

EEA Financial Mechanism 2014-2021

Norwegian Financial Mechanism 2014-2021

## PROGRAMME AGREEMENT

between

The Financial Mechanism Committee and the Norwegian Ministry of Foreign Affairs

Hereinafter referred to as the “Donors”

and

The Investment Department, Ministry of Finance,  
hereinafter referred to as the “National Focal Point”,

representing Lithuania,

hereinafter referred to as the “Beneficiary State”

together hereinafter referred to as the “Parties”

for the financing of the Programme “Justice and Home Affairs”

hereinafter referred to as the “Programme”

## **Chapter 1**

### **Scope, Legal Framework, and Definitions**

#### **Article 1.1** **Scope**

This programme agreement between the Donors 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 and the Norwegian Financial Mechanisms 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 and Norwegian Financial Mechanisms 2014-2021:

(a) the Agreement between the Kingdom of Norway and the European Union on the Norwegian Financial Mechanism 2014-2021 (hereinafter referred to as the “Agreement”) and Protocol 38c to the EEA Agreement on the EEA Financial Mechanism 2014-2021 (hereinafter referred to as “Protocol 38c”;

(b) the Regulation on the implementation of the EEA Financial Mechanism 2014-2021 and the Regulation on the implementation of the Norwegian Financial Mechanism 2014-2021 (hereinafter referred to as the “Regulations”) issued by the Financial Mechanism Committee in accordance with Article 10(5) of Protocol 38c and by the Norwegian Ministry of Foreign Affairs in accordance with Article 10(5) of the Agreement;

(c) the Memorandum of Understanding on the Implementation of the EEA Financial Mechanism 2014-2021 and the Memorandum of Understanding on the Implementation of the Norwegian Financial Mechanism 2014-2021 (hereinafter referred to as the “MoUs”), entered into between the Donors and the Beneficiary State; and

(d) any guidelines adopted by the Donors in accordance with the Regulations.

2. In case of an inconsistency between this programme agreement and the Regulations, the Regulations 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 Regulations, 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 Regulations.

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 and Norwegian Financial Mechanisms 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 Regulations 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 Regulations, 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 Donors shall, subject to the rules stipulated in the legal framework referred to in Article 1.2 of this programme agreement, make available to the Beneficiary State a financial contribution (hereinafter referred to as “the programme grant”) to be used exclusively to finance the eligible cost of the Programme.

## Article 2.3

### Objective and outcomes of the Programme

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

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

## Article 2.4

### Programme grant

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

2. The Programme is supported by grants from both the EEA and the Norwegian Financial Mechanism. Nevertheless, this programme agreement may contain provisions applicable only to the support from the EEA Financial Mechanism and/or provisions applicable only to the support from the Norwegian Financial Mechanism.

3. The financial plan annexed to this programme agreement shall:

(a) contain a breakdown between the Programme’s budget headings;

(b) contain a breakdown between the support from the EEA Financial Mechanism and the Norwegian Financial Mechanism;

(c) 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 Donors with reference to paragraph 2 of Article 6.3 of the Regulations. 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 Regulations 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 Donors 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 Regulations as well as statistical reporting in accordance with guidelines adopted by the Donors.

#### 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 Regulations 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 Donors.
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 Donors, the National Focal Point shall consult the Donors before such modifications take effect.
5. Requests for modifications shall be submitted and assessed in accordance with Article 6.9 of the Regulations.

#### Article 2.10 Communication

1. All communication to the Donors 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 Donors 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 Donors 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 Donors 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 Regulations and this programme agreement.
2. Eligibility of project promoters and project partners is stipulated in Article 7.2 of the Regulations 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 Regulations.

**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 Regulations.
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 Regulations. 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 Regulations.
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 Regulations.
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 Regulations, 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 Regulations, 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 Regulations and fall within the categories and fulfil the conditions of direct eligible expenditure set in Article 8.3 of the Regulations, the conditions regarding the use of standard scales of unit costs set in Article 8.4 of the Regulations as well as indirect costs in accordance with Article 8.5 of the Regulations.
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 Regulations. 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 Donors of a positive appraisal of the pre-defined projects by the Programme Operator in accordance with paragraph 3 of Article 6.5 of the Regulations.
4. 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 Regulations.

**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 Regulations 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 Regulations.

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 Regulations.

5. Chapter 9 of the Regulations 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 and Norwegian Financial Mechanisms 2014-2021 to the Programme in accordance with Article 9.8 of the Regulations.

#### Article 4.5

##### Irregularities, suspension and reimbursements

The Donors have the right to make use of the remedies provided in the Regulations, 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 Regulations 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 Donors 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 Donors 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 Regulations or a decision to suspend payments according to paragraph 1(h) of Article 13.1 of the Regulations has not been lifted within 6 months of such a decision;

(b) a suspension of payments according to Article 13.1 of the Regulations, 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 Regulations 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 Donors, 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 Donors to make use of the remedies provided in Chapter 13 of the Regulations.

#### Article 5.3

##### Waiver of responsibility

1. Any appraisal of the Programme undertaken before or after its approval by the Donors, 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 Donors or the FMO any responsibility of any kind for the supervision, execution, completion, or operation of the Programme or its projects.

3. The Donors do 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 Donors 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 Donors, the NMFA, 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

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Point or the Beneficiary State, the Programme Operator, Project Promoters or any other third person, in connection, be it direct or indirect, with this programme agreement.

6. Nothing in this programme agreement shall be construed as a waiver of diplomatic immunities and privileges awarded to the European Free Trade Association, its assets, officials or employees.

#### Article 5.4

##### Entry into force and duration

1. This programme agreement shall enter into force on the date of the last signature of the Parties.

2. This programme agreement shall remain in force until five years have elapsed after the date of the acceptance of the final programme report.

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

For the Donors

Signed in Oslo on 22/01/2020

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Niels Engelschiøn

For the National Focal Point

Signed in ..... on 11/02/2020

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Rūta Dapkutė-Stankevičienė  
Head of National Focal Point

**Annex I to the Programme Agreement**

<b>Programme Operators and Partners</b>	
Programme Operator:	Central Project Management Agency (CPMA)
Donor Programme Partner:	Directorate of Norwegian Correctional Service (KDI) National Police Directorate (POD) Norwegian Courts Administration (DA) Norwegian Ministry of Justice and Public Security (NMOJ)
IPO:	Council of Europe (CoE)
Other Programme Partner(s):	National Courts Administration Ministry of the Interior of the Republic of Lithuania Ministry of Justice of the Republic of Lithuania Prosecutor General's Office of the Republic of Lithuania

<b>Programme Objective</b>	<b>Strengthened rule of law</b>
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<b>PA</b>	<b>Outcome/Output</b>	<b>Expected programme results</b>	<b>Indicator</b>	<b>Disaggregation</b>	<b>Unit of measurement</b>	<b>Source of verification</b>	<b>Frequency of reporting</b>	<b>Baseline values</b>	<b>Baseline year</b>	<b>Target value</b>
PA21	Outcome 1	Improved effectiveness and efficiency of the Lithuanian judiciary and prosecution service	Share of users satisfied with their interaction with the judiciary <sup>1</sup>	N/A	Percentage	Survey results	2023, 2024	74.91 %	2020	79.91 %
			Share of judicial procedures/processes complying with the court processes quality standards	N/A	Percentage	Survey results	2023, 2024	83.93 %	2020	88.93 %

<sup>1</sup> Courts clients and inner personnel.



			Average duration (in days) of criminal proceedings in courts	N/A	Average	Statistical reports on examination of criminal cases in regional courts of the first instance generated by LITEKO (Lithuanian courts information system)	2022 and then annually	270	2018	257
			Number of national policies or laws influenced	N/A	Number	Formal responses, acknowledgement of input to consultations, Informal feedback, Survey responses	Annually (APR)	0	N/A	1
			Average duration (in days) of pre-trial investigation of crimes related to priority areas <sup>2</sup>	N/A	Average	Statistical reports from information system of Prosecution Service	2022 and then annually	584	2018	555
			Share of users and Prosecution Service's partners satisfied with their interaction with Prosecution Service <sup>3</sup>	N/A	Percentage	Survey results	2023, 2024	61 %	2020	66 %
	Output 1.1	Knowledge of improved functioning of the judiciary and prosecution service extended	Number of judiciary-related guidelines, methodologies and other relevant tools developed	N/A	Number	Copies of guidelines, methodologies and other relevant tools developed	Annually (APR)	0	N/A	2
			Number of prosecution service-related guidelines, studies and recommendations developed <sup>4</sup>	N/A	Number	Copies of guidelines, studies and recommendations developed	Annually (APR)	0	N/A	3

<sup>2</sup> Focus on economic and financial crimes, as well as on crimes affecting national and EU financial interests and other serious and very serious crimes (and other, as priority areas may be further defined).

<sup>3</sup> PS clients and PS staff (prosecutors, prosecutors' assistants, staff working directly with clients and others). Courts, pre-trial investigation institutions, lawyers and others.

<sup>4</sup> Guidelines on increasing the quality of criminal proceedings; study on existing system of prosecutor's specialization; assessment with recommendations for further development of prosecutor's workload.

			Number of case-models related to the most frequent type of cases prepared	N/A	Number	Copies of prepared case-models	Annually (APR)	0	N/A	1
	Output 1.2	Capacity of judicial system and prosecution service professionals reinforced	Number of judiciary professionals trained <sup>5</sup>	Gender	Number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	4,000
			Number of plans for improved competencies of the prosecution system prepared	N/A	Number	Copy of a plan for improved competencies of the prosecution system	Annually (APR)	0	N/A	1
			Number of prosecution service staff trained <sup>6</sup>	Gender	Number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	1,150
	Output 1.3	Physical and technical infrastructure of the justice system upgraded	Number of courts with upgraded infrastructure	N/A	Number	Copies of certificates of completed works	Annually (APR)	0	N/A	3
			Number of IT system modules for Prosecution Service created <sup>7</sup>	N/A	Number	Copy of a certificate that a contract for creation of IT system modules has been completed	Annually (APR)	0	N/A	1
	Output 1.4	Mechanism for the selection and evaluation of judges revised	Number of models for the selection and evaluation of judges developed	N/A	Number	Description of a model for the selection and evaluation of judges; Copy of delivery and acceptance certificate signed	Annually (APR)	0	N/A	1

<sup>5</sup> Training will be on court procedures and on management skills.

<sup>6</sup> Training will be on administrative, managerial, communication skills, etc. and on investigation of specialized areas of criminal acts.

<sup>7</sup> Training and personnel management module.

						with the service provider				
			Number of proposals for change in national policies and laws developed	N/A	Number	Copy of developed proposals for change in national laws	Annually (APR)	0	N/A	1
	Output 1.5	Implementation of quality standards for judicial procedure/process and prosecution system supported	Number of methodologies on improvement of the quality of court proceedings developed	N/A	Number	Copy of a methodology on improvement of the quality of court proceedings	Annually (APR)	0	N/A	1
			Number of quality standards of service provision in the prosecution system established	N/A	Number	Copy of a description of the established quality standard	Annually (APR)	0	N/A	1
	Output 1.6	Standard for Open Prosecution Service set up	Number of assessments on the improvement of the public image of the prosecution service carried out	N/A	Number	Copy of the assessment carried out	Annually (APR)	0	N/A	1
			Number of common communication standards and guidelines for pre-trial institutions created	N/A	Number	Copies of the standard and guidelines created	Annually (APR)	0	N/A	1
	PA19	Improved correctional services	Share of accommodation in correctional facilities NOT in line with the European standard	N/A	Percentage	Reports of Prison Department	2024	89 %	2018	83 %
			Share of trained staff self-reporting use of competences and skills acquired through the programme in daily work with inmates and probation clients <sup>8</sup>	N/A	Percentage	Questionnaires completed by trained staff, Summary of questioning results	Annually (APR)	N/A	N/A	100 %
			Annual number of alternative sanctions and measures applied	N/A	Annual number	Statistical reports generated by	Annually (APR)	12,306 <sup>9</sup>	2019	12,921

<sup>8</sup> Staff involved in study programs in the new Training Centre. Competence in work with inmates in pilot correctional institutions and probation clients, new working methods (i.e. application of dynamic security model etc.), getting qualification for work in correctional services.

<sup>9</sup> The following alternative sanctions and measures are included into the baseline value: conditional release, restriction of liberty, suspended sentence, community sanction and fine.

						LITEKO (Lithuanian courts information system), Reports of Prison Department				
	Output 2.1	Measures of seamless correctional service piloted	Number of inmates per staff member <sup>10</sup>	N/A	Number	Reports of Pravieniškės Correction House- Open Prison Colony on the number of inmates per staff member in the 3rd sector	Annually (APR)	60	2018	15
			Number of civil society organisations involved in inmates' re-socialization process	N/A	Number	Copies of contracts concluded with civil society organisations	Annually (APR)	0	N/A	2
			Number of inmates transferred from pilot correctional institutions to half-way houses and (or) conditionally released under supervision of probation	N/A	Number	Reports of Pravieniškės Correction House- Open Prison Colony and Vilnius Correction House	Annually (APR)	0	N/A	240
	Output 2.2	Quality based correctional staff training process rolled out	Training centre for correctional services professionals built	N/A	Binary	Copy of a certificate of completed works	Annually (APR)	No	N/A	Yes
			Number of new curriculums for training correctional service students, professionals and managers created	N/A	Number	Copies of new curriculums created	Annually (APR)	0	N/A	3
			Number of model correctional units used for students in practical training	N/A	Number	Copies of orders of the Director of Prison Department	Annually (APR)	0	N/A	8
			Number of correctional service staff that can be trained in Training Centre at one time	N/A	Number	Data from Training Centre design project	Annually (APR)	0	N/A	150

<sup>10</sup> Staff member working directly with inmates by using dynamic security as working methodology in new correctional facilities.

			Number of correctional service staff trained according to created new curriculums	Gender	Number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	1,000
			Number of correctional staff trained in management in pilot correctional units	Gender	Number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	35
	Output 2.3	Pilot correctional institutions providing comprehensive services to criminal offenders established	Number of pilot correctional institutions established <sup>11</sup>	N/A	Number	Copies of certificates of completed works, Copy of an order of the Director of Prison Department	Annually (APR)	0	N/A	2
			Share of inmates in pilot facilities activated daily with meaningful activities outside the cell <sup>12</sup>	N/A	Percentage	Records and reports of Pravieniškės Correction House- Open Prison Colony and Vilnius Correction House	Annually (APR)	N/A	N/A	70 %
			Number of prison places renovated and set up in line with European standards	N/A	Number	Copies of certificates of completed works	Annually (APR)	0	N/A	300
	Output 2.4	Increased use of alternative sanctions supported	Number of judges and prosecutors participating at the meetings/seminars/conferences of the use of electronic monitoring	Gender	Number	Agendas for the meetings/seminars/conferences, Attendance sheets		0	N/A	15
			Share of inmates conditionally released from pilot correctional units, half way houses under supervision of probation	N/A	Percentage	Reports of Prison Department	Annually (APR)	N/A	N/A	50 %

<sup>11</sup> The pilot correctional institutions are understood as the whole 3rd sector (3 renovated cell type dormitories from 2009-2014 Norway Grants and 1 cell type dormitory is planned to be reconstructed from 2014 - 2021 EEA and Norway Grants) of Pravieniškės Correction House - Open Prison Colony and 1 cell type dormitory is planned to be built in Vilnius Correction House.

<sup>12</sup> School/vocational training, work activities, leisure time activities etc.

			Information campaign for inmates spreading the benefit of wearing the electronic monitoring devices carried out	N/A	Binary	Material produced as part of the campaign, Attendance sheets	Annually (APR)	No	N/A	Yes
PA22	Outcome 3	Domestic and gender-based violence preventive and response system improved	Annual number of cases of domestic and gender-based violence officially reported to the police <sup>13</sup>	Gender	Annual number	Official police records	Annually (APR)	41,531	2018	42,776
			Share of officially reported cases of domestic and gender-based violence submitted to courts	N/A	Percentage	Official police records, Statistics from information system of Lithuanian Police	Annually (APR)	9.7 %	2017	10.7 %
			Share of police officers responding to domestic and gender-based violence incidents collecting evidence with body cameras	N/A	Percentage	Reports of Police Department	Annually (APR)	4.25 %	2018	49 %
			Annual number of domestic and gender-based violence incidents in which evidence collected with body cameras is used in pre-trial investigation	N/A	Annual number	Reports of Police Department	Annually (APR)	327	2019	3788
	Output 3.1	Capacity of professionals working with domestic and gender-based violence reinforced	Number of analyses of the application of legal regulations regarding investigation of cases of domestic and gender-based violence conducted	N/A	Number	Copy of the analysis conducted	Annually (APR)	0	N/A	1
			Number of manuals for justice chain professionals on evidence and evaluation on procedural aspects developed	N/A	Number	Copy of a manual developed	Annually (APR)	0	N/A	1
			Number of justice chain professionals and representatives from NGOs trained	Gender	Number	Project Promoters' records, Attendance sheets	Semi-annually (APR and	0	N/A	3,440

<sup>13</sup> Will be counted according to the data of Registered Events of Police Register.

							September IFR)			
			Share of training participants who self-report that the knowledge acquired will be applied after the training	N/A	Percentage	Questionnaires completed by training participants, Summary of questioning results	Annually (APR)	N/A	N/A	85 %
	Output 3.2	Cooperation between justice chain authorities, social partners and local municipalities strengthened in addressing the needs of victims of all forms of violence against women and domestic violence	Number of NGOs systematically involved in justice project activities	N/A	Number	Project Promoter's records, Attendance sheets, Minutes of the meetings	Annually (APR)	0	N/A	10
			Number of local municipalities systematically involved in justice project activities	N/A	Number	Project Promoter's records, Attendance sheets, Minutes of the meetings	Annually (APR)	0	N/A	60
			Number of inter-network meetings with other thematic cooperation networks	N/A	Number	Agendas for the meetings, Attendance sheets, Minutes of the meetings	Annually (APR)	0	N/A	3
	Output 3.3	Education and awareness raising on domestic and gender-based violence conducted	Number of people attending meetings on domestic and gender-based violence organized for local communities	N/A	Number	Project Promoter's records, Attendance sheets	Annually (APR)	0	N/A	50,000
	Output 3.4	Preventive measures for domestic and gender-based violence introduced	Number of risk management information systems for preventing domestic and gender-based violence established <sup>14</sup>	N/A	Number	Copy of Regulations of the IT system approved by an order of the Police Commissioner General	Annually (APR)	0	N/A	1

<sup>14</sup> IT system for risk assessment of perpetrators.

			Number of preventive visits conducted by the police officers on the basis of IT system's risk assessment	N/A	Number	Reports of Police Department, Statistics from risk management information system	Annually (APR)	0	N/A	8,000
PA20	Outcome 4	Increased effectiveness of the Lithuanian law enforcement in fighting crime	Clearance rate of criminal offences as share of the number of criminal offences registered <sup>15</sup>	N/A	Percentage	Official reports of Police Department, Statistics from information system of Lithuanian police	2024	62.7 %	2018	64.7 %
			Share of object examinations carried out within the prescribed timeframe	N/A	Percentage	Reports of Lithuanian Police Forensic Science Centre	2024	62 %	2018	64 %
	Output 4.1	Capacity development of law enforcement professionals supported	Number of law enforcement staff trained <sup>16</sup>	Gender	Number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	680
	Output 4.2	Law enforcement investigation tools developed and modernized	Number of tasks fulfilled employing technical means (software and hardware) purchased <sup>17</sup>	N/A	Number	Reports of Lithuanian Criminal Police Bureau	Annually (APR)	0	N/A	90
			Number of forensic images uploaded into the data storage media for electronic documents purchased	N/A	Number	Reports of Lithuanian Criminal Police Bureau	Annually (APR)	0	N/A	200
			Number of forensic examinations carried out with purchased equipment (per year)	N/A	Number	Reports of Lithuanian Police Forensic Science Centre	Annually (APR)	N/A	N/A	7,980

<sup>15</sup> Indicator is approved by the Minister of the Interior of the Republic of Lithuania (Order No. 1V-126, 6th of February 2019).

<sup>16</sup> Training will be on professional competencies related to proactive methods of collecting criminal intelligence, using criminal intelligence tools, using advanced technical equipment, etc.

<sup>17</sup> Related to specific investigations (criminal intelligence, IT) and the need to collect information about the crimes that are planned, committed or are being committed.



	Output 4.3	Co-operation with the Norwegian and other European law enforcement agencies supported	Number of joint operational meetings carried out in co-operation with Norwegian and other European law enforcement agencies	N/A	Number	Project Promoter's records, Agendas for the meetings	Annually (APR)	0	N/A	9
			Number of joint intelligence reports produced and kept up to date	N/A	Number	Project Promoter's records	Annually (APR)	0	N/A	1
Bilateral	Bilateral Outcome	Enhanced collaboration between beneficiary and donor state entities involved in the programme	Level of satisfaction with the bilateral partnership	State type	Scale 1-7	Survey results	Annually (APR)	6.56 <sup>18</sup>	2021	4.5 <sup>19</sup>
			Level of trust between cooperating entities in Beneficiary States and Donor States	State type	Scale 1-7	Survey results	Annually (APR)	6.67 <sup>20</sup>	2021	4.5 <sup>21</sup>
			Share of cooperating organisations that apply the knowledge acquired from bilateral partnership	State type	Percentage	Survey results	Annually (APR)	N/A	N/A	50 % <sup>22</sup>
	Bilateral Output 1	Cooperation between Donor States and Beneficiary State entities facilitated	Number of participants from Beneficiary States in exchanges	Donor State, Gender, Type of exchange	Number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	139
			Number of participants from Donor States in exchanges	Donor State, Gender, Type of exchange	Number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	62
			Number of projects involving cooperation with a donor project partner	Donor State	Number	Copies of contracts concluded with Project Promoters, Partnership	Semi-annually (APR and	0	N/A	5

<sup>18</sup> Based on the survey carried out on behalf of the FMO

<sup>19</sup> Target is  $\geq 4.5$ , and an increase on the baseline value.

<sup>20</sup> Based on the survey carried out on behalf of the FMO

<sup>21</sup> Target is  $\geq 4.5$ , and an increase on the baseline value.

<sup>22</sup> Target is minimum 50 %.

						agreements between Project Promoters and project partners	September IFR)			
			Number of joint best practice events organized	N/A	Number	Agendas for the events, Attendance sheets	Annually (APR)	0	N/A	6
			Number of international networks where partners form Beneficiary and Donor States participate together	N/A	Number	Agenda(s) for the network meeting(s), Project Promoter's records	Annually (APR)	0	N/A	1

## Conditions

### General

1. For pre-defined projects no. 1, 2, 3, 4 and 5 (numbering under Section 5.1 of Annex II to the Programme Agreement), the national Programme Partners shall not be involved in the appraisal foreseen in Article 6.5.3 of the Regulations or in the verification of payment claims described in Article 5.6.1 e) of the Regulations, including the verification of the project outputs described in Article 5.6.1 g) of the Regulations. The Programme Operator shall ensure the necessary competences for carrying out the above tasks.
2. The maximum level of funding available from the total eligible expenditure of the programme for infrastructure (hard measures) shall be 60%. No more than 50% of the total eligible expenditure of the programme area 'Domestic and Gender-based Violence' shall be available for infrastructure (hard measures).
3. The National Focal Point shall ensure that the Programme Operator ensures that project promoters:
  - Keep any buildings purchased, constructed, renovated or reconstructed under the project in their ownership for a period of at least 5 years following the completion of the project and continue to use such buildings for the benefit of the overall objectives of the project for the same period;
  - Keep any buildings purchased, constructed, renovated or reconstructed under the project properly insured against losses such as fire, theft and other normally insurable incidents both during project implementation and for at least 5 years following the completion of the project; and
  - Set aside appropriate resources for the maintenance of any buildings purchased, constructed, renovated or reconstructed under the project for at least 5 years following the completion of the project. The specific means for implementation of this obligation shall be specified in the project contract.
4. For the following Outcome 1 indicators where the baseline value is “to be determined” (TBD), the Programme Operator shall submit to the FMO the baseline value, together with a description of the data collection method used, no later than 6 months after contracting the relevant projects. Updated baseline values shall be agreed upon through a modification of the programme agreement:
  - Share of users satisfied with their interaction with the judiciary
  - Share of judicial procedures/processes complying with the court processes quality standards
  - Share of users and Prosecution Service’s partners satisfied with their interaction with Prosecution Service.
5. For the following Outcome 2 indicator where the baseline value is “to be determined” (TBD), the Programme Operator shall submit to the FMO the baseline value, together with a description of the data collection method used, no later than 1 July 2020. Updated baseline value shall be agreed upon through a modification of the programme agreement:
  - Annual number of alternative sanctions and measures applied.
6. For the following Outcome 3 indicator where the baseline value is “to be determined” (TBD), the Programme Operator shall submit to the FMO the baseline value, together with a description of the data collection method used, no later than 6 months after contracting the relevant project. Updated baseline values shall be agreed upon through a modification of the programme agreement:
  - Annual number of domestic and gender-based violence incidents in which evidence collected with body cameras is used in pre-trial investigation.

7. For pre-defined project no. 4 (numbering under Section 5.1 of Annex II to the Programme Agreement), the Programme Operator shall ensure, two years after the procurement of the body-worn cameras, that an evaluation of the use of these body-worn cameras purchased under the project and of their effectiveness as to the achievement of the objective of the project, shall be carried out by a legal entity independent of and unrelated to the Programme Operator, programme partners and project promoter of that project. The evaluation report shall be transmitted to the FMC

Pre-eligibility

Not applicable

Pre-payment

Not applicable

Pre-completion

Not applicable

Post-completion

Not applicable

Eligibility of costs - period	First date	Final date
Eligibility of costs	25/04/2018	31/12/2024
Grant rate and co-financing		
Programme eligible expenditure (€)	€ 38,823,530	
Programme grant rate (%)	85.00 %	
Maximum amount of Programme grant - EEA Financial Mechanism (€)	€ 8,000,000	
Maximum amount of Programme grant - Norwegian Financial Mechanism (€)	€ 25,000,000	
Maximum amount of Programme grant - Total (€)	€ 33,000,000	

PA	Budget Heading	EEA Grants	Norway Grants	Total grant	Programme grant rate	Programme co-financing	Programme eligible expenditure	Advance payment
PA21	Programme management	€ 373,765	€ 2,121,294	€ 2,495,059	85.00 %	€ 440,305	€ 2,935,364	€ 819,315
PA21	Outcome 1 (EEA Grants)	€ 7,626,235		€ 7,626,235	85.00 %	€ 1,345,806	€ 8,972,041	€ 2,287,871
PA21	Outcome 1 (Norway Grants)		€ 0	€ 0	85.00 %	€ 0	€ 0	€ 0
PA19	Outcome 2 (EEA Grants)	€ 0		€ 0	85.00 %	€ 0	€ 0	€ 0
PA19	Outcome 2 (Norway Grants)		€ 16,167,619	€ 16,167,619	85.00 %	€ 2,853,109	€ 19,020,728	€ 4,850,286
PA22	Outcome 3 (EEA Grants)	€ 0		€ 0	85.00 %	€ 0	€ 0	€ 0
PA22	Outcome 3 (Norway Grants)		€ 3,050,494	€ 3,050,494	85.00 %	€ 538,322	€ 3,588,816	€ 915,148
PA20	Outcome 4 (EEA Grants)	€ 0		€ 0	85.00 %	€ 0	€ 0	€ 0
PA20	Outcome 4 (Norway Grants)		€ 3,660,593	€ 3,660,593	85.00 %	€ 645,987	€ 4,306,580	€ 1,098,178
<b>Total</b>		<b>€ 8,000,000</b>	<b>€ 25,000,000</b>	<b>€ 33,000,000</b>	<b>85.00 %</b>	<b>€ 5,823,529</b>	<b>€ 38,823,530</b>	<b>€ 9,970,798</b>

Retention of management costs	
Retention of management costs - Percentage of the management costs	10.00 %
Retention of management costs - Planned Euro value	€ 293,536

## **Justice and Home Affairs**

### **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 Central Project Management Agency (CPMA). The Norwegian Ministry of Justice and Public Security (NMoJ), the Directorate of Norwegian Correctional Service (KDI), the Norwegian Courts Administration (DA) and the National Police Directorate (POD) are the Donor Programme Partners, and the Council of Europe (CoE) is International Partner Organization (IPO). The Ministry of Justice of the Republic of Lithuania (MoJ), the Ministry of Interior of the Republic of Lithuania (MoI), the National Courts Administration of Lithuania (NCA) and the Prosecutor's General Office of the Republic of Lithuania (PGO) are the Programme Partners.

The programme objective, "Strengthened rule of law", will be attained through four outcomes:

- Outcome 1: "Improved effectiveness and efficiency of the Lithuanian judiciary and prosecution service"

The outcome shall be supported through two pre-defined projects (PDPs): "Increasing the Quality, Services and Infrastructure in Lithuanian Courts" (PDP no. 1) and "Building up Modern and Open Prosecution Service in the Republic of Lithuania" (PDP no. 2), both funded under the EEA Financial Mechanism.

- Outcome 2: "Improved correctional services"

The outcome shall be supported by way of pre-defined project "Development of Quality Based Lithuanian Correctional Service System" (PDP no. 3), funded under the Norwegian Financial Mechanism.

- Outcome 3: "Domestic and gender-based violence preventive and response system improved"

The outcome shall be supported by way of pre-defined project "Improving Work Quality and Enhancing Competences of the Justice Chain to Protect Victims of Domestic and Gender-Based Violence" (PDP no. 4), funded under the Norwegian Financial Mechanism.

- Outcome 4: "Increased effectiveness of the Lithuanian law enforcement in fighting crime"

The outcome shall be supported by way of pre-defined project "Strengthening of Inter-agency Cooperation and Increasing of Crime Investigation Quality in the Lithuanian Police" (PDP no. 5), funded under the Norwegian Financial Mechanism.

#### **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.

##### *2.2 Special rules on eligibility of costs:*

Costs are eligible in accordance with chapter 8 of the Regulation.

#### **3. Bilateral relations**

##### *3.1 Bilateral relations*

The Programme shall contribute to strengthening bilateral relations between Lithuania and the Donor States.

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):*  
Not applicable.

*4.2 Selection procedures:*  
Not applicable.

*4.3 Project grant rate:*  
Grants from the programme may be up to 100% 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*

##### **1) "Increasing the Quality, Services and Infrastructure in Lithuanian Courts"**

Project Promoter:	National Courts Administration
Donor project partner(s):	Norwegian Courts Administration (DA)
Total maximum eligible costs:	€ 6,758,380
Project grant rate:	100.00 %
Maximum project grant amount:	€ 6,758,380
Estimated duration:	48 months

The aim of the project is to improve the effectiveness and efficiency of the Lithuanian judiciary and strengthen the rule of law. The project has 2 investment areas: 1) Increasing the Quality of Court Proceedings in Courts of Lithuania and 2) Increasing the Quality of Service and Infrastructure in Courts of Lithuania. The objective of the project is to contribute to the development of a more efficient and effective justice system in Lithuania.

##### *1) Increasing the Quality of Court Proceedings in Courts of Lithuania;*

Development of a new model for the selection and evaluation of judges by assessing the currently used methodology for evaluation of competences (with emphasis on the social and personal skills) entitling a person to become a judge or during the periodic evaluation of judges.

- Development of IT tool helping to assure an effective process of selection and evaluation of judges;
- Study on conducting of court proceedings. Monitoring of court proceedings in at least 200 cases;
- Study visits to Norway and other foreign countries;
- Internship to Norway;

- Development of methodology for judges, prosecutors and lawyers on improvement of the quality of court proceedings;
- Training courses on strengthening the judiciary and prosecution competencies in the areas of case management, organization of the proceedings, definition of functions of the judge and his team and anti-corruption issues. PA16 'Good Governance' will be addressed in the latter activity;
- International conference on sharing the best practices;
- Public campaigns on legal education purposes.

## *2) Increasing the Quality of Service and Infrastructure in Courts of Lithuania*

- Study on managerial competencies for effective management of courts, including the best foreign practice;
- Study visits to Norway;
- Training courses on strengthening competences in leadership, prevention of corruption, modern management methods, team building, communication with team members and others within the judiciary;
- International conference on the importance of leadership in delivering quality court services;
- Development of training programme for court volunteers and mentors and delivery of training;
- Public event on courts social responsibility;
- Modernization of three court buildings;
- Equipping court rooms, waiting rooms, rooms for people with special needs, courts volunteers and media;
- Installation of security measures / technological solutions to ensure security in courts.

## **2) "Building up Modern and Open Prosecution Service in the Republic of Lithuania"**

Project Promoter:	Prosecutor General's Office of the Republic of Lithuania
Donor project partner(s):	National Authority for the Investigation and Prosecution of Economic and Environmental Crime (Økokrim)
Total maximum eligible costs:	€ 2,213,662
Project grant rate:	100.00 %
Maximum project grant amount:	€ 2,213,662
Estimated duration:	48 months

This project aims to contribute to strengthening the rule of law by reducing the length of pre-trial investigations. The project is expected to develop prosecutors' competencies by exchanging best practices between colleagues from Økokrim, Lithuanian courts, national and foreign partners from the judicial chain and academic organizations, and to establish a stronger cooperation in specific crime areas.

### *Enhancement of efficiency of criminal proceedings:*

- Analysis and evaluation of the present situation of criminal proceedings, including the courts perspective, with a view to determine relevant steps for enhancement thereof;
- Assessment on increasing the quality of criminal proceedings and development of recommendations;
- Study the existing system of prosecutors' specialization and preparation;



- Assessment of current evaluation system of prosecutors' workload and development of suggestions on improvements;
- Preparation of case-models related to the most frequent type of cases;
- Assessment on efficiency of prosecuting financial crimes and setting up measures (recommendations/guidelines) to speed up criminal proceedings related to these crimes;
- Specialized training for prosecutors, judges and pre-trial investigation officers;
- Good practice exchange visits with the Norwegian partner in Lithuania and in Norway.

*Modernization of IT infrastructure:*

- Creation of a new administration IT system, including document management system, training and personnel management module;
- Acquisition of equipment enabling remote interrogation;
- Acquisition of secure notebooks for prosecutors who work with electronic cases.

*Improvement of administrative capacities of the Prosecution Service (PS):*

- Assessment of workplace environment within the PS and preparation of a plan on improved competencies of the PS;
- Training on administrative and managerial capacities;
- Training on general competences enabling better emotional intelligence, stress management, ethics, and team building.

*Communication of the activities of the PS to the public:*

- Activities related to implementation of communication strategy; development of Communication Handbook, including information for pre-trial institutions how to communicate with society and media, dissemination of information about the PS activities (social campaign, advertising);
- Assessment on the improvement of the public image of the PS;
- Establishment of quality standard of service provision in the PS;
- Communication training;
- Best practice exchange visit to Norway.

### **3) "Development of Quality Based Lithuanian Correctional Service System"**

Project Promoter:	Prison Department, Ministry of Justice - Lithuania
Donor project partner(s):	The University College of the Norwegian Correctional Service (KRUS) Hedmark prison Oslo Probation Office, Directorate of Norwegian Correctional Service (KDI) Oslo Half-way House Bredtveit Prison, Directorate of Norwegian Correctional Service (KDI)
Other project partner(s):	Vilnius Correction House, Lithuanian Ministry of Justice Pravieniškės Correction House-Open Colony, Lithuanian Ministry of Justice Marijampolė Correction House, Lithuanian Ministry of Justice Alytus Correction House, Lithuanian Ministry of Justice Kaunas Juvenile Remand Prison and Correction House, Lithuanian Ministry of Justice

Lithuanian Probation Service, Lithuanian Ministry of Justice  
Training Centre for Lithuanian Correctional Service, Lithuanian  
Ministry of Justice

Total maximum eligible costs: € 19,020,728  
Project grant rate: 100.00 %  
Maximum project grant amount: € 19,020,728

The objective of the project is to improve the correctional service in Lithuania. The project focuses on development of competences of the prison/probation staff, social reintegration measures for inmates, improvement of the processes of correctional service and setting up an adequate infrastructure. The project shall establish a smooth and seamless transition of inmates from correctional institution to half-way house or/and probation service and back to the society. During the project implementation it is planned to change the content of training process and establish a Training Center, enhance the educational process by setting up close collaboration between the Training Center and 8 pilot prison units practising dynamic security, establish two pilot correctional centers, reform the process of inmates supervision and social integration, development of new correction programs and positive employment measures and encourage the use of alternative sanctions, in line with Council of Europe standards and best European practice.

The following activities are foreseen;

Measures of seamless correctional services piloted:

- Development of electronic version of START:AV risk assessment methodology, installing and training on how to work with electronic version;
- Development of intervention tools to reduce the risk of criminal behaviour;
- Acquiring equipment and tools necessary for positive occupation of inmates;
- Development of an inmate's release model from a correctional institution, half-way house or probation, together with an NGO;
- Drafting a plan of measures to develop the dynamic security model in Lithuania;
- Development and installing of e-services to inmates and training to use them;
- Seminars/workshops/best practice exchange visits in Norway and Lithuania.

Quality based Correctional Staff Training:

- Making GAP analysis of improvements for correctional staff vocational training and skills development;
- Evaluation of a teaching process and development of a concept and strategy for a new Training Center;
- Development of a correctional staff vocational training standard;
- Designing of new curriculas, where 7 curriculas shall be drafted during the project;
- Drafting a concept of practical training and establishing 8 training correctional units for practical training purposes;
- Developing and installing an e-learning platform and training to use it;
- Vocational and introductory training;
- Training for lecturers/instructors;
- Training for prison staff;
- Building and equipping of Training Center;
- Seminars/workshops/best practice exchange visits in Norway and Lithuania.

Improving the image of correctional service system:

- Drafting a strategy for improving the image of the correctional service system, creation of logo, visual identity and a manual;
- Producing video material with the aim to inform the society, inmates and their families about the correctional service system, imprisonment conditions, re-socialization of inmates, electronic monitoring;
- Development of staff motivation system.

Pilot Correctional institutions providing comprehensive services to criminal offenders established:

- Construction of cell type living facilities (200 places) and employment center at Vilnius Correction House;
- Reconstruction of cell type living facilities (100 places) with learning classes and occupancy rooms at Pravieniškės Correction House-Open Prison Colony;
- Equipping the pilot correctional institutions.

Increased use of alternative sanctions:

- Renting of 300 electronic monitoring devices for a preliminary period of 16 months;
- Holding meetings for judges and prosecutors in collaboration with the National Courts Administration on activity and methodology of the use of electronic monitoring devices;
- Development of the strategy on increasing the capacities and methods of use of electronic monitoring devices;
- Organization of information campaign for inmates promoting the benefits of wearing electronic monitoring devices.

#### **4) "Improving Work Quality and Enhancing Competences of the Justice Chain to Protect Victims of Domestic and Gender-Based Violence"**

Project Promoter:	Police Department of the Ministry of Interior
Donor project partner(s):	Oslo Police District
Other project partner(s):	National Court Administration Prosecutor General
Total maximum eligible costs:	€ 3,588,817
Project grant rate:	100.00 %
Maximum project grant amount:	€ 3,588,817
Estimated duration:	36 months

The project aims to contribute to strengthening the rule of law through an improved system of prevention and response to domestic and gender-based violence in Lithuania. The project focuses on improvement of legislation and policies to prevent domestic violence, on strengthening the capacities of justice chain professionals, strengthening inter-institutional cooperation and effective allocation of functions within the justice chain as well as on strengthening the protection of victims of domestic and gender-based violence by way of establishing an IT system for risk assessment of perpetrators and by acquisition of body-worn cameras for better evidence collection. The ultimate goals are therefore to prevent gender-based violence, to ensure effective prosecution and to reinforce support to victims.

The following activities, based on European and international standards on domestic and gender-based violence, are foreseen:

- Study on the implementation of legal regulations with recommendations for improvements in the area of gender-based violence and domestic violence;
- Study visits to European countries for representatives of Lithuanian judicial system with a view to gain knowledge on legal regulations in the field of domestic violence, on methods of questioning the victims of domestic violence, on effective justice chain cooperation, on the competences model applied and practical tools used;
- Develop methodologies/manual for justice chain professionals on evidence collection and evaluation;
- Workshops in Lithuania and Norway directed towards various justice chain actors;
- Joint training for judges, court staff, prosecutors, police officers, other justice chain representatives and representatives of NGOs on how to deal with cases of domestic violence and how to reduce the risk of violence against the victims of such crimes. It is planned to organize three training modules (each consisting of 16 academic hours) and to train 600 participants in one module. In total, 1800 participants from the justice chain and representatives of NGOs will undergo the joint training;
- Specialized training for prosecutors and prosecutors' assistants working directly with the cases of domestic and gender-based violence;
- Specialized training for police officers and community police officers;
- Awareness raising for the public to promote a zero-tolerance approach to gender-based violence and to report cases to the police;
- Equipping the police officers who are responding to domestic violence incidents with body-worn cameras (1800 units) and purchasing the necessary data storage media;
- Creation of a risk management information system;
- Organization of round table discussions and other joint meetings (including inter-network meetings with other thematic cooperation networks) among justice chain authorities, social partners and local municipalities;
- Organization of international conference on criminal prosecution and civil aspects of cases of domestic and gender-based violence.

##### **5) "Strengthening of Inter-agency Cooperation and Increasing of Crime Investigation Quality in the Lithuanian Police"**

Project Promoter:	Police Department under the Ministry of Interior, Lithuanian Ministry of Interior
Donor project partner(s):	National Criminal Investigation Service (KRIPOS)
Other project partner(s):	Lithuanian Criminal Police Bureau, Lithuanian Ministry of Interior Lithuanian Police Forensic Science Centre, Lithuanian Ministry of Interior
Total maximum eligible costs:	€ 4,306,580
Project grant rate:	100.00 %
Maximum project grant amount:	€ 4,306,580
Estimated duration:	48 months

The objective of the project is to strengthen the Lithuanian and Norwegian police capacities and cross-border cooperation through sharing best practices in fighting crime, and on increasing the Lithuanian police capacities to prevent, disclose and investigate crimes through the acquisition of forensic equipment, adoption of advanced technologies and organization of specialized training. The project aims to increase the Lithuanian police capacities in prevention, disclosure and investigation of crimes

by adopting advanced technologies and undergoing specialized training. The key focus is on organized criminal groups whose activities are mainly related to illegal trafficking in narcotic drugs and psychotropic substances, also trafficking in human beings, illegal possession, smuggling and theft of excise goods, extortion, foreign car thefts, fraud, robbery and other profit motivated crime.

The aim of the project is also to implement relevant actions of EU Member States in the action plan accompanying the Council Conclusions of June 2016 in view of the creation of a European Forensic Science Area. The project aims to encourage the exchange of forensic data (DNA profiles and fingerprints) via the Prüm Decision (the Council Decision 2008/615/JHA of 23 June 2008) and to improve its quality by increasing capacity in the forensic science field.

The following activities are foreseen:

- Operational meetings of the Lithuanian and Norwegian police as well as other law enforcement agencies focusing on the tactics of specific investigations, inter-agency cooperation and strategic trends and methods in addressing the organized crime;
- Best practice exchange visits for the heads of police agencies and senior police officers of criminal police divisions;
- Training for Lithuanian and Norwegian police officers;
- Training for forensic experts on topics related to DNA, dactyloscopy, drugs, ballistics and explosives;
- Participation of forensic experts in workshops/meetings/training in other countries;
- Acquisition/modernization of technological tools used in crime investigation (mobile laboratory, vehicle control system);
- Acquisition of forensic equipment (DNA analysis, fingerprints equipment, specialized IT examination equipment, x-ray fluorescence spectrometer, scanners and monitors);
- Activities aimed at economic stimulus in operational criminal cases;
- Producing and keeping up to date relevant intelligence.

## *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.

The Project Promoters have the possibility to request an advance payment not exceeding 30% of the total grant amount. The level of advance payment and the off-set mechanism will be specified in the Project Contract.

The interim payments will be based on pre-financing or reimbursement of expenditure. The Programme Operator has the possibility to withhold up to 10% of the total grant for the final balance.

Additional information on the advance payment conditions and related guarantee, the off-set mechanism, the periodicity of reporting periods and deadlines for reporting shall be further outlined 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 Regulations 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 Regulations 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 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 Regulation, the Information and Communication Requirements in Annex 3 of the Regulation and the Communication plan for the programme.

### **8. Miscellaneous**

Not applicable.