EEA Financial Mechanism 2014-2021

PROGRAMME AGREEMENT

between

The Financial Mechanism Committee
established by Iceland, Liechtenstein and Norway

and

The The Department of Assistance Programmes,
hereinafter referred to as the “National Focal Point”,
representing Poland,
hereinafter referred to as the “Beneficiary State”

together hereinafter referred to as the “Parties”

for the financing of the Programme “Education”

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 2014-2021 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 2014-2021:
   
   (a) Protocol 38c to the EEA Agreement on the EEA Financial Mechanism 2014-2021;
   
   (b) the Regulation on the implementation of the EEA Financial Mechanism 2014-2021 (hereinafter referred to as the “Regulation”) issued by the Donor States in accordance with Article 10(5) of Protocol 38c;
   
   (c) the Memorandum of Understanding on the Implementation of the EEA Financial Mechanism 2014-2021 (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 1.6 thereof, and the legal framework referred to in Article 1.2 of this programme agreement.

Article 1.4
Annexes and hierarchy of documents

1. Annexes attached thereto 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 annexes shall prevail, provided that these provisions are compatible with the Regulation.

3. Commitments, statements and guarantees, explicit as well as implicit, made in the preparation of the programme 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 principles of implementation as set out in the Regulation.

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 2014-2021 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 Irregularities Authority 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 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 this programme agreement.
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 annexed to this programme agreement shall:

(a) contain a breakdown between the Programme’s budget headings;
(b) indicate the agreed advance payment, if any.
4. The management cost of the Programme Operator shall not exceed the amount specified in this programme agreement.

Article 2.5
Special conditions and programme specific rules
1. This programme agreement shall list any conditions set by the FMC with reference to paragraph 2 of Article 6.3 of the Regulation. The National Focal Point shall ensure compliance with these conditions and 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 this programme agreement.

Article 2.6
Programme implementation agreement
With reference to Article 6.8 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.
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 9 and Articles 6.11 and 6.12 of the Regulation as well as statistical reporting in accordance with guidelines adopted by the FMC.

Article 2.8
External monitoring
The external monitoring and audit referred to in Articles 11.1, 11.2, 11.3 and 11.4 of the Regulation shall not in any way relieve the National Focal Point or the Programme Operator of their obligations under the legal framework 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. Programme specific exceptions from paragraph 1, if any, are set in the annexes to this programme agreement.
3. Expenditures incurred in breach of this article are not eligible.
4. 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.
5. Requests for modifications shall be submitted and assessed in accordance with Article 6.9 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. 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.

Article 2.11
Contact information
1. The contact information of the Programme Operator is as specified in this programme agreement.
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 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 connection with the implementation or conclusion of this programme agreement are authentic, accurate and complete.
Chapter 3
Projects

Article 3.1
Selection of projects and award of grants
1. The National Focal Point shall ensure that the Programme Operator selects projects in accordance with Chapter 7 of the Regulation and this programme agreement.
2. Eligibility of project promoters and project partners is stipulated in Article 7.2 of the Regulation and, in accordance with paragraph 4 thereof, subject only to the limitations stipulated in this programme agreement.
3. Pre-defined projects shall be outlined in this programme agreement.
4. The National Focal Point shall take proactive steps to ensure that the Programme Operator complies fully with Article 7.5 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 7.6 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 1.6 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 7.7 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 8.15 of the Regulation.
5. The National Focal Point shall ensure that the Programme Operator verifies that the partnership agreement complies with this article. A draft partnership agreement or letter of intent shall be submitted to the Programme Operator before the signing of the project contract.

Chapter 4
Finance

Article 4.1
Eligible expenditures
1. Subject to Article 8.7 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.
2. Eligible expenditures of projects are those actually incurred by the Project Promoter or project partners, meet the criteria set in Article 8.2 of the Regulation and fall within the categories and fulfil the conditions of direct eligible expenditure set in Article 8.3 of the Regulation, the conditions regarding the use of standard scales of unit costs set in Article 8.4 of the Regulation as well as indirect costs in accordance with Article 8.5 of the Regulation.
3. The first date of eligibility of expenditures in projects shall be set in the project contract in accordance with Article 8.13 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 6.5 of the Regulation.

5. The maximum eligible costs of the categories referred to in paragraph 1 are set in this programme agreement. Programme specific rules on the eligibility of expenditure set in this programme agreement 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 8.12 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 9.2, 9.3 and 9.4 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 this programme agreement.

4. The National Focal Point shall ensure that payments are transferred in accordance with paragraph 2 of Article 9.1 of the Regulation.

5. Chapter 9 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 2014-2021 to the Programme in accordance with Article 9.8 of the Regulation.

Article 4.5
Irregularities, suspension and reimbursements
The FMC has the right to make use of the remedies provided in the Regulation, in particular Chapter 13 thereof. The National Focal Point has a duty to take all necessary measures to ensure that the provisions in Chapter 12 and 13 of the Regulation regarding irregularities, suspension of payments, financial corrections and reimbursement are complied with.

Chapter 5
Final provisions
Article 5.1
Dispute settlement
1. The Parties waive their rights to bring any dispute related to the programme agreement before any national or international court, and agree to settle such a dispute in an amicable manner.

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

Article 5.2
Termination
1. The FMC may, after consultation with the National Focal Point, terminate this programme agreement if:

(a) a general suspension decision according to Article 13.6 of the Regulation or a decision to suspend payments according to paragraph 1(h) of Article 13.1 of the Regulation has not been lifted within 6 months of such a decision;

(b) a suspension of payments according to Article 13.1 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 13.2 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 13 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 Donors

For the National Focal Point
Signed in Warsaw on 08/03/2019

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Olav Myklebust  
Ambassador Royal Norwegian Embassy, Poland

Signed in Warsaw on 08/03/2019

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Jerzy Kwiecieniski  
Ministry of Investment and Economic Development
## Annex I to the Programme Agreement

### Programme Operators and Partners

<table>
<thead>
<tr>
<th>Programme Operator:</th>
<th>Foundation for the Development of the Education System</th>
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### Programme Objective

<table>
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<tr>
<th>PA</th>
<th>Outcome/Output</th>
<th>Expected program results</th>
<th>Indicator</th>
<th>Disaggregation</th>
<th>Unit of measurement</th>
<th>Source of verification</th>
<th>Frequency of reporting</th>
<th>Baseline values</th>
<th>Baseline year</th>
<th>Target value</th>
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<tbody>
<tr>
<td>PA03</td>
<td>Outcome 1</td>
<td>Improved skills and competencies of students and staff in all fields of education</td>
<td>Share of participating students assessed by their education institution as having improved their level of competence (excluding VET)</td>
<td>N/A</td>
<td>Percentage</td>
<td>Survey results</td>
<td>Annually (APR)</td>
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<td>N/A</td>
<td>80 %</td>
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<td>Number of ECTS credits received by the higher</td>
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<td>Number</td>
<td>Project Promoters' and</td>
<td>Annually (APR)</td>
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<td>Baseline values</td>
<td>Baseline year</td>
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<td></td>
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<td>education students in mobility projects</td>
<td>N/A</td>
<td>Percentage</td>
<td>Partners' records</td>
<td>Survey results</td>
<td>Annually (APR)</td>
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<td>N/A</td>
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<td>Share of participating staff assessed by their employer as having improved skills/competences in their field of work (excluding VET)</td>
<td>N/A</td>
<td>Percentage</td>
<td>Survey results</td>
<td>Annually (APR)</td>
<td>N/A</td>
<td>N/A</td>
<td>80 %</td>
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<td>N/A</td>
<td>Percentage</td>
<td>Survey results</td>
<td>Annually (APR)</td>
<td>N/A</td>
<td>N/A</td>
<td>80 %</td>
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<td>Share of participating VET students assessed by their education institution as having improved their level of competence</td>
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<td>Percentage</td>
<td>Survey results</td>
<td>Annually (APR)</td>
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<td>Expected programme results</td>
<td>Indicator</td>
<td>Disaggregation</td>
<td>Unit of measurement</td>
<td>Source of verification</td>
<td>Frequency of reporting</td>
<td>Baseline values</td>
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<td>cooperation who express satisfaction with the mobility/exchange</td>
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<td>Share of students who declare satisfaction with the mobility</td>
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<td>Percentage</td>
<td>Survey results</td>
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<td>Number of joint intellectual outputs created in cooperation projects (studies, curricula, teaching materials, papers, etc.)</td>
<td>N/A</td>
<td>Number</td>
<td>Project Promoters' records, projects documentation</td>
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<td>Number of Polish managerial staff taking part in professional development activities (mobility of staff for capacity building at all levels and for all types of education)</td>
<td>Gender, Level of education</td>
<td>Number</td>
<td>Project Promoters’ records, Attendance sheets</td>
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<td>Number of Polish staff taking part in job shadowing</td>
<td>Gender, Level of education</td>
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<td>Project Promoters’ records, Proofs of attendance</td>
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<td>Number of Polish staff taking part in</td>
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<td>Number</td>
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<td>conferences on education</td>
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<td>records, Proofs of attendance</td>
<td>(APR and September IFR)</td>
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<td>Number of action plans launched by educational establishment in all sectors</td>
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<td>Project Promoters' and Partners' records</td>
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<td>Output 1.2</td>
<td>Mobility of staff and students in higher education (HE)</td>
<td>Number of staff from beneficiary states taking part in HE mobility projects</td>
<td>Donor State, Gender, Level of education</td>
<td>Number</td>
<td>Project Promoter's records</td>
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<td>Number of staff from donor states taking part in HE mobility projects</td>
<td>Donor State, Gender, Level of education</td>
<td>Number</td>
<td>Project Promoter's records</td>
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<td>Number of students from beneficiary states taking part in HE mobility projects</td>
<td>Donor State, Gender, Level of education</td>
<td>Number</td>
<td>Project Promoter's records</td>
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<td>Number of students from donor states taking part in HE mobility projects</td>
<td>Donor State, Gender, Level of education</td>
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<td>Enhanced quality and relevance of vocational education and training (VET) and continuing education</td>
<td>Number of school curricula redesigned for VET/ continuing education</td>
<td>N/A</td>
<td>Number</td>
<td>Project Promoters' and Partners' records</td>
<td>Semi-annually (APR and September IFR)</td>
<td>0</td>
<td>N/A</td>
<td>30</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Number of educational staff trained</td>
<td>Gender</td>
<td>Number</td>
<td>Project Promoters’ records, Attendance sheets</td>
<td>Semi-annually (APR and September IFR)</td>
<td>0</td>
<td>N/A</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Number of VET apprentices supported</td>
<td>Gender, Type of institution/enterprise</td>
<td>Number</td>
<td>Project Promoters’ records, Partner employers’ records</td>
<td>Semi-annually (APR and September IFR)</td>
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<tr>
<td></td>
<td></td>
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<td>Number of staff benefitting from exchanges within the VET/continuing education projects</td>
<td>Gender, Type of institution/enterprise</td>
<td>Number</td>
<td>Project Promoters’ records, Attendance sheets</td>
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<td>0</td>
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<tr>
<td>PA</td>
<td>Outcome/Outcome</td>
<td>Expected programme results</td>
<td>Indicator</td>
<td>Disaggregation</td>
<td>Unit of measurement</td>
<td>Source of verification</td>
<td>Frequency of reporting</td>
<td>Baseline values</td>
<td>Baseline year</td>
<td>Target value</td>
</tr>
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</tr>
<tr>
<td></td>
<td></td>
<td>Number of schools offering enhanced VET training modules/methods</td>
<td>N/A</td>
<td>Number</td>
<td>Project Promoters' records</td>
<td>Semi-annually (APR and September IFR)</td>
<td>0</td>
<td>N/A</td>
<td>30</td>
<td></td>
</tr>
<tr>
<td>Output 1.4</td>
<td>Number of education institutions offering new/redesigned education offers/programmes/courses</td>
<td>N/A</td>
<td>Number</td>
<td>Project Promoters' records</td>
<td>Semi-annually (APR and September IFR)</td>
<td>0</td>
<td>N/A</td>
<td>30</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Number of school curricula redesigned (excluding VET/continuing education)</td>
<td>N/A</td>
<td>Number</td>
<td>Project Promoters' and Partners' records</td>
<td>Semi-annually (APR and September IFR)</td>
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<td>N/A</td>
<td>30</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Number of local/regional/national educational authorities involved in the projects</td>
<td>N/A</td>
<td>Number</td>
<td>Projects documentation</td>
<td>Semi-annually (APR and September IFR)</td>
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<td>Number</td>
<td>Programme Operator's records</td>
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<td>Outcome/Output</td>
<td>Expected programme results</td>
<td>Indicator</td>
<td>Disaggregation</td>
<td>Unit of measurement</td>
<td>Source of verification</td>
<td>Frequency of reporting</td>
<td>Baseline values</td>
<td>Baseline year</td>
<td>Target value</td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>more than one sector of education</td>
<td>N/A</td>
<td>Number</td>
<td>Copies of contracts concluded with Project Promoters, Partnership agreements between Project Promoters and project partners</td>
<td>Semi-annually (APR and September IFR)</td>
<td>0</td>
<td>N/A</td>
<td>50</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Number of schools cooperating with Donor State education institutions</td>
<td>N/A</td>
<td>Number</td>
<td>Project Promoters' and Partners' records</td>
<td>Semi-annually (APR and September IFR)</td>
<td>0</td>
<td>N/A</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Enhanced collaboration between beneficiary and donor state entities involved in Level of trust between cooperating entities in Beneficiary States and Donor States</td>
<td>State type</td>
<td>Scale 1-7</td>
<td>Survey results</td>
<td>Annually (APR)</td>
<td>TBD</td>
<td>TBD</td>
<td>At least 4.5 and an increase on the baseline</td>
<td></td>
</tr>
<tr>
<td>PA</td>
<td>Outcome/Output</td>
<td>Expected programme results</td>
<td>Indicator</td>
<td>Disaggregation</td>
<td>Unit of measurement</td>
<td>Source of verification</td>
<td>Frequency of reporting</td>
<td>Baseline values</td>
<td>Baseline year</td>
<td>Target value</td>
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<td></td>
<td></td>
<td>the programme</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Level of satisfaction with the partnership</td>
<td>State type</td>
<td>Scale 1-7</td>
<td>Survey results</td>
<td>Annually (APR)</td>
<td>TBD</td>
<td>TBD</td>
<td>At least 4.5 and an increase on the baseline value</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Share of cooperating organisations that apply the knowledge acquired from bilateral partnership</td>
<td>State type</td>
<td>Percentage</td>
<td>Survey results</td>
<td>Annually (APR)</td>
<td>N/A</td>
<td>N/A</td>
<td>≥50%</td>
</tr>
<tr>
<td></td>
<td>Bilateral Output 1</td>
<td>Cooperation between donor state and beneficiary state entities facilitated</td>
<td>Number of training courses co-organised by donor and beneficiary state entities</td>
<td>N/A</td>
<td>Number</td>
<td>Project Promoter's records</td>
<td>Semi-annually (APR and September IFR)</td>
<td>0</td>
<td>N/A</td>
<td>60</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Number of projects involving cooperation with a Donor State</td>
<td>Donor State</td>
<td>Number</td>
<td>Copies of contracts concluded with Project</td>
<td>Semi-annually (APR and)</td>
<td>0</td>
<td>N/A</td>
<td>270</td>
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<tr>
<td>PA</td>
<td>Outcome/Output</td>
<td>Expected programme results</td>
<td>Indicator</td>
<td>Disaggregation</td>
<td>Unit of measurement</td>
<td>Source of verification</td>
<td>Frequency of reporting</td>
<td>Baseline values</td>
<td>Baseline year</td>
<td>Target value</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>donor project partner</td>
<td></td>
<td></td>
<td></td>
<td>Promoters, Partnership agreements between Project Promoters and project partners</td>
<td>September IFR)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1 e.g. schools/ university managers, inspection of schools, monitoring, staff of institutions/units responsible for quality, for policy development, other management.
2 The new curricula will focus on: inclusive education; lifelong learning; and vocational counselling (excluding VET).
3 Survey to be carried out by the FMO
4 Survey to be carried out by the FMO
## Conditions

**General**
Not applicable

**Pre-eligibility**
Not applicable

**Pre-payment**
Not applicable

**Pre-completion**
Not applicable

**Post-completion**
Not applicable

<table>
<thead>
<tr>
<th>Eligibility of costs</th>
<th>First date</th>
<th>Final date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eligibility of costs</td>
<td>21/12/2017</td>
<td>31/12/2024</td>
</tr>
</tbody>
</table>

### Grant rate and co-financing

<table>
<thead>
<tr>
<th></th>
<th>First date</th>
<th>Final date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Programme eligible expenditure (€)</td>
<td></td>
<td>€ 23,529,412</td>
</tr>
<tr>
<td>Programme grant rate (%)</td>
<td></td>
<td>85.00 %</td>
</tr>
<tr>
<td>Maximum amount of Programme grant - EEA Financial Mechanism (€)</td>
<td></td>
<td>€ 20,000,000</td>
</tr>
<tr>
<td>Maximum amount of Programme grant - Norwegian Financial Mechanism (€)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maximum amount of Programme grant - Total (€)</td>
<td></td>
<td>€ 20,000,000</td>
</tr>
<tr>
<td>PA</td>
<td>Budget Heading</td>
<td>EEA Grants</td>
</tr>
<tr>
<td>-----</td>
<td>--------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>PM</td>
<td>Programme management</td>
<td>€ 1,655,000</td>
</tr>
<tr>
<td>PA03</td>
<td>Outcome 1 (EEA Grants)</td>
<td>€ 18,345,000</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>€ 20,000,000</strong></td>
</tr>
</tbody>
</table>

**Retention of management costs**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Retention of management costs - percentage of the management costs</td>
<td>10.00 %</td>
</tr>
<tr>
<td>Retention of management costs - planned Euro value</td>
<td>€ 194,706</td>
</tr>
</tbody>
</table>
Education

Operational rules (Annex II)

1. Programme summary
This Annex sets out the operational rules for the programme. The programme agreement is based on the MoUs, the concept note, and comments made by the FMC. Commitments, statements and guarantees, explicit as well as implicit, made in the concept note, are binding for the National Focal Point and the Programme Operator unless otherwise explicitly stipulated in the annexes to this programme agreement.

The Programme Operator (PO) is the Foundation for the Development of the Education System (FRSE). The Norwegian Agency for International Cooperation and Quality Enhancement in Higher Education (DIKU), the National Agency for International Education Affairs (AIBA) and the Icelandic Centre for Research (RANNIS) are the Donor Programme Partners (DPP).

The Programme objective: "Enhanced human capital and knowledge base" shall be attained through projects to be selected within one outcome "Improved skills and competences of students and staff in all field of education" as a result of 3 rounds of calls for proposals. Calls for proposals for each of four components shall be launched on annual basis, as detailed below:

- Component I — Professional Development of staff. This component will support two types of activities; a) Study visits (e.g. in the form of exchange of experience and job shadowing) in Donor States (DS) for persons working in the field of formal and non-formal education, and b) Intensive trainings in the field of education to be given by DS educational experts and organised for Polish education staff in Poland
- Component II — Mobility projects in Higher Education (HEI) for students and staff. This component will support student and staff through academic exchanges between Poland and the DS and practical placements for students, and exchanges for academic and administrative staff such as teaching assignments, participation at conferences and trainings, work shadowing, inviting staff from enterprises to teach students.
- Component III — Institutional cooperation for enhancement of quality and relevance of VET and Continuing Education. This component will support three types of projects; a) Improved VET/Continuing Education offer (e.g. redesigned curricula, improved cooperation with work-life environment, VET teachers trained), b) Exchange of experience, organization of joint initiatives by Polish and DS institutions (e.g. seminars, conferences, educational meetings; intensive training for learners and for teachers/trainers), and c) Developed/improved VET and Continuing Education strategies and policies on local/regional/national level, with view to exploring how education can be a driver for local/regional development.
- Component IV — Institutional Cooperation for enhancement of quality and relevance of education at all levels and forms (excluding VET). This component will support three types of projects: a) Improved provision of schools, higher education, adult non-vocational education through better offer, b) Exchange of experience, organization of joint initiatives by Polish and DS institutions (e.g. seminars, conferences, educational meetings; intensive training for learners and for teachers/trainers; cultural event of an educational nature), and c) Developed/improved strategies and policies in the areas of school, higher and adult education on local and regional level, with view to exploring how education can be a driver for local/regional development.

The area of 'child welfare education' shall be a priority area across all components. The PO shall prioritise applications, which address 'child welfare education' in the first round of call for proposals, by giving these extra points in the selection process.

2. Eligibility
2.1 **Eligible applicants:**
The rules of eligibility of project promoters and project partners are set in Article 7.2 of the Regulation.

The following limitations shall be placed:

<table>
<thead>
<tr>
<th>Component</th>
<th>Eligible applicants (project promoters)</th>
<th>Eligible project partners</th>
</tr>
</thead>
<tbody>
<tr>
<td>Component I</td>
<td>Polish legal entities active in the field of formal and non-formal education.</td>
<td>Legal entities established in the Donors States and/or Poland.</td>
</tr>
<tr>
<td>Component II</td>
<td>Polish higher education institutions possessing an ECHE</td>
<td>VET-institutions in Switzerland, with a specific cooperation agreement with Liechtenstein</td>
</tr>
<tr>
<td>Component III</td>
<td>Polish legal entities responsible for VET and Continuing Education</td>
<td>Swiss universities with respect to students and staff of Liechtenstein nationality</td>
</tr>
<tr>
<td>Component IV</td>
<td>Polish legal entities responsible for school education, higher education, education excluding VET</td>
<td></td>
</tr>
</tbody>
</table>

Partnership with entities from the Donors States is mandatory within all projects selected under Component 111b and Component IVb.

1 In well justified cases, if involvement of partners from DS is not possible, partners from another BS can be invited, e.g. Institutional Cooperation projects for transferring innovative results

2.2 **Special rules on eligibility of costs:**
Chapter 8 of the Regulation contains the rules on eligibility of costs. The following exceptions are made:

In line with Article 8.4 of the Regulation, the project grant will take the form of the standard scales of unit costs contained in the Guideline for Educational Programmes and/or in the Erasmus+ programme Guide, as amended.

Expenditure actually incurred by project promoters or project partners shall not be eligible except in the case of special needs support and other exceptional costs specifically approved by the Programme Operator.

Indirect costs shall not be eligible in projects.

3. **Bilateral relations**

3.1 **Bilateral relations**
The programme shall contribute to strengthening bilateral relations between the Republic of Poland and the Donor States.

The programme shall as appropriate facilitate donor partnership projects by carrying out, inter alia, matchmaking events and activities in conjunction with launching calls for proposals, as well as by encouraging donor partnership projects in call texts.
The use of the funds for bilateral relations allocated to the programme shall be agreed in the Cooperation Committee. Parties of the bilateral initiatives might specifically be designated by the Cooperation Committee or selected through an open call procedure.

4. Selection of projects and financial parameters

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

Calls shall be launched on an annual basis, in accordance with the timetable indicated below. The amount made available per call shall be as stipulated below. Amounts uncommitted following one call may be transferred to subsequent calls under the same component. Savings in projects shall be made available to subsequent calls under the same component. The FMC shall be informed about transfers between components.

<table>
<thead>
<tr>
<th>Call</th>
<th>Component</th>
<th>Estimated timing of the call</th>
<th>Total available amount</th>
<th>Minimum grant applied for</th>
<th>Maximum grant applied for</th>
</tr>
</thead>
<tbody>
<tr>
<td>Call 1</td>
<td>Component I</td>
<td>Q1 2019</td>
<td>€411,370</td>
<td>€1,975</td>
<td>€30,000</td>
</tr>
<tr>
<td>Component II</td>
<td>Q1 2019</td>
<td>€1,371,178</td>
<td>€20,000</td>
<td>€200,000</td>
<td></td>
</tr>
<tr>
<td>Component III</td>
<td>Q2 2019</td>
<td>€2,914,000</td>
<td>€35,000</td>
<td>€250,000</td>
<td></td>
</tr>
<tr>
<td>Component IV</td>
<td>Q2 2019</td>
<td>€2,504,709</td>
<td>€35,000</td>
<td>€250,000</td>
<td></td>
</tr>
<tr>
<td>Call 2</td>
<td>Component I</td>
<td>Q1 2020</td>
<td>€411,370</td>
<td>€1,975</td>
<td>€30,000</td>
</tr>
<tr>
<td>Component II</td>
<td>Q1 2020</td>
<td>€1,371,178</td>
<td>€20,000</td>
<td>€200,000</td>
<td></td>
</tr>
<tr>
<td>Component III</td>
<td>Q1 2020</td>
<td>€2,914,000</td>
<td>€35,000</td>
<td>€250,000</td>
<td></td>
</tr>
<tr>
<td>Component IV</td>
<td>Q1 2020</td>
<td>€2,494,000</td>
<td>€35,000</td>
<td>€250,000</td>
<td></td>
</tr>
<tr>
<td>Call 3</td>
<td>Component I</td>
<td>Q1 2021</td>
<td>€411,370</td>
<td>€1,975</td>
<td>€30,000</td>
</tr>
<tr>
<td>Component II</td>
<td>Q1 2021</td>
<td>€1,371,178</td>
<td>€20,000</td>
<td>€200,000</td>
<td></td>
</tr>
<tr>
<td>Component III</td>
<td>Q1 2021</td>
<td>€2,914,000</td>
<td>€35,000</td>
<td>€250,000</td>
<td></td>
</tr>
<tr>
<td>Component IV</td>
<td>Q1 2021</td>
<td>€2,494,000</td>
<td>€35,000</td>
<td>€250,000</td>
<td></td>
</tr>
</tbody>
</table>

4.2 Selection procedures:

The selection procedure outlined in Annex 2 to the Guideline for Educational Programme shall be followed in selecting projects of the calls for proposals launched under the Programme.

The role of the Donor Programme Partners in the selection procedure shall be in line with the Regulation. The Donor Programme Partners shall be full members of the Selection Committee, with the right to vote.

A Selection Committee shall be established for Components III and IV separately. The role of the Selection Committee with respect to ranking list acceptance shall be taken on by the Cooperation Committee for Components I and II.

Quality check will be done by external experts. Each project will be assessed by two experts independent of and external to the PO, except for Mobility Projects in HEIS (Component II) submitted by the Erasmus Charter for Higher Education holders, for which no content-related (quality) assessment will take place. The assessment of HEI mobilities (Component II) shall be based on the Erasmus+ Key Action 103 where the only requirement is to hold the Erasmus Charter for Higher Education.

4.3 Project grant rate:
Grants to all projects from the programme may be up to 100% of total eligible expenditure of the project. In the case of projects where the project promoter is an NGO or a social partner as defined in Article 1.6 of the Regulation, the project grant rate may be up to 90% of the total eligible expenditure of the project. The project grant rate shall in all cases be set at a level that complies with the State Aid rules in force and takes into account any and all other forms of public support granted to projects.

5. Additional mechanisms within the Programme

5.1 Pre-defined projects
Not applicable

5.2 Financial Instruments
Not applicable

6. Programme Management

6.1 Payment flows
The Programme Operator shall ensure that payments to projects are made in a timely manner.

Payments of the project grant shall take the form of advance instalment(s) and a payment of the final balance. Advanced payments are made up to 80% of the total project grant.

Depending on the type of project, duration of the project, size of the grant and the assessment of financial risk, projects are subject to different payment schedules.

The first advance instalment will be transferred to the project within 45 days from the signature of the project contract. Further advance instalment(s), where any, will be transferred to the project following the approval of the project interim report(s) and when at least 70% of the previous advance payment(s) is spent. The transfer shall be made within 10 days after approval of the interim report.

Upon approval of the final project report a final balance, if applicable, shall be made within 10 days.

An individual schedule of advance instalments for each project, their frequency and size shall be annexed to the project contract.

The periodicity of reporting and deadlines for reporting will be further detailed in the description of the Programme Operator's management and control systems.

6.2 Verification of payment claims
Project Promoters shall submit interim report(s), where applicable, and final project reports containing information on project progress and incurred expenditure.

In line with point i) of Article 5.6.2 of the Regulation incurred expenditure reported through the interim or final reports will be subject to administrative verifications before the report is approved. Verifications to be carried out shall cover administrative, financial, technical and physical aspects of projects, as appropriate, and be in accordance with the principle of proportionality.

Additionally, in line with point ii) of Article 5.6.2 of the Regulation on-the-spot verifications of projects, which may be carried out on a sample basis, shall be carried out by the Programme Operator.

The detailed procedure for verification of expenditure will be further detailed in the description of the Programme Operator's management and control systems.

6.3 Monitoring and reporting
The Programme Operator shall monitor, record and report on progress towards the programme's outcomes in accordance with provisions contained in the legal framework. The Programme Operator
shall ensure that suitable and sufficient monitoring and reporting arrangement are made with the project promoters in order to enable the Programme Operator and the National Focal Point to meet its obligation to the Donor States.

When reporting on progress achieved in Annual and Final Programme Reports, the Programme Operator shall disaggregate results achieved as appropriate and in accordance with instructions and templates received from the FMO.

6.4 Programme administrative structures
Not applicable.

7. Communication
The Programme Operator shall comply with Article 3.3 of the Regulations, the Information and Communication Requirements in Annex 3 of the Regulations and the Communication plan for the programme.

8. Miscellaneous
Notwithstanding Article 6.9 of the Regulation, and pursuant to section 4.1 of Annex II, the FMC shall aim to provide feedback to any proposal regarding reallocation of funds between the components as specified in section I of Annex II, within two weeks following the receipt of the proposal.