

05 DEC. 2012

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 "Domestic and Gender-based Violence"

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 programme agreement, make available to the Beneficiary State a financial contribution (hereinafter referred to as "the programme grant") to be used exclusively to finance the eligible cost of the Programme.

Article 2.3

Objective and outcomes of the Programme

1. The programme decision sets out the objective, outcome(s), outputs, indicators and targets for the Programme.

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

Article 2.4

Programme grant

1. The maximum amount of the programme grant, the programme grant rate, and the estimated eligible cost of the Programme shall be as specified in the programme decision.

2. In case the Programme is also supported by the 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;

(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 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

(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 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 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 programme agreement.

Article 2.11 Contact information

1. The contact information of the National Focal Point and the Programme Operator is as specified in the programme proposal.

2. The contact information for the 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

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;

(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 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 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 NMFA of a positive appraisal of the pre-defined projects by the Programme Operator in accordance with paragraph 3 of Article 5.5 of the Regulation.

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

Article 4.2 Proof of expenditure

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

Article 4.3 Payments

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

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

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

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

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

Article 4.4 Transparency and availability of documents

The National Focal Point shall ensure an audit trail for financial contributions from the 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;
 - (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 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.
6. Nothing in this programme agreement shall be construed as a waiver of diplomatic immunities and privileges awarded to the European Free Trade Association, its assets, officials or employees.

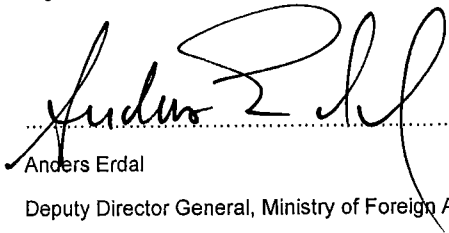
Article 5.4 Entry into force and duration

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

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

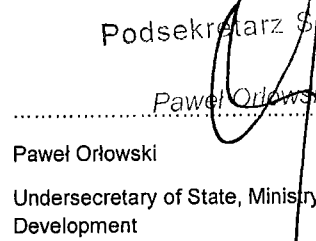
For the NMFA

Signed in Brussels on 06.12.2012


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Anders Erdal
Deputy Director General, Ministry of Foreign Affairs

For the National Focal Point

Signed in Warsaw on 03.12.2012

Podsekretarz Stanu

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Pawel Orłowski
Undersecretary of State, Ministry of Regional
Development

Annex I - Programme Decision

1. Expected Outcomes and Indicators for Outputs

Expected Outcome:	Domestic violence reduced
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Output	Indicator	Baseline	Target	Source of Verification
Increase in activities for victims of domestic violence and people who carry out tasks in the field of prevention of domestic violence	The number of completed training and related activities in the field of combating domestic violence for victims and those working in the Support Centres for Crime Victims	0	120	Reports submitted by the pre-defined Project Promoter – the Ministry of Justice (under the pre-defined project No.2) and the reports of the Ministry of Labour and Social Policy (under the pre-defined project No. 1)
	Number of completed training for the representatives of services and entities performing tasks related to combating domestic violence.	0	70	
Improved infrastructure in dealing with domestic violence at the regional and local level	Number of institutions that created accommodation for people experiencing domestic violence	0	10	Measured based on the data contained in the reports on the implementation of tasks under the small grant scheme
	Number of facilities that improved housing infrastructure under the small grant scheme	0	20	
Prison staff have increased competence to carry out training for perpetrators of domestic violence	Number of Penal Institutions conducting corrective-educational programs for perpetrators of domestic violence.	0	80	Measured based on the data contained in reports submitted by the pre-defined Project Promoter– the Central Board of Prison Service

Expected Outcome:	Gender-based violence reduced
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Output	Indicator	Baseline	Target	Source of Verification
Improved/increased capacities of entities implementing treatment programs for people affected by gender-based violence	Number of victims of domestic violence, by gender, who have completed treatment programs	0	30	Measured based on the data contained in the reports on the implementation of tasks under the small grant scheme
	Number of Penal Institutions conducting corrective-educational programs for perpetrators of gender-based violence.	0	20	
Increased public awareness	Number of aired TV spots	0	1	Measured based on the delivery and acceptance protocol for the completed

about gender-based violence	Number of completed social campaigns on the negative effects and consequences of gender-based violence	0	1	task.
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2. Conditions

2.1 General

- 1) The National Focal Point shall ensure that any public support under this Programme complies with the procedural and substantive state aid rules applicable at the time when the public support is granted. The National Focal Point shall, by way of the programme implementation agreement, ensure that the Programme Operator maintains written records of all assessments concerning compliance with state aid rules, particularly decisions to award grants and set grant rates, and provides such records to the NMFA upon request. The approval of the Programme by the NMFA does not imply a positive assessment of such compliance.
- 2) Bilateral, outcome and output indicators shall be reported on in the annual programme report.
- 3) A methodology on the calculation of the flat rate to be applied to indirect eligible costs (overheads) in accordance with Article 7.4.1(b) of the Regulation shall be submitted to the FMO no later than two weeks prior to the deadline for providing to the NMFA the text of the call for proposals, as required by Article 6.3.4 of the Regulation.
- 4) Detailed selection criteria shall be submitted to the FMO for approval, no later than two weeks before the call for proposals, to ensure inter alia that the specific needs of vulnerable groups including Roma and migrants are addressed throughout the programme implementation.
- 5) The National Focal Point shall ensure that the Programme Operator will, prior to signing a project contract/decision/administrative act for the pre-defined project No. 1 in Section 6 of Annex II to the programme agreement, make sure that the appraisal referred to in Article 5.5.3 of the Regulation is carried out by an appraisal team on which experts external to the Programme Operator constitute a majority.
- 6) The National Focal Point shall ensure that the pre-defined project No. 1 in Section 6 of Annex II to the programme agreement will be audited by the Polish Audit Authority at least once during the project implementation period.
- 7) No later than 31 March of every year, the National Focal Point shall provide the NMFA with a statement of all co-financing provided by project promoters to their projects during the previous calendar year. The National Focal Point shall ensure that it obtains the necessary information in a timely manner from the Programme Operator by way of appropriate provisions in the programme implementation agreement.

2.2 Pre-eligibility

Not applicable.

2.3 Pre-payment:

- 1) A minimum of €10,000 shall be set aside for complementary action to facilitate the participation of other relevant stakeholders other than the Programme Operator and Project Promoters in relevant meetings, workshops etc. The National Focal Point shall ensure that the budget in this Annex is revised accordingly by way of an amendment to this Annex.

2.4 Pre-completion

Not applicable.

2.5 Post-completion

Not applicable.

2.6 Other

3. Eligibility of Costs

3.1 Eligibility of costs - period

Eligibility of costs (excluding prog. prep. costs) is: 12/10/2012 – 30/04/2017.
 Eligibility of programme proposal preparation costs: 10/06/2011 – 11/10/2012.

3.2 Grant rate and co-financing:

Estimated total programme cost	€3,529,412
NFM contribution (% of total)	€3,000,000 (85%)
Estimated National Contribution (% of total) ¹	€529,412 (15%)
Programme total eligible expenditure	€3,066,926
Programme grant rate (%)	97.82%
Maximum amount of programme grant	€3,000,000

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

Budget heading	Contribution from NFM	Contribution from programme operator	Total eligible expenditure	Advance payment (NFM contribution)
Programme Management	€300,000	€52,941	€352,941	€61,575
Domestic Violence reduced	€2,087,599	-	€2,087,599	€60,800
Gender based violence reduced	€533,151	-	€533,151	€26,451
Funds for bilateral relations	€45,000	€7,941	€52,941	-
Preparation of programme proposal	€4,250	€750	€5,000	€4,250
Reserve for exchange rate losses	€30,000	€5,294	€35,294	€7,500
Total	€3,000,000	€66,926	€3,066,926	€160,576

3.4 Retention of management costs:

Retention of management costs - percentage of the grant amount	10 %
Retention of management costs – planned euro value	€30,000

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

3.5 Small grant scheme:

Outcomes: *Domestic Violence reduced, Gender based violence reduced*

Outome	Domestic violence reduced
Total amount reserved	€450,000
Grant amount at project level	€5,000 - €250,000
Duration of the projects	12 - 21 Months
Maximum Grant rate at project level	85.00%
Outome	Gender-based violence reduced
Total amount Reserved	€150,000
Grant amount at project level	€5,000 - €250,000
Duration of the projects	12 - 21 Months
Maximum Grant rate at project level	85.00%

Annex II - Operational rules

1. Eligibility

1.1 Eligible measures (sub-measures if any):

The Programme Operator is the Ministry of Labour and Social Policy.

The Programme, which consists of three pre-defined projects and one small grant scheme, shall support measures to increase the availability of assistance for people affected by violence and to improve the quality of already existing services. The Programme intends to strengthen cooperation between institutions providing relevant services and to increase knowledge, skills, capacity and resources in the relevant field.

1.2 Eligible applicants:

The following entities are eligible applicants under the Small Grant Scheme:

- Local government units
- NGOs

1.3 Special rules on eligibility of costs:

The eligibility of costs is determined by reference to Chapter 7 of the Regulation.

Indirect costs in projects can be based on either actual indirect costs or a flat rate of up to 20% of total direct eligible costs in accordance with Article 7.4.1 (a) and 7.4.1(b) of the Regulation. Before the signing of project agreements, the project promoter needs to describe the chosen option. In case of the first option, the costs are reimbursed according to the actual incurred costs. In case of the latter option, a methodology that shall ensure the fair apportionment of the overall overheads will be stipulated in each project contract to be signed between the Programme Operator and a Project Promoter. In accordance with article 7.13.4 of the regulation, the methodology shall be submitted to the FMO for approval.

2. Financial parameters

2.1 Minimum and maximum grant amount per project

The minimum amount of grant assistance applied for under the Small Grant Scheme is €5,000; the maximum amount is €250,000.

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

2.2 Project grant rate

Grants under the Small Grants Scheme and grants from the programme to the pre-defined projects will not exceed 85 per cent of total eligible project costs. The remaining costs of the project shall be provided or obtained by the Project Promoter.

3. Selection of projects

3.1 Selection procedures

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

The PO shall review the applications for compliance with administrative and eligibility criteria. Applicants whose applications are rejected at this stage have the right to appeal the

decision to the PO. In case of a negative decision of the PO, the decision can be appealed further to the National Focal Point (NFP). In case of a positive decision by the PO or the NFP the decision will be subject to an appraisal, otherwise the application goes no further.

Each application which meets the administrative and eligibility criteria shall be subject to substantive assessment by two independent and impartial experts appointed by, but independent of, the PO and the Selection Committee. The experts will separately score the projects according to the selection criteria. For the purposes of ranking the projects, the average of the scores awarded by the experts shall be used. In a situation where the difference in scores given to the application by each of the two experts will be greater than 30% of the higher score, the PO shall designate an additional third expert for the review. In that case the average score of the two closest scores shall be used for the ranking of the projects.

Applicants are informed of the results of this content-related review of the experts and have the right to appeal their decision to PO and subsequently to the NFP. After completion of the appeals procedure, the PO prepares the ranking list of proposals recommended for funding based on the scores awarded by experts and submits it to the Selection Committee. It shall at the same time provide the FMC with the ranked list in English. Projects submitted to the Committee after the content-related review will include justification along with recommendations for selected proposals. The Committee, after the analysis of the ranking list, may, in justified cases, modify the order of listed projects eligible for support. The justification for such modification should be included in the minutes from the Selection Committee meeting. If this modification results in a project's rejection, the affected applicant shall be informed in writing about the justification for the modification. The Selection Committee submits the list of recommended projects to the PO who informs the applicants of the results of the selection process and publicises the results on the Programme website.

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

There shall be at least one call for applications under the Small Grant Scheme. The call shall be launched no later than in the second quarter of 2013 and make available €600,000.

3.3 Selection criteria

Detailed selection criteria for the Small Grants Scheme will be adopted by the Selection Committee and submitted to the FMO no later than two weeks before the open call.

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

4.1 Payments towards projects will be made based on approved interim financial reports or final reports.

Payments towards pre-defined projects will be in the form of reimbursements of incurred expenditure, and a final payment to be paid after the approval of a final report.

For projects under the small grant scheme, payments will be in the form of advance instalments up to 90% of the total project grant amount. The remaining 10% shall be paid after the approval of a final report.

The advance instalment scheduling shall be set out in the project agreement.

The advance instalments shall be offset against incurred expenditure reported in the interim financial reports. The advance instalments are deducted from the reimbursements of incurred expenditure until the total advance payment has been offset.

Payments shall be transferred to the Beneficiary no later than three months from submission of a payment request, provided that the submitted request is correct, and no later than one month after its approval.

4.2 Verification of payment claims

Verification and approval of project interim/final reports will be conducted within the structure of the Programme Operator, or by the Budget and Finance office of the Ministry of Labour and Social Policy. Verification and approval of project interim reports will be based on information on incurred expenditure, financial status and projects progress contained in the interim reports, and on additional information to be submitted together with the reports.

The Programme Operator may in justifiable cases decide to cancel the requirement of attaching additional documentation.

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

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.

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 financial progress and progress towards expected outputs in interim reports, and at the end of the project in a final report. The frequency of interim reporting to the Programme Operator shall be based on an agreed timetable, but no less than three times a year. The reporting periods can be merged upon the request of the project promoter.

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

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

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

Information on Reporting and Monitoring will further be outlined in the description of the Programme's management and control systems according to article 4.8.2 of the regulation.

5. Additional mechanisms within the programme

5.1 Funds for bilateral relations

The Programme Operator will set aside not less than 1.5 % of the total programme budget to a fund for bilateral relations.

The whole amount for the bilateral fund will be used for two study visits in cooperation with CoE in relation to the pre-defined project on "Polish Family - free from violence". These visits will lead to networking, exchange, sharing and transfer of knowledge, experience and best practice between the Project Promoter and the entity of the Donor States, ie. the Council of Europe.

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

5.2 Complementary action

A minimum of €10,000 shall be set aside for complementary action to facilitate the participation of other relevant stakeholders other than the Programme Operator and Project Promoters in relevant meetings, workshops etc. The National Focal Point shall ensure that the budget is revised accordingly.

5.3 Reserve for exchange rate losses

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

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

5.4 Small Grant Schemes

A Small Grant Scheme shall be established under the Programme with a total allocation of €600,000 (20% of the total Programme funds). Further information on financial parameters and selection of projects under the Small Grants Scheme is provided under Sections 2 and 3 above.

6. Pre-defined projects

Three Pre-defined projects will be implemented under the Programme.

1. Polish family – free from violence

Project Promoter:	Ministry of Labour and Social Policy
Estimated total project cost:	€977,353
Project grant rate:	85%

Description: The project aims to carry out a comparative study on domestic violence in Poland, to implement a nationwide social awareness campaign and to provide training to professionals on multi-agency cooperation in line with the Council of Europe standards.

The following activities will be implemented under this project:

- Comparative study on domestic violence in Poland
- Comparative study on gender-based violence
- National social campaign
- Training for interdisciplinary teams

2. Strengthening measures to support domestic violence

Project Promoter:	Ministry of Justice – Department of Human Rights
Estimated total project cost:	€700,000
Project grant rate:	85%

Description: The project aims at improving the quality of services provided to victims of domestic violence by training staff at the Support Centres for Crime Victims and by providing training (educational meetings) for victims at the centres.

The following activities will be implemented under this project:

- Training of staff working at the Support Centres for Crime Victims
- Training for victims of domestic violence
- Therapies for victims of domestic violence

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3. Improving competences of penitentiary staff in the strengthening of educational and corrective measures against the convicted domestic violence perpetrators imprisoned for abusing family members and the strengthening of educational and corrective measures against persons imprisoned for domestic violence

Project Promoter: The Central Board of Prison Service
Estimated total project cost: €700,000
Project grant rate: 85%

Description: The project aims at increasing the number of prison tutors and psychologists trained to carry out educational and corrective measures towards convicted perpetrators of domestic violence, and to carry out educational and corrective programmes in prisons and custodies designed for perpetrators of domestic violence.

The following activities will be implemented under this project:

- Educational and corrective measures towards perpetrators of violence in prisons and custodies
- Training of staff in the correctional services

The pre-defined projects will be appraised in accordance with Article 5.5 of the Regulation. Pre-defined projects No. 2 and 3 will be assessed by the Division of Statistics and Analysis in the Department of Social Assistance and Integration of the Ministry of Labour and Social Policy. Pre-defined project No. 1 will be appraised externally. The projects will be assessed according to the following criteria:

- Consistency with the objectives of the Programme;
- Consistency of the proposed tasks with the objective of the Programme;
- Consistency of the proposed tasks with Polish law, inter alia on combating domestic violence;
- Consistency of the proposed tasks with EU legislation;
- Achieved outcomes of projects contribute to reducing domestic violence and gender-based violence.

7. Modification of the Programme

Any modifications of the programme will follow the rules set forth in the Regulation and in Article 2.9 of the programme agreement.

8. Programme proposal version

Any reference to the programme proposal in this programme agreement shall be interpreted as version signed by the PO on 31 January 2012 and shall include all subsequent correspondence and communication between the Donors, the Financial Mechanism Office, the National Focal Point and the Programme Operator.

9. Miscellaneous

Not applicable.