EEA Financial Mechanism 2014-2021

PROGRAMME AGREEMENT

between

The Financial Mechanism Committee
established by Iceland, Liechtenstein and Norway

and

The National Management Unit,
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 “Work-life Balance and Gender Equality”

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 hereto 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 or 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.

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 Oslo on 25/01/2019

Niels Engelschiøen
Chairman of EEA Financial Mechanism Committee

Signed in Brussels on 23/01/2019

Susana Ramos
Head of the National Focal Point
Annex I to the Programme Agreement

<table>
<thead>
<tr>
<th>Programme Operators and Partners</th>
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<tbody>
<tr>
<td>Programme Operator:</td>
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<tr>
<td>Commission for Citizenship and Gender Equality (CIG)</td>
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<td>Donor Programme Partner:</td>
</tr>
<tr>
<td>The Equality and Anti-discrimination Ombud (LDO)</td>
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<td>IPO:</td>
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<td>Other Programme Partner(s):</td>
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<table>
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<tr>
<th>Programme Objective</th>
<th>Work-life balance improved</th>
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<table>
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<tr>
<th>PA</th>
<th>Outcome/Output</th>
<th>Expected programme results</th>
<th>Indicator</th>
<th>Disaggregation</th>
<th>Unit of measurement</th>
<th>Source of verification</th>
<th>Frequency of reporting</th>
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<th>Target value</th>
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<td>Enhanced gender equal opportunities in the labour market</td>
<td>Number of companies applying gender equality instruments</td>
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<td>Project promoters' records</td>
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<td>Number of study programmes officially applying the guidelines for integrating gender equality as a quality criterion</td>
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<td>Source of verification</td>
<td>Frequency of reporting</td>
<td>Baseline values</td>
<td>Baseline year</td>
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<td>Workplace-related gender equality instruments developed</td>
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<td>Percentage</td>
<td>Project promoters' records</td>
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<td>Gender equality index for public or private employers developed</td>
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<td>Number of professionals trained in the Equal Pay Standard</td>
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<td>Instruments to combat gender inequalities in education and vocational training developed</td>
<td>Guidelines for the integration of gender equality issues in curricula of key 1st cycle degrees designed</td>
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<td>Number of boys in the project educated about gender equality</td>
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<td>Improved accountability systems for women's equal participation</td>
<td>Share of targeted women and girls exhibiting improved understanding of the importance of participation</td>
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<td>Percentage</td>
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<td>Output 2.1</td>
<td>National statistics system on gender equality developed</td>
<td>Number of gender equality indicators defined by the National Statistical office</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>200</td>
</tr>
<tr>
<td>PA</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>
<td>Baseline year</td>
<td>Target value</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>Number of surveys on gender equality designed in accordance with Eurostat guidelines</td>
<td>Number of surveys themselves</td>
<td>N/A</td>
<td>Number</td>
<td>Copies of surveys themselves</td>
<td>Annually (APR)</td>
<td>0</td>
<td>N/A</td>
<td>2</td>
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<tr>
<td></td>
<td></td>
<td>Platform for mapping gender equality in municipalities created</td>
<td>Project promoters' records</td>
<td>N/A</td>
<td>Binary</td>
<td>Project promoters' records</td>
<td>Semi-annually (APR and Septembe r IFR)</td>
<td>No</td>
<td>N/A</td>
<td>Yes</td>
</tr>
<tr>
<td>Output 2.2</td>
<td>Gender equality mainstreaming at local and regional level supported</td>
<td>Number of municipalities implementing gender mainstreaming instruments developed in FM 09-14</td>
<td>Projects Promoter's records</td>
<td>N/A</td>
<td>Number</td>
<td>Project Promoter's records</td>
<td>Semi-annually (APR and Septembe r IFR)</td>
<td>0</td>
<td>N/A</td>
<td>19</td>
</tr>
<tr>
<td></td>
<td>Number of professional staff trained on gender issues at local or regional level</td>
<td>Project Promoters’ records, Attendance sheets</td>
<td>Gender</td>
<td>Number</td>
<td>Gender</td>
<td>Project Promoters’ records, Attendance sheets</td>
<td>Semi-annually (APR and Septembe r IFR)</td>
<td>0</td>
<td>N/A</td>
<td>190</td>
</tr>
<tr>
<td>PA22</td>
<td>Outcome 3</td>
<td>Improved system for the protection and</td>
<td>Gender</td>
<td>Number</td>
<td>Project Promoters’ records</td>
<td>Semi-annually (APR)</td>
<td>0</td>
<td>N/A</td>
<td>200</td>
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<td>PA</td>
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<td>Indicator</td>
<td>Disaggregation</td>
<td>Unit of measurement</td>
<td>Source of verification</td>
<td>Frequency of reporting and baseline year</td>
<td>Baseline values</td>
<td>Baseline value</td>
<td>Target value</td>
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<tr>
<td></td>
<td></td>
<td>prevention of domestic and gender-based violence</td>
<td>provided or improved</td>
<td></td>
<td></td>
<td></td>
<td>and September IFR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Share of professionals in the national support network satisfied with the shared information system</td>
<td>N/A</td>
<td>Percentage</td>
<td>Survey results</td>
<td>2020 and then annually</td>
<td>N/A</td>
<td>N/A</td>
<td>≥70%</td>
<td></td>
</tr>
<tr>
<td>Output 3.1</td>
<td></td>
<td>Domestic and gender-based violence prevention programmes supported</td>
<td>Number of prevention programmes for domestic and gender-based violence supported</td>
<td>N/A</td>
<td>Number</td>
<td>Project Promoters’ records - projects selected under the Small Grant Scheme 5</td>
<td>Semi-annually (APR and September IFR)</td>
<td>0</td>
<td>N/A</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Number of professionals trained in the prevention of domestic and gender-based violence</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>
<td>20</td>
<td></td>
</tr>
<tr>
<td>Output 3.2</td>
<td></td>
<td>Effectiveness of legislation and policies on domestic</td>
<td>Recommendati ons developed based on the study on the</td>
<td>N/A</td>
<td>Binary</td>
<td>Copy of the recommendations</td>
<td>Semi-annually (APR and)</td>
<td>No</td>
<td>N/A</td>
<td>Yes</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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<tr>
<td></td>
<td></td>
<td>and gender-based violence assessed</td>
<td>effectiveness of restriction orders</td>
<td></td>
<td></td>
<td>Septem ber IFR (IFR)</td>
<td></td>
<td>No</td>
<td>N/A</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Study on effectiveness of restriction order for perpetrators of domestic and gender-based violence published</td>
<td>N/A Binary</td>
<td></td>
<td></td>
<td>Copy of the study</td>
<td>Semi-annually (APR and September IFR)</td>
<td>No</td>
<td>N/A</td>
<td>Yes</td>
</tr>
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<td></td>
<td>Output 3.3</td>
<td>Model system for coordinated multidisciplinary response to domestic and gender-based violence developed</td>
<td>Guidelines for the shared information system published</td>
<td>N/A Binary</td>
<td>Copy of the Guidelines</td>
<td>Semi-annually (APR and September IFR)</td>
<td>No</td>
<td>N/A</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Number of professionals trained in the shared information system</td>
<td>Gender Number Project Promoters’ records, Attendance sheets</td>
<td></td>
<td></td>
<td>Semi-annually (APR and September IFR)</td>
<td>0</td>
<td>N/A</td>
<td>150</td>
<td></td>
</tr>
<tr>
<td>Bilateral</td>
<td>Bilateral</td>
<td>Enhanced collaboration between beneficiary and donor state entities involved in</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>≥4.5 and an increase on the baseline</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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</tr>
<tr>
<td></td>
<td></td>
<td>the programme</td>
<td>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>≥4.5 and an increase on the baseline</td>
</tr>
<tr>
<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>
<td></td>
</tr>
<tr>
<td>Bilateral Output 1</td>
<td>Bilateral partnerships supported</td>
<td>Number of projects involving cooperation with a donor project partner</td>
<td>Donor State</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 Septembe r IFR)</td>
<td>0</td>
<td>N/A</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Number of staff from beneficiary</td>
<td>Gender, Donor State</td>
<td>Number</td>
<td>Project Promoter's records</td>
<td>Semi-annually (APR and)</td>
<td>0</td>
<td>N/A</td>
<td>10</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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<tr>
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<td>states in exchanges</td>
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<td>Septembe r IFR)</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Number of staff from donor states in exchanges</td>
<td>Gender, Donor State</td>
<td>Number</td>
<td>Project Promoter's records</td>
<td>Semi-annually (APR and Septembe r IFR)</td>
<td>0</td>
<td>N/A</td>
<td>10</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1Traditional and/or stereotypical ideas of masculinity.
2Survey to be carried out by the FMO
3Survey to be carried out by the FMO
Conditions

General

1. No more than 50% of the total eligible expenditure of the programme areas “Work-life Balance” (PA 04) and “Domestic and Gender-based Violence” (PA 22) shall be available for infrastructure (hard measures).

Pre-eligibility
Not applicable

Pre-payment
Not applicable

Pre-completion
Not applicable

Post-completion
Not applicable

<table>
<thead>
<tr>
<th>Eligibility of costs - period</th>
<th>First date</th>
<th>Final date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eligibility of costs</td>
<td>23/05/2017</td>
<td>31/12/2024</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Grant rate and co-financing</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Programme eligible expenditure (€)</td>
<td></td>
<td>€ 7,058,824</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>€ 6,000,000</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>€ 6,000,000</td>
</tr>
<tr>
<td>PA</td>
<td>Budget Heading</td>
<td>EEA Grants</td>
</tr>
<tr>
<td>-----</td>
<td>--------------------------------------------</td>
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<tr>
<td>PM</td>
<td>Programme management</td>
<td>€ 600,000</td>
</tr>
<tr>
<td>PA04</td>
<td>Outcome 1 (EEA Grants)</td>
<td>€ 2,765,000</td>
</tr>
<tr>
<td>PA16</td>
<td>Outcome 2 (EEA Grants)</td>
<td>€ 1,785,000</td>
</tr>
<tr>
<td>PA22</td>
<td>Outcome 3 (EEA Grants)</td>
<td>€ 850,000</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>€ 6,000,000</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Retention of management costs</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Retention of management costs - percentage of the management costs</td>
<td>5.00 %</td>
</tr>
<tr>
<td>Retention of management costs - planned Euro value</td>
<td>€ 35,294</td>
</tr>
</tbody>
</table>
Work-life Balance and Gender Equality

Operational rules (Annex II)

1. Programme summary
This Annex sets out the operational rules for the programme. The programme agreement is based on the MoU, 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 is the Commission for Citizenship and Gender Equality (CIG). The Norwegian Equality and Anti-discrimination Ombud (LDO) is the Donor Programme Partner (DPP).

The programme objective is “Work-life balanced improved”. The programme shall support projects within the following Programme Areas (PAs):

- PA 04 “Work-life Balance”

Within this PA, the programme shall support the outcome “Enhanced gender equal opportunities in the labour market” (Outcome 1) by way of three calls for proposals (calls no. 1, 2 and 3), one small grant scheme (SGS no. 1) and three predefined projects (PDP): “Equality Platform and Standard” (PDP no. 1) and “Ge-HEI – Gender Equality in Higher Education Institutions” (PDP no. 2) and “Gender Equality Opportunities in Senior Management” (PDP no. 4). Call no. 1 will support projects on job evaluation systems and on practical instruments for human resources professionals. Call no. 2 will concentrate on ungendering choices and behaviours. Call no. 3 will support projects on the improvement of the legal system to foster gender equality. SGS no. 1 will support projects on economic analysis of the impact of gender equality aimed at reducing the gender pay gap, reducing occupational segregation, increasing the value of unpaid work and a more equal division of unpaid work.

- PA16 “Good Governance, Accountable Institutions, Transparency”

Within this PA, the programme shall support the outcome “Improved accountability systems for women’s equal participation” (Outcome 2) by way of one call for proposals (call no. 5) and one pre-defined project “National Statistics System on Gender Equality” (PDP no. 3). Call no. 5 will support projects on gender mainstreaming in sectorial, local and regional policies, and on establishing participatory processes at local and regional level with a focus on cooperation between local authorities and civil society as well as on vulnerable geographical areas and groups.

- PA 22 “Domestic and Gender-based Violence”

Within this PA, the programme shall support the outcome “Improved system for the protection and prevention of domestic and gender-based violence” (Outcome 3) by way of one call for proposals (call no. 4) and one small grant scheme (SGS no. 2). Call no. 4 will support projects on improving the system for interinstitutional coordination in the support to victims of domestic and gender-based violence, on preventing domestic and gender-based violence among vulnerable groups and on evaluating measures aimed at perpetrators of violence. SGS no. 2 will support the development of prevention programmes or youth support strategies.

The programme shall focus on gender equality and work-life balance with a special concern on research, local development and social cohesion.
2. Eligibility
2.1 Eligible applicants:
The rules on eligibility of project promoters and project partners are set in Article 7.2 of the Regulation.

The selection criteria shall value project applications with one or more partners from the Donors States.

2.2 Special rules on eligibility of costs:
Costs are eligible in accordance with chapter 8 of the Regulation.

In accordance with Article 8.5.1 e) of the Regulation, project partners that are international organisations or bodies or agencies thereof, may identify their indirect costs in accordance with the relevant rules established by such organisations.

3. Bilateral relations
3.1 Bilateral relations
The programme shall contribute to strengthening bilateral relations between Portugal and the Donor States.

The programme shall facilitate donor partnership projects by carrying out, *inter alia*, match-making events and activities in conjunction with launching calls for proposals, as well as by encouraging donor partnership projects in call texts.

The further use of the funds for bilateral relations allocated to the programme shall be agreed in the Cooperation Committee.

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):

<table>
<thead>
<tr>
<th>Call no.</th>
<th>Outcome</th>
<th>Project Title</th>
<th>Indicative timing</th>
<th>Total available amount</th>
<th>Maximum/Minimum grant applied for</th>
</tr>
</thead>
<tbody>
<tr>
<td>Call no. 1</td>
<td>Outcome 1</td>
<td>“Enhanced gender equal opportunities in the labour market”</td>
<td>Second semester 2018</td>
<td>€ 900,000</td>
<td>€250,000/ €200,000</td>
</tr>
<tr>
<td>Call no. 2</td>
<td>Outcome 1</td>
<td>“Enhanced gender equal opportunities in the labour market”</td>
<td>Second semester 2018</td>
<td>€ 870,000</td>
<td>€250,000/ €200,000</td>
</tr>
<tr>
<td>Call no. 3</td>
<td>Outcome 1</td>
<td>“Enhanced gender equal opportunities in the labour market”</td>
<td>First semester 2019</td>
<td>€ 552,942</td>
<td>€250,000/ €200,000</td>
</tr>
<tr>
<td>Call no. 4</td>
<td>Outcome 3</td>
<td>“Improved system for the protection and prevention of domestic and gender-based violence”</td>
<td>First semester 2019</td>
<td>€ 700,000</td>
<td>€300,000/ €200,000</td>
</tr>
<tr>
<td>Call no. 5</td>
<td>Outcome 2</td>
<td>“Improved accountability systems for women’s equal participation”</td>
<td>Second semester 2018</td>
<td>€ 1,200,000</td>
<td>€250,000/ €200,000</td>
</tr>
</tbody>
</table>
**SGS no. 1**

**Outcome 1** “Enhanced gender equal opportunities in the labour market”

- Second semester 2018
- € 200,000
- € 60,000/ € 20,000

---

**SGS no. 2**

**Outcome 3** “Improved system for the protection and prevention of domestic and gender-based violence”

- Second semester 2018
- € 300,000
- € 60,000/ € 20,000

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4.2 **Selection procedures:**

The project evaluation and award of grants shall be in accordance with Article 7.4 of the Regulation.

The Programme Operator shall be responsible for project evaluation and for the award of grants.

The Programme Operator shall establish a Selection Committee that shall recommend the projects to be funded within the programme. The Selection Committee shall consist of at least three gender equality specialists. At least one of them shall be external to and independent from the Programme Operator and its Partners. The DPP, the FMC and the National Focal Point shall be invited to participate in the meetings of the Selection Committee as observers.

The Programme Operator shall review the applications for compliance with administrative and eligibility criteria. Applicants whose applications are rejected at this stage shall be informed and given a reasonable time to appeal that decision.

Each application that meets the administrative and eligibility criteria shall be reviewed by two experts appointed by the Programme Operator, who shall be impartial and independent of the Programme Operator and the Selection Committee.

The experts shall separately score the project according to the selection criteria published with the call for proposals. For the purposes of ranking the projects, the average of the scores awarded by the experts shall be used.

If the difference between the scores given by the two experts is more than 30% of the higher score, a third expert shall be commissioned by the Programme Operator to score the project independently. In such cases the average score of the two closest scores shall be used for the ranking of the projects.

The Programme Operator shall provide the Selection Committee with a list of the ranked projects. The Selection Committee shall review the ranked list of projects. It may modify the ranking of the projects in justified cases. The justification for the modifications shall be detailed in the minutes of the meeting of the Selection Committee. If such a modification results in a project’s rejection, the affected applicant shall be informed in writing about the justification for the modification. The Selection Committee shall submit the list of recommended projects to the Programme Operator.

The Programme Operator shall verify that the selection process has been conducted in accordance with the Regulation and that the recommendations from the Selection Committee comply with the rules and objectives of the programme. Following such verification, the Programme Operator shall, based on the decision of the Selection Committee, make a decision on which projects shall be supported. If the Programme Operator modifies the decision of the Selection Committee, it shall inform the applicants affected and provide them with a justification.

The Programme Operator shall notify the applicants about the results of the selection process within a reasonable time and publicise the results.
The process set out in this Article shall apply to all calls for proposals, including the SGS, under this programme.

4.3 Project grant rate:
Grants to 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 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. Any remaining costs of the project shall be provided or obtained by the project promoter.

5. Additional mechanisms within the Programme
5.1 Pre-defined projects
There will be four pre-defined projects implemented under the programme:

1) "Equality Platform and Standard"

Project Promoter: Portuguese Commission for Equality in Labour and Employment (CITE)
Donor project partner(s): The Equality and Anti-discrimination Ombud (LDO)
Icelandic Centre for Gender Equality (CGE)
Other project partner(s): Portuguese Quality Institute (IPQ)
Strategic and Planning Department of the Ministry of Labour, Solidarity and Social Security (GEP/MTSS)

Total maximum eligible costs: € 330,000
Project grant rate: 100.00 %
Maximum project grant amount: € 330,000

Programme outcome the project contributes to: “Enhanced gender equal opportunities in the labour market.

The project will focus on reducing the gender pay gap.

The project will include, inter alia, the following main activities:

* Development of an IT platform to monitor the implementation of the public policies in the framework of the ‘Agenda for Equality in the Labour Market and in Business’, provision of access to resources/ tools for companies to promote gender equality, and development of a gender equality index for employers;

* Elaboration and dissemination of a study on the adaptation of the ‘Equal Pay Standard’ based on knowledge and experience from Iceland.

2) "Ge-HEI -- Gender Equality in Higher Education Institutions"

Project Promoter: Directorate General for Higher Education of the Ministry of Science, Technology and Higher Education
Donor project partner(s): Institute for Gender, Equality and Difference at the University of Iceland (RIKK)
Other project partner(s): Interdisciplinary Centre for Gender Studies (CIEG/ISCSP)
Portuguese Agency for Assessment and Accreditation of Higher Education (A3ES)
Total maximum eligible costs: € 300,000
Project grant rate: 100.00 %
Maximum project grant amount: € 300,000

Programme outcome the project contributes to: “Enhanced gender equal opportunities in the labour market.

The project will address gender mainstreaming in education and vocational training.

The project will include, inter alia, the following main activities:

* Development of knowledge, tools and methodology to mainstream gender equality in the Portuguese system of higher education;

* Analysis of gender equality in higher education, including data and interviews with persons in key management positions;

* Development of recommendations on the establishment of gender equality criteria for the assessment and accreditation of higher education institutions and study programmes;

* Development of case studies on gender issues, including action-based research;

* Definition of guidelines and recommendations for the integration of gender equality in curricula.

3) "National Statistics System on Gender Equality"

<table>
<thead>
<tr>
<th>Project Promoter:</th>
<th>Statistics Portugal (INE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Donor project partner(s):</td>
<td>Statistics Norway (SSB)</td>
</tr>
<tr>
<td>Total maximum eligible costs:</td>
<td>€ 900,000</td>
</tr>
<tr>
<td>Project grant rate:</td>
<td>100.00 %</td>
</tr>
<tr>
<td>Maximum project grant amount:</td>
<td>€ 900,000</td>
</tr>
</tbody>
</table>

Programme outcome the project contributes to: “Improved accountability systems for women’s equal participation.

The project will develop a comprehensive and accessible system for statistics on gender (in)equality to improve knowledge of the social, economic and political situation of women and inform policy making at national, regional and local level.

The project will, inter alia, include the following main activities:

* Development of the national system for statistics on gender (in)equality, including its evaluation, enhancement, expansion to the regional and local level, alignment with policies and comparability at international level;

* Establishment of a platform for statistics on gender equality and work-life balance which is user-friendly and accessible to the public;

* Development and implementation of a survey on fertility and its link to gender equality and work-life balance;
* Development of a survey on the time use of women and men and its link to gender equality and work-life balance.

4) "Gender Equality Opportunities in Senior Management"

Project Promoter: Confederation of Portuguese Business (CIP)
Donor project partner(s): The Equality and Anti-discrimination Ombud (LDO)
Total maximum eligible costs: € 111,111
Project grant rate: 90.00 %
Maximum project grant amount: € 100,000

Programme outcome the project contributes to: “Enhanced gender equal opportunities in the labour market”.

The project aims to promote gender equality in the top management of private companies, inspired by the ‘Promociona Project’ supported by the EEA Grants 2009-2014 in Spain.

The project will, *inter alia*, include the following main activities:

* Development and pilot of programme of management training and leadership skills for highly qualified female professionals, aimed to promote their access to decision-making positions;

* Participation of 30 women from 30 companies in this pilot programme;

* Identification of female leadership talents, and the analysis and development of a strategy for the promotion of women to decision-making positions in the participating companies;

* Promotion of knowledge, tools and competence on gender equality in decision-making;

* Establishment of a network for the women who participate in the programme and experts.

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. Interim and final payments to the projects shall be based on approved project reports.

Payments of the project grant shall take the form of advance payments, interim payments and a final payment. The level of advance payment to projects shall be set out in the project contract. The maximum level of advance payment shall be linked to the project implementation duration as follows:

<table>
<thead>
<tr>
<th>Project Implementation Duration</th>
<th>First Advance payment</th>
<th>Interim payments*</th>
<th>Final Payment (reimbursement)</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;12 Months</td>
<td>20%</td>
<td>70%</td>
<td>10%</td>
</tr>
<tr>
<td>≥12-Months</td>
<td>15%</td>
<td>75%</td>
<td>10%</td>
</tr>
</tbody>
</table>
The project promoters will receive next interim payments only when 50% of the previously provided payment has been reported as incurred in the project interim reports.

The first advance instalment shall be paid following the signature of the project contract. Subsequent payments shall be paid after the approval of project interim reports. The final payment, if applicable, will be paid after approval of the final report.

An advance payment of a percentage of the total grant amount shall be paid within 1 month from the submission of a request after signature of the project contract. The interim payments shall be paid within 1 month after the approval of project interim reports.

Upon approval of the final project report a final balance payment, if applicable, shall be made within 1 month.

The periodicity of reporting periods, 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 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 shall 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.

The detailed procedure for verification 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 the provisions contained in the legal framework. The Programme Operator shall ensure that suitable and sufficient monitoring and reporting arrangements are made with the project promoters in order to enable the Programme Operator and the National Focal Point to meet its obligations to the Donors.

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 received from the FMO.

6.4 Programme administrative structures
Not applicable.

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

8. Miscellaneous
Not applicable.