

18 NOV. 2013



EEA Financial Mechanism 2009-2014

PROGRAMME AGREEMENT

between

The Financial Mechanism Committee  
established by Iceland, Liechtenstein and Norway

and

The Ministry for Environment, Spatial Planning and Energy (MAOTE),  
hereinafter referred to as the "National Focal Point",  
representing Portugal ,  
hereinafter referred to as the "Beneficiary State"

together hereinafter referred to as the "Parties"

for the financing of the Programme "Mainstreaming Gender Equality and Promoting Work-Life Balance"

hereinafter referred to as the "Programme"

## Chapter 1

### Scope, Legal Framework, and Definitions

#### Article 1.1 Scope

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

#### Article 1.2 Legal Framework

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

- a. Protocol 38b to the EEA Agreement on the EEA Financial Mechanism 2009-2014;
- b. the Regulation on the implementation of the EEA Financial Mechanism 2009-2014 (hereinafter referred to as the "Regulation") issued by the Donor States in accordance with Article 8(8) of Protocol 38b;
- c. the Memorandum of Understanding on the Implementation of the EEA Financial Mechanism 2009-2014 (hereinafter referred to as the "MoU"), entered into between the Donor States and the Beneficiary State; and
- d. any guidelines adopted by the FMC in accordance with the Regulation

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

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

#### Article 1.3 Definitions

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

## Article 1.4

### Annexes and hierarchy of documents

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

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

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

## Chapter 2 The Programme

#### Article 2.1 Co-operation

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

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

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

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

## Article 2.2

## Main responsibilities of the Parties

1. The National Focal Point is responsible and accountable for the overall management of the EEA Financial Mechanism 2009-2014 in the Beneficiary State and for the full and correct implementation of this programme agreement. In particular, the National Focal Point undertakes to:

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

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

## Article 2.3

## Objective and outcomes of the Programme

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

## Article 2.4

## Programme grant

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

2. In case the Programme is also supported by the Norwegian Financial Mechanism, this programme agreement shall be interpreted in conjunction with the agreement regulating that support.

3. The financial plan shall:

- a. contain a breakdown between the Programme's budget headings using the description put forward in the template for the programme proposal;
- b. indicate the agreed advance payment, if any.

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

## Article 2.5

## Special conditions and programme specific rules

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

## Article 2.6

## Programme implementation agreement

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

## Article 2.7

## Reporting

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

**Article 2.8**  
**External monitoring**

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

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

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

**Article 2.10**  
**Communication**

1. All communication to the FMC regarding this programme agreement shall take place in English and be directed to the Financial Mechanism Office (hereinafter referred to as the FMO), which represents the FMC towards the National Focal Point and the Programme Operator in relation to the implementation of the Programme.

2. To the extent that original documents are not available in the English language, the documents shall be accompanied by full and accurate translations into English.

3. The National Focal Point shall bear the responsibility for the accuracy of the translation that it provides and the possible consequences that might arise from any inaccurate translations.

4. The FMC shall ensure that the National Focal Point is informed about communication between the FMC and the Programme Operator that is relevant for the responsibilities of the National Focal Point under this programme agreement.

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

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

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

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

## Chapter 3 Projects

### Article 3.1 Selection of projects

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

### Article 3.2 Project contract

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

### Article 3.3 Project partners and partnership agreements

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

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

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

### Article 3.4 Reallocation of funds

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

## Chapter 4 Finance

### Article 4.1 Eligible expenditures

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

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## Article 4.5

## Irregularities, suspension and reimbursements

4. The first date of eligibility of expenditures in projects shall be set in the project contract in accordance with Article 7.14 of the Regulation. The first date of eligibility of any pre-defined projects shall be no earlier than the date on which the National Focal Point notifies the FMC of a positive appraisal of the pre-defined projects by the Programme Operator in accordance with paragraph 3 of Article 5.5 of the Regulation.

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

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 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 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 Oslo on 29.10.2013

  
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Anders Erdal  
FMC Chairman

For the National Focal Point

Signed in Luanda on 12/11/2013

  
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Jorge Moreira da Silva  
Minister for Environment, Spatial Planning and Energy

## Annex I - Programme Decision

### 1. Expected Outcomes & Indicators for Outputs

**Expected Outcome(s):** Awareness raised and research on gender issues promoted

#### Output

Awareness on gender issues raised

| Output indicator(s)   | Baseline | Target | Source of Verification |
|---|----------|--------|------------------------|
| Number of people with increased knowledge and awareness of gender equality in the labour market (m/f) | 0        | 70     | Project documentation  |

#### Output

Research on gender equality promoted

| Output indicator(s)               | Baseline | Target | Source of Verification |
|-----------------------------------|----------|--------|------------------------|
| Number of scientific publications | 0        | 3      | Project documentation  |
| Number of white papers published  | 0        | 1      | Project documentation  |

#### Output

Capacity and knowledge of gender issues improved

| Output indicator(s)  | Baseline | Target | Source of Verification |
|--|----------|--------|------------------------|
| Number of institutions with strengthened capacity and knowledge on gender issues                     | 0        | 5      | Project documentation  |
| Number of people with increased knowledge of obstacles to gender equality in the labour market (m/f) | 0        | 70     | Project documentation  |

#### Output

Conditions for gender balance on company boards improved

| Output indicator(s)   | Baseline | Target | Source of Verification |
|---|----------|--------|------------------------|
| Number of companies with improved conditions for gender balance on company boards | 0        | 3      | Project documentation  |

## 2. Conditions

### 2.1 General

- 1) The National Focal Point shall ensure that any public support under this Programme complies with the procedural and substantive state aid rules applicable at the time when the public support is granted. The National Focal Point shall, by way of the programme implementation agreement, ensure that the Programme Operator maintains written records of all assessments concerning compliance with state aid rules, particularly decisions to award grants and set grant rates, and provides such records to the FMC upon request. The approval of the Programme by the FMC does not imply a positive assessment of such compliance.
- 2) Bilateral, output and outcome indicators shall be reported on in the annual programme report.
- 3) The Programme Operator shall ensure that relevant stakeholders are consulted during the implementation of the programme. A stakeholder meeting shall be organised within one month after Programme Agreement signature. The stakeholder consultation shall be reported on in the annual programme report.
- 4) The National Focal Point shall ensure that the Programme Operator ensures that costs incurred by project partners, including partners of pre-defined projects, are covered from the project budget.
- 5) 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 earlier of the following dates:
  - a. the deadline for providing to the FMC the text of the call for proposals, as required by Article 6.3.4 of the Regulation;
  - b. the date when the first project contract for any pre-defined project is signed by the Programme Operator.



6) The Focal Point shall ensure that the Programme Operator informs and coordinates its actions with the Operator of the Human Potential Operational Programme in Portugal in order to avoid overlap and to seek and achieve synergies.

## 2.2 Pre-eligibility

Not applicable.

## 2.3 Pre-payment

Not applicable.

## 2.4 Pre-completion

Not applicable.

## 2.5 Post-completion

Not applicable.

## 2.6 Other

## 3. Eligibility of costs

### 3.1 Eligibility of costs - period

Eligibility of costs (excluding prog prep costs): 12/04/2013-30/04/2017

Eligibility of programme proposal preparation costs: 30/03/2012-11/04/2013

### 3.2 Grant rate and co-financing

|                                       |            |
|---------------------------------------|------------|
| Programme estimated total cost (€)    | €2,941,176 |
| Programme estimated eligible cost (€) | €2,941,176 |
| Programme grant rate (%)              | 85.0000%   |
| Maximum amount of Programme grant (€) | €2,500,000 |

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

| Budget heading  | Eligible expenditure | Advance payment* |
|---|----------------------|------------------|
| Programme management                                    | €294,116             | €25,000          |
| Awareness raised and research on gender issues promoted | €2,529,412           | €215,000         |
| Fund for bilateral relations                            | €44,118              | €3,750           |
| Complementary action                                    | €58,824              | €5,000           |
| Preparation of programme proposal                       | €14,706              | €14,706          |
| Reserve for exchange rate losses                        | €0                   | €0               |
| Total   | €2,941,176           | ° €263,456       |

\* The advance payment is composed of €223,938 in grant amount and €39,518 in co-financing.

### 3.4 Retention of management costs

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| Retention of management costs - percentage of the management costs | 10.00%  |
| Retention of management costs - planned Euro value                 | €25,000 |

### 3.5 Small Grant Scheme

|                                     |   |
|-------------------------------------|---|
| Outcome                             | Awareness raised and research on gender issues promoted |
| Total Amount Reserved               | €390,233  |
| Grant Amount at Project Level       | €10,000 – 170,000                                       |
| Duration of the Project             | 12 – 18 months  |
| Maximum Grant Rate at Project Level | 100.00%   |



## Annex II - Operational Rules

### 1. Eligibility

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

The Programme Operator is the Secretary of State for Parliamentary Affairs and Equality (SEAPI)/Commission for Citizenship and Gender Equality (ClG).

The Programme will address some of the main obstacles to gender equality in Portugal, with a focus on work-life balance and gender gaps in the labour market. Special focus will be given to research and data collection, which will inform policy and decision-makers in their efforts towards achieving greater gender equality. The Programme will enhance bilateral cooperation between Portugal and Norway on issues related to tackling sexual and moral harassment.

The Programme will be implemented by way of:

- Two open calls on the development of tools and methods to promote gender equality;
- A small grant scheme on methods and tools for the impact evaluation of legislative measures on the promotion of gender equality; and
- Three pre-defined projects.

#### 1.2 Eligible applicants:

The rules on eligibility of applicants are set in Article 6.2 of the Regulation.

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

The eligibility of costs is determined by reference to Chapter 7 of the Regulation. The rules on eligibility of costs shall apply equally and without limitation to both Project Promoters and project partners.

The purchase of real estate and land is not considered eligible expenditure. Costs incurred for the preparation of project applications shall not be eligible.

Indirect costs in projects shall be claimed in accordance with the Regulation and in particular, Article 7.4.1 thereto. Where a flat-rate is applied, this shall be set in line with Article 7.4.1(b) of the Regulation and the level of the flat rate shall be set in accordance with a methodology provided by the Programme Operator.

### 2. Financial parameters

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

The minimum amount of grant assistance applied for under the calls for proposals is €170,000; the maximum amount is €300,000.

The minimum amount of grant assistance applied for under the small grant schemes is €10,000; the maximum amount is €170,000.

#### 2.2 Project grant rate:

Grants from the Programme will be up to 100% of total eligible project costs, except in the case of those projects where the Project Promoter falls under the definition of non-governmental organisations contained in 1.5.1(m) of the Regulation, where the grant from the Programme will not exceed 90% of total eligible project costs. The remaining costs of the project shall be provided or obtained by the Project Promoter.

### 3. Selection of projects

#### 3.1 Selection procedures:

The selection procedures for projects shall in all cases be in accordance with Chapter 6 of the Regulation. The experts referred to in Article 6.5.2 of the Regulation shall be impartial and independent of the Programme Operator and the Selection Committee.

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

The calls for proposals on the development of tools and methods to promote gender equality shall make available €780,466. There shall be two calls for proposals as follows:

- The first call shall be launched no later than in the fourth quarter of 2013 and make available €390,233.
  - The second call shall be launched no later than the first quarter of 2014 and make available the remaining re-granting amount.
- A third call may be launched in case there are funds uncommitted as a result of the first two calls.

The small grant scheme on methods and tools for the impact evaluation of legislative measures on the promotion of gender equality shall make available €390,233.

The call shall be launched no later than in the first quarter of 2014 and make available the total re-granting amount. A second call may be launched in case there are funds uncommitted as a result of the first call.

All calls shall be open at least for 2 months.

### 3.3 *Selection criteria:*

Detailed selection criteria for the calls for proposals and the small grants scheme shall be developed by the Programme Operator and included in the text of the calls for proposals.

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

### 4.1 *Payment flows*

Payment flows towards the final beneficiaries will take the form of advance payments, interim payments and payments of the final balance.

Project Promoters have the possibility to request an advance payment not exceeding 20% of the total grant amount, depending on liquidity needs. An advance payment is disbursed within 15 working days after the project contract is signed.

Interim payments shall be made to Project Promoters based on approved payment claims. The sum of the advance and interim payments may not exceed 90% of the total project grant at any time during the project. The payment of the final balance will be disbursed after the approval of the final report.

The Programme Operator shall ensure that the payments to Project Promoters are done in a timely manner.

The deadlines for submitting and assessing interim financial reports (expense claims) will be set in the project contract. Project Promoters will report to the Programme Operator on incurred expenditures, actual progress and pre-payment forecast through the interim reports as per the terms of the project contract.

The payment flows procedure will be further outlined in the description of the Programme management and control systems according to article 4.8.2 of the Regulation.

### 4.2 *Verification of payment claims*

Payment claims are submitted by the Project Promoter to the Programme Operator in line with the terms of the project contract. Verification and approval of payment claims will be performed by the Programme Operator through thorough desk checks of the payment claims.

Supporting documents to verify incurred expenditure are submitted when required by the Programme Operator. The Programme Operator shall verify the expenditure declared by the Project Promoters by performing desk checks of the supporting documents based on risk assessment and/or using random samples.

If the Programme Operator uses external services in the process of the verification of the payments claims, it shall ensure that payments to the Project Promoters are done in a timely manner.

In line with Article 7.13.3 of the Regulation, a report by an independent and certified auditor, certifying that the claimed costs are incurred in accordance with this Regulation, the national law and accounting practices of the project partner's country, shall, subject to Article 7.13.5 of the Regulation, be seen as sufficient proof of costs incurred by a Project Promoter or a project partner whose primary location is in a Donor State or a Beneficiary State.

The procedure for verification of payment claims, periodicity of reporting periods, and deadlines for reporting 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 submit interim project progress report(s) on project implementation and one final report following project completion. The timing and the frequency of the submission of interim project progress report(s) shall be specified in the project contract.

The Programme Operator shall conduct annual monitoring of a sample of projects, selected based on risk assessment and including random samples. The projects will be monitored through project reports, reviews and project visits (on-site visits and verification) based on the annual monitoring plan.

The aim of the interim project progress reports, project reviews and on-site visits is to make sure that the projects are implemented in accordance with the requirements of the Regulation and the project contracts, to verify procurement procedures and the cost efficiency of incurred expenditures and to assess the achievement of objectives and indicators and the impact of the results of projects.

The Programme Operator shall conduct monitoring of each pre-defined project at least once during the project lifecycle using appropriate monitoring tools.

On-site visits on an ad-hoc basis may also be carried out when suspicions arise that the information provided by the Project Promoter is incorrect or misleading. On-the-spot checks on ad-hoc basis may also be organised for other reasons.

Irregularities will be handled in accordance with Chapter 11 of the Regulation.

Information on Reporting and Monitoring shall be further outlined in the description of the Programme's Management and Control System according to Article 4.8.2 of the Regulation.

## 5. Additional mechanisms within the programme

### 5.1 *Funds for bilateral relations*

The Programme Operator will set aside minimum 1.5% (€44,118) of the total programme budget for a fund for bilateral relations.

Approximately 50% of the fund for bilateral relations will be used for seminars for potential and existing Project Promoters and project partners from the Donor States. The purpose is to search for project partners and develop partnership ideas and projects (measure a). The remaining funds will be used for networking events, as well as the exchange of knowledge and experience between Project Promoters and entities in the Donor State (measure b).

The maximum grant rate under the fund for bilateral relations is 100%.

The details of use of the bilateral fund, the detailed procedures and criteria for awarding support from the fund, and any other relevant details will be further developed by the Programme Operator and will be published together with the calls for proposals.

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

### 5.2 *Complementary action*

Complementary action under this Programme shall be further defined by the Programme Operator in accordance with Article 7.11 of the Regulation. As a minimum, the Programme Operator shall organise an international seminar. The main topic of the seminar will be agreed with the FMC.

In addition, complementary actions shall also facilitate the participation of all relevant stakeholders in events, seminars and activities agreed with the FMC.

### 5.3 Reserve for exchange rate losses

Not applicable

### 5.4 Small Grant Schemes

One small grant scheme shall be implemented in the framework of the Programme. The Programme Operator shall operate the small grant scheme.

The small grant scheme will provide small scale funding to entities implementing methods and tools for the impact evaluation of legislative measures on the promotion of gender equality.

The eligible applicants, timing, budget, minimum and maximum grant amount, grant rate, the payment flows, verification of payment claims, monitoring and reporting rules related to the small grant schemes are set in the relevant parts of this Annex and Annex I.

## 6. Pre-defined projects

### Pre-defined project 1

Title: White paper "Men's roles in a gender equality perspective"

Project Promoter: Commission for Equality in Labour and Employment (CITE)

Maximum grant amount: €390,233

Project grant rate: 100%

Estimated total project cost: €390,233

This project shall contribute to the programme outcome "Awareness raised and research on gender issues promoted".

The aim of the project is to promote awareness and knowledge on men and gender equality in Portuguese society.

The pre-defined project will include the following activities:

1. Kick-off meeting in Lisbon (with experts from Portugal, Spain and Norway);
2. Preparation of tools for research: Interview guide Father's on leave and questionnaire for the module Public understanding of gender equality policy (ISSP 2013 – Family and Gender Roles Survey) and Study on the public understanding of and attitudes to key measures in gender equality policies in Portuguese society through a specific additional module of questions introduced in the ISSP family and gender survey to be fielded in 2013-14 in Portugal;
3. Development of a Qualitative case study on Father's on leave alone and fathers who didn't take leave (Portugal, Spain and Norway);
4. Collection and analysis of men's requests for information and complaints to CITE on work/family balance and gender issues;
5. Elaboration and publication of a white paper on men, male roles and gender equality in Portugal;
6. Review of main developments in national policies and existing data on men and gender equality;
7. Stakeholder consultations with relevant groups to enable discussion and provide input to the white paper recommendations; and
8. International workshops, policy brief/fact sheets on Men, Male Roles and Gender Equality, Focus Group sessions, partnership national meetings, final project conference.

### Pre-defined project 2

Title: "National survey on time use by men and women"

Project Promoter: Statistics Portugal (INE)

Maximum grant amount: €568,479

Project grant rate: 100%

Estimated total project cost: €568,479

This project shall contribute to the programme outcome "Awareness raised and research on gender issues promoted".

The project will address the issue of time use by men and women in Portugal.

The pre-defined project will include the following activities:

1. Design of a study on time use by men and women in Portugal, to be developed in line with the guidelines on Harmonised European time use surveys;
2. Ensure the comparability with the outcomes of the 1999 time use survey;
3. Forecast the need to revise/adapt the questionnaires, based on the previous experience of 1999 and in the best practices of other statistical offices;
4. Survey of 5,000 households with the target-population of resident population aged 6 or over, regional representatives for the

metropolitan areas of Lisboa and Porto, distribution of the sample and data collection; and  
 5. Publication of a report on time use by men and women in Portugal.

### Pre-defined project 3

Title: "Sexual and moral harassment in the workplace"

Project Promoter: Commission for Equality in Labour and Employment (CITE)

Donor Project Partner: Norwegian Association of Local and Regional Authorities (KS)

Maximum grant amount: €400,000

Project grant rate: 100%

Estimated total project cost: €400,000

This project shall contribute to the programme outcome "Awareness raised and research on gender issues promoted".

The project will be carried out in cooperation with the Norwegian Association of Local and Regional Authorities (KS). The main focus of the project is sexual and moral harassment in the Portuguese labour market.

The pre-defined project will include the following activities:

1. Study on the sexual and moral harassment in the Portuguese labour market;
2. Analysis of sexual and moral harassment in the Norwegian labour market;
3. Comparative analysis of the Portuguese and Norwegian situation concerning moral and sexual harassment in the labour market;
4. Comparative study on sexual and moral harassment in the Portuguese labour market now and in 1994 (using survey results from the 1994 study on the same issue). The questionnaire survey will be applied to a representative sample of 1800 employed people, stratified by region and by gender, economic sector and sizes of company;
5. Study visit to Oslo to exchange information and visit to key institutions, workshop on the findings of the diagnosis and characterization of the Portuguese situation; project final seminar in Lisbon; meetings, workshops and other public events to disseminate the results; and
6. Development and implementation of curricula and training material on harassment in the labour market for labour inspectors, judges, municipalities and companies.

## **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 Programme Operator on 21 November 2012, and shall include all subsequent correspondence and communication between the FMC, the Financial Mechanism Office, the National Focal Point and the Programme Operator.

## **9. Miscellaneous**

Not applicable.