*Total estimated project costs: €3,000,000*

*Description:* The project aims to document the history and culture of the Jews inhabiting the Polish lands for a thousand years and to disseminate that knowledge among audiences in Poland and from around the world to memorialise the heritage which is largely lost. The project is foreseen to possibly include one or more of the following components. The distribution between the various project components shall be further discussed and agreed with the Donors.

1) **Museum on Wheels:** Education and dissemination throughout Poland of knowledge on the subject of Jewish cultural heritage. A specially adapted coach will reach selected local communities (*gmina* level) around Poland with its multimedia exhibition that tells the story of the age-long coexistence between Polish and Jewish culture. A group of educators, students and historians will form the *Museum on Wheels* team, which will conduct workshops and museum lessons in local partner centres identified during the preparation phase. The programme provides for two-way communication: transfer of historical information on the Jews who formed the local community and expansion of available knowledge base through testimonies of its members; reminiscences and memorabilia.

2) **Our History – My Genealogy:** Development of genealogical research tools addressed primarily to young people in Poland and throughout the world; including development of educational applications for such tools. Target audiences: Children and teenagers aged 6-13; middle school and secondary school students; descendants of Polish Jews around the world; persons searching for knowledge about Jewish culture; persons with locomotion disabilities, who have problems with travelling, but have internet access; educators, scholars, researchers, students, documentalists – for them the easily searchable database will facilitate rapid retrieval of information relating to the history and culture of Polish Jews and genealogy.

3) **The Faces of Diversity:** Presentation of the culture and history of the Polish Jews in the wider context and process of relations built on the “us – them” differentiation; the functioning side by side of different ethnic, religious, social groups; the transfer of knowledge on the diverse behavioural mechanisms in minority–majority relations; making the audiences more sensitive to the multiple expressions of prejudice, stereotyping, etc. and thus contributing to the process of building intercultural dialogue. Target audiences: Secondary school students, university students and graduates, adults, users from Poland and outside of Poland.

4) **Let’s Meet at the Museum – programmes for school students and teachers:** The use of the Museum Ambassadors and the PASS (Polin Academy Summer Seminar) programmes for the purpose of developing a network of “multipliers” – professionals who are a natural educational resource for the Museum in Poland and abroad, and who through activity in their local and international communities would contribute to dissemination of knowledge and development of interest in the heritage of Polish Jews. The project will comprise a number of modules: activities addressed to primary, middle and secondary school students, including underprivileged children and teenagers, as well as teachers and educators in Poland and abroad. The offer will be promoted through printed leaflets and internet content.

5) **History and Civic Education via Virtual Platforms:** Development of education of history and of civic responsibilities relating to Jewish heritage through: the use of the new media; production of innovative teaching aids; dissemination of the open education model; and reducing barriers in access to knowledge. The global dimension of the project (ensured through the use of modern internet tools and dual language development in all of the planned platforms) will be that it will provide us with access to a very wide audience of users, in Poland and abroad. Target audiences: Children, young people at school age, university

students and graduates, teachers; a broad audience of users of Internet and mobile device users in Poland and abroad.

6) Neighbours – Witnesses. Oral History Project: Forming the younger generation's sensitivity to cultural diversity and respect for witnesses of history by engaging young people in research of history and professional workshop training courses. Educate through scientific research activities and develop unique documentation of the heritage of the Polish Jews as well as develop educational tools on that basis. In the future the *Neighbours – Witnesses* database of interviews can be developed to cover a broader subject matter of intercultural contacts (e.g. the Roma and the Vietnamese neighbours in contemporary Poland).

7) Publication of a book entitled: *The City of the Condemned. Two Years in the Warsaw Ghetto: The book commemorates the Holocaust period oeuvre of Jerzy Jurandot. The publication is undertaken in connection with the upcoming 70th anniversary of the Warsaw Ghetto Uprising. The project will be undertaken in collaboration with the Polish Filmmakers Association (SFP). As a historical source, the planned publication will be invaluable for Warsaw ghetto research, particularly the research focusing on the cultural life flourishing behind the ghetto walls. It will include important memoirs and critical studies, which will constitute an important biographical, historical and cultural commentary on and supplement to the body of research of the Holocaust period.*

8) Collections – Memorabilia – Donors: The project aims to develop educational programmes of the Museum of the History of Polish Jews that will allow children and young people to familiarise themselves with the Museum's collections and to understand an important part of its mission being engaged in the collection of memorabilia relating to history and culture, and particularly the history and culture of Polish Jews, and preservation of Jewish heritage in Poland. The educational programmes will be based on stories of artefacts forming part of the Museum collection. Through these programmes children and young people will learn the stories of the most valuable gifts donated to the Museum within the framework of the long-running Memorabilia Collection Programme and meet the Donors of the Museum. Target audiences: Children aged 6-13; middle school students; secondary school students; adults with interest in this subject matter.

*Programme Outcome: Cultural heritage made accessible to the public.*

*Project Outcome: To be determined.*

*Project Indicators: To be determined.*

## **7. Modification of the Programme**

Any modifications of the Programme will follow the rules set forth 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 19 January 2012 and shall include all subsequent correspondence and communication between the Donors, the FMO, the National Focal Point and the Programme Operator.

## **9. Miscellaneous**

The allocation to the Programme according to the MOU is 60,000,000. However due to reallocation of funds in line with Article 5.3.5 of the Regulation on the implementation of the Norwegian Financial Mechanism 2009-2014, the budget has been raised by 10,000,000 and is therefore 70,000,000. The MoU will be amended accordingly. The allocation is contingent on positive screening by the European Commission.