

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 “EEA Scholarship Programme”

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 fulfillment 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 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 3 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 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 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 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](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 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

##### Time limits for awarding grants and reallocation of funds

1. The Programme Operator shall make its grant decisions within the time limits set in the Regulation.

2. Reallocation of unused or cancelled financial contributions to projects shall be made in compliance with Article 6.9 of the Regulation.

3. Decisions to reallocate funds to already approved projects shall be taken no later than 30 April 2015.

4. 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 fulfill 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 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.

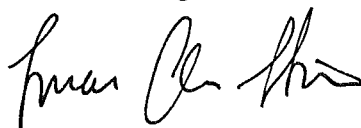
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This programme agreement is drawn up in two originals in the English language.

For the FMC

Signed in *Warsaw* on *9 May 2012*

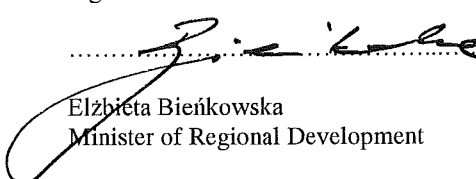
Jonas Gahr Store  
Minister of Foreign Affairs



For the National Focal Point

Signed in *Warsaw* on *9 May 2012*

Elżbieta Bienkowska  
Minister of Regional Development



EEA Financial Mechanism 2009-2014  
Norwegian Financial Mechanism 2009-2014

**Programme Decision (Annex I)**

**1. Indicators for Expected Outcomes & Outputs**

<b>Expected Outcome 1</b>	Increased higher education student and staff mobility between Beneficiary and EEA EFTA States
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Standard Indicator	Baseline	Target	Source of Verification

Optional Indicator	Baseline	Target	Source of Verification
Number of staff benefiting from a mobility grant under the EEA/NO FM by country, gender, category of staff and level	0	270	interim and completion reports presented by the project promoters and verified by the Programme Operator
Number of students benefiting from a mobility grant from EEA/NO FM by country, gender, level of study, and academic field	0	210	interim and completion reports presented by the project promoters and verified by the Programme Operator

Output	Indicator	Baseline	Target	Source of Verification
Increased number of bilateral agreements	Number of new bilateral agreements	0	20	interim and completion reports presented by the project promoters and verified by the Programme Operator

<b>Expected Outcome 2</b>	Increased and strengthened institutional cooperation at all levels of the education sector (school education, higher education, vocational training/education and adult education) between Beneficiary and EEA EFTA States
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Standard Indicator	Baseline	Target	Source of Verification

Optional Indicator	Baseline	Target	Source of Verification
Number of long term relationships established between institutions by country and level of education sector	0	15	interim and completion reports presented by the project promoters and verified by the Programme Operator

Output	Indicator	Baseline	Target	Source of Verification
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Increased number of mobility at all levels of the education sector	Number of mobile pupils/students and teachers/staff	0	100	interim and completion reports presented by the project promoters and verified by the Programme Operator
Increased number of common publications	Number of publications/leaflets	0	15	interim and completion reports presented by the project promoters and verified by the Programme Operator

<b>Expected Outcome 3</b>	Increased higher education student and staff mobility between Beneficiary States and Norway
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Standard Indicator	Baseline	Target	Source of Verification

Optional Indicator	Baseline	Target	Source of Verification
Number of staff benefiting from a mobility grant under the NO FM by country, gender, category of staff and level	0	180	interim and completion reports presented by the project promoters and verified by the Programme Operator
Number of HE students benefiting from a mobility grant from NO FM by country, gender, level of study, and academic field	0	140	interim and completion reports presented by the project promoters and verified by the Programme Operator

Output	Indicator	Baseline	Target	Source of Verification
Increased number of bilateral agreements	Number of new bilateral agreements	0	10	interim and completion reports presented by the project promoters and verified by the Programme Operator

<b>Expected Outcome 4</b>	Increased and strengthened institutional cooperation within the higher education sector between the Beneficiary States and Norway
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Standard Indicator	Baseline	Target	Source of Verification

Optional Indicator	Baseline	Target	Source of Verification
Number of long term relationships established between institutions by country and level of education sector	0	10	interim and completion reports presented by the project promoters and verified by the Programme Operator

Output	Indicator	Baseline	Target	Source of Verification
Increased number of joint initiatives	Number of seminars/workshops/conferences	0	10	interim and completion reports presented by the project promoters and verified by the Programme Operator
Increased number of common publications	Number of publications/leaflets	0	10	interim and completion reports presented by the project promoters and verified by the Programme Operator

## 2. Conditions

### 2.1 General

1. Before the first interim payment to the Programme, the National Focal Point shall send for the FMO's approval, a description of the system for verification of payment claims by project promoters and project partners and of the audit and monitoring systems of the Programme Operator.
2. The Grant Offer is subject to any comments or observations made by the European Commission in relation to the screening process.

### 2.2 Pre-eligibility

Not applicable.

### 2.3 Pre-payment:

### 2.4 Pre-completion

Not applicable.

### 2.5 Post-completion

Not applicable.

## 3. Eligibility of Costs

### 3.1 Eligibility period

The eligibility period of costs (excluding programme proposal preparation costs) is: from 7 May 2012 – 30<sup>th</sup> April 2017.

The eligibility period of programme proposal preparation costs is: 17<sup>th</sup> June 2011 – 7 May 2012.

### 3.1 Grant rate and co-financing:

Programme estimated total cost	€11,111,111
Programme estimated eligible cost	€11,111,111
Programme grant rate (%)	90%

Maximum amount of programme grant €10,000,000

3.2 *Maximum eligible costs (€) and Advance payment amount (€):*

<b>Budget heading</b>	<b>Eligible expenditure</b>	<b>Advance payment</b>
Programme Management	€1 077 778	€200 000
Increased higher education student and staff mobility between Beneficiary and EEA EFTA States	€2 993 333,50	0
Increased and strengthened institutional cooperation at all levels of the education sector (school education, higher education, vocational training/education and adult education) between Beneficiary and EEA EFTA States	€1 873 333,00	0
Increased higher education student and staff mobility between Beneficiary States and Norway	€2 000 000	0
Increased and strengthened institutional cooperation within the higher education sector between the Beneficiary States and Norway	€2 866 666,50	0
Fund for bilateral relations	€200 000	€200 000
Complementary action	0	0
Preparation of programme proposal	0	0
Reserve for exchange rate losses	€100 000	0
<b>Total</b>	<b>€11 111 111</b>	<b>€400 000</b>

3.3 *Retention of management costs:*

Retention of management costs - percentage of the grant amount.	5%
Retention of management costs – planned euro value	€ 48 500

3.4 *Small grant scheme:*

No small grant scheme

EEA Financial Mechanism 2009-2014  
Norwegian Financial Mechanism 2009-2014

**Operational rules (Annex II)**

PL10: EEA Scholarship Programme; Norwegian-Polish Scholarship Programme

**1. Eligibility**

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

The Programme operator is the Foundation for the Development of the Education System (FRSE), and in Poland the programme is called “Scholarship and Training Fund”.

The programme will support improvement of the quality of Polish education, especially higher education, through increased student and staff mobility between Poland and Donor States, and strengthening of institutional cooperation on different levels of the education sector.

Within the programme the following four measures will be supported:

-Measure I: Mobility Projects in Higher Education - supporting student and staff exchanges between Polish and Donor countries' higher education institutions.

-Measure II: Preparatory Visits - supporting the establishment and possibly development of the cooperation between institutions in Poland and Donor countries with a view to future cooperation, specifically the submission of an application for one or several of the actions covered by the Fund.

-Measure III: Inter-institutional cooperation projects – bilateral or multilateral projects aiming at implementation of joint events or initiatives (school projects, seminars, conferences, publications, etc.) by Polish and Donor countries' institution.

-Measure IV: Development of Polish higher education institutions projects – aiming at enhancement of teaching and organisational capacities of Polish higher education institutions.

*1.2 Eligible applicants:*

The rules on the eligibility of applicants are set in Article 6.2.2 of the Regulation. Institutions apply for project funding. Individual applicants apply to their home institutions.

The following specifications apply to this programme:

Measure I: Polish Higher Education Institutions - Erasmus University Charter holders.

Measure II: Any institution which may participate in any of the actions of the Scholarship and Training Fund, including institutions from the donor countries, who can apply for funding for visits.

Measure III: Schools and institutions engaged in formal education.

Measure IV: Polish Higher Education Institutions.

*1.3 Special rules on eligibility of costs:*

Chapter 7 of the Regulation contains the rules on eligibility of costs. The following specifications apply:

- There will be no flat rate for overheads on either programme level or project level; all indirect costs will be supported by invoices.
- In-kind will not be eligible.

## **2. Financial parameters**

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

-Measure I:

Monthly grant for Polish students going to Donor country for study period or practical placement	min. € 600 up to max. € 1200
Monthly grant for Donor country students going to Poland for study period or practical placement	up to € 800
Additionally: € 500 as a lump sum for travel and insurance costs per person per mobility flow. No invoices from the individual beneficiary required.	
Grants for Polish staff going to Donor Country	€ 250 per day € 1250 per week € 2100 per month
Grants for Donor Country staff going to Poland	€ 150 per day € 750 per week € 1250 per month
Additionally: € 500 as a lump sum for travel and insurance costs per person per mobility flow. No invoices from the individual beneficiary required.	
Institutional costs for organisation of mobility incoming flows	€ 500 per incoming person

-Measure II:

- Travel and insurance costs – max € 500
- Subsistence – € 250 per day

-Measure III: The minimum amount of grant assistance that can be applied for is € 20.000; the maximum amount is € 100.000.

-Measure IV: The minimum amount of grant assistance that can be applied for is € 20.000; the maximum amount is € 250.000.

### **2.2 Project grant rate:**

Measure I: Grants from the programme will cover 100 % of total eligible project costs.

Measure II: Grants from the programme will cover 100 % of total eligible project costs.

Measure III: Grants from the programme will not exceed 90 % of total eligible project costs. The remaining costs of the project shall be provided by the end recipient.

Measure IV: Grants from the programme will not exceed 90 % of total eligible project costs. The remaining costs of the project shall be provided by the end recipient.

### **2.3 Advance payments**

An advance payment of up to 80% is possible upon signature of a contract between Programme Operator and Project Promoter. The advance payments will be offset against

incurred expenditures during project implementation. Detailed description of the payment's structure is presented in the item 4.1 of Annex II.

### **3. Selection of projects**

#### *3.1 Selection procedures:*

Measure I: The selection procedure will be carried out in accordance with Article 6.5. of the Regulation. The PO checks the fulfilment of the formal eligibility criteria. No content-related (quality assessment) will be carried out, since the applicants are Erasmus University Charter holders.

Measure II: The selection procedure will be carried out in accordance with Article 6.5. of the Regulation. The PO checks the fulfilment of the formal eligibility criteria. The quality assessment will be carried out by two of the PO's staff members.

Measure III: The selection procedure will be carried out in accordance with Article 6.5. of the Regulation. The PO checks the fulfilment of the formal eligibility criteria. The quality assessment will be carried out by two external experts, which are appointed by the PO.

Measure IV: The selection procedure will be carried out in accordance with Article 6.5. of the Regulation. The PO checks the fulfilment of the formal eligibility criteria. The quality assessment will be carried out by two external experts, which are appointed by the PO.

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

Measure I: There shall be three calls for applications. The first call shall be launched in February 2013 and make available € 1.793.333,50. The second shall be launched in February 2014 and make available € 1.600.000. The third call shall be launched in February 2015 and make available € 1.600.000. The calls shall be open at least for 2 months (February – March).

Measure II: There shall be one call for applications. The call shall be launched in October 2012 and make available € 200.000. The call shall be open at least for 2 months (October-November).

Measure III: There shall be one call for applications. The call shall be launched in February 2013 and make available € 1.873.333,00. The call shall be open at least for 2 months (February – March).

Measure IV: There shall be one call for applications. The call shall be launched in February 2013 and make available € 2.866.666,50. The call shall be open at least for 2 months (February – March).

Social sustainability issues, in particular initiatives promoting equality, tolerance and antidiscrimination, shall be reflected in the content related selection criteria in the open calls and shall be reported on to the Donors.

#### *3.3 Selection criteria:*

Measure I:

- Fulfilment of the formal eligibility criteria: Compliance with the exclusion criteria and eligibility criteria, which are announced in the guide for applicants; the relevant call for proposals; and the application form. Minor mistakes or gaps can be remedied within 3 working days from receipt of the notification.
  - o Submission within the relevant deadline.
  - o Use of the appropriate application forms.
  - o Signatures by the relevant persons.
  - o Submission of a complete set of annexes.

- No content-related (quality) assessment.
- Responsibility for selection of end-beneficiaries (students and staff) will be taken over by the home institution. Erasmus procedures will be followed.
- 10% of the allocation under the EEA Grants shall be used for scholarships in the field of culture.

**Measure II:**

- Fulfilment of the formal eligibility criteria: Compliance with the exclusion criteria and eligibility criteria, which are announced in the guide for applicants; the relevant call for proposals; and the application form. Minor mistakes or gaps can be remedied within 3 working days from receipt of the notification.
  - o Submission within the relevant deadline.
  - o Use of the appropriate application forms.
  - o Signatures by the relevant persons.
  - o Submission of a complete set of annexes.
- The quality assessment will comprise a review of following points:
  - o Agenda and plan for the activities to be undertaken during the visit.
  - o Contribution of the activities planned to drafting the future project.
  - o Qualifications and professional background of the participant.
  - o Letter of intent (Host institution) and letter of recommendation (Home institution) confirming that the institutions are supporting the visit.

Additionally, quality assessment will include a formal assessment of the requested budget in relation to activities proposed.

**Measures III and IV:**

- Fulfilment of the formal eligibility criteria: Compliance with the exclusion criteria and eligibility criteria, which are announced in the guide for applicants; the relevant call for proposals; and the application form. Minor mistakes or gaps can be remedied within 3 working days from receipt of the notification.
  - o Submission within the relevant deadline.
  - o Use of the appropriate application forms.
  - o Signatures by the relevant persons.
  - o Submission of a complete set of annexes.
- The quality assessment will comprise a review of following points:
  - o Methodology and work programme.
  - o Innovative character.
  - o The cost-benefit ratio.
  - o Impact and relevance of results.
  - o Dissemination of results.

Additionally, quality assessment will include a formal assessment of the requested budget in relation to activities proposed.

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

##### **4.1 Payment flows**

The PO shall ensure that funds are available for payments to projects in a timely manner. Payments towards end beneficiaries will be in the form of advance payments, and a final balance payment in the form of reimbursement of incurred expenditures. Payments to projects are made on the basis of approved interim reports.

Measure I: An advance payment up to 80% can be made upon signature of contract. An interim payment of up to 20% can be made upon proof of use of 70% of the advance payment. A final balance payment, if applicable, will be made upon acceptance of the completion report.

Measure II: An advance payment up to 80% can be made upon signature of contract. A final balance payment, if applicable, can be made upon acceptance of the completion report. Payments will be made to institutions and not to individuals.

Measures III and IV: Pending financial verification, an advance payment of up to 80% can be made upon signature of a contract between PO and project promoter. The remaining amount will be paid upon approval of the final report.

In case of private institutions receiving a grant of more than € 25,000, payments can be made in three instalments. Up to 40% shall be paid upon signature of the contract, up to 40% upon approval of an interim report and the remaining amount upon approval of the final report. In such cases an interim report is the basis for the second instalment that will be transferred after the documented use of 70% of the first instalment.

#### *4.2 Verification of payment claims*

Project promoters shall submit interim reports to the PO containing information on project progress, advance payment requests and incurred expenditure.

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

The procedure for verification of payments claims, periodicity of reporting periods, and deadlines for reporting will be further outlined in the description of the Programme's management and control systems according to Article 4.8.2 of the Regulation.

#### *4.3 Monitoring and reporting*

##### **Measure I**

The institutions will send 2 interim reports during the period for which the grant has been awarded. The purpose of these reports is primarily to give the Programme Operator the opportunity to redistribute the funds if the expected activity will be lower than applied for. The completion report will determine the size of final allocation.

##### **Measure II**

An end-beneficiary submits the completion report within 10 working days after completion of the visit. The report includes confirmation from the hosting institution and travel documents.

##### **Measure III and IV**

The beneficiary submits interim reports every 4 months covering three reporting periods in each calendar year. The completion report shall be submitted within 1 month of the completion of eligibility period. The interim reports shall include information on progress and payments made. The completion report shall include documentation on activities and payments and show that the project has been completed according to the conditions on which the grant was awarded.

Information regarding monitoring measures to be carried out by the Programme Operator is outlined in Annex III of the Programme Proposal, Monitoring Plan for 2012.

Information on Reporting and Monitoring, and periodicity of reporting, will be further 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*

1,8 % of the total eligible cost of the programme e.g. 200 000 € is set aside for the bilateral fund.



The fund for bilateral relations will be used for preparatory visits according to the Guidelines for Scholarship programmes. It will be used for mobility of representatives of educational institutions in order to establish and develop cooperation between institutions with a view to potential future cooperation, specifically the submission of an application for one or several of the measures covered by the programme or other funding.

Eligible applicants: Any institution which may participate in any of the actions under the Scholarship and Training Fund, including institutions in donor countries.

The application is submitted to the PO using a specified form at least 8 weeks before the planned visit. The application shall state the purpose and objective of the visit and include a confirmation from the hosting institution. The application is assessed by the PO.

Maximum grant per project: up to 100 % of actual costs of travel (including insurance), maximum €500 per project and subsistence, maximum €250 per day.

Maximum duration of the visit: 5 working days.

#### *5.2 Complementary action*

Not applicable.

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

The potential risk of exchange rate loss exists at the level of the project promoters. The reserve for exchange rate losses will be used to cover potential losses resulting from the difference in the exchange rate used when programme funds are transferred to the Certifying Authority in euros, compared to the exchange rate used for the settlement of project grants in local currency. The reserve will be available to all project promoters and all affected promoters shall have an equal opportunity to be reimbursed for potential losses. The amount of the reserve shall not exceed 1% of the total eligible costs of the programme.

#### *5.4 Small Grant Schemes*

Not applicable.

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

Not applicable.

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

Any modifications of the programme will follow the rules in Article 2.9 of the programme agreement.

### **8. Programme proposal version**

Any reference to the programme proposal in this programme agreement shall be interpreted as a reference to the version signed by the Programme Operator on 22 December 2011 and shall include all subsequent correspondence and communication between the Donors, the Financial Mechanism Office, the National Focal Point and the Programme Operator.

### **9. Miscellaneous**

Not applicable.