EEA Financial Mechanism 2014-2021

PROGRAMME AGREEMENT

between

The Financial Mechanism Committee
established by Iceland, Liechtenstein and Norway

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 “Research”

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

Article 2.3
Objective and outcomes of the Programme

1. 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. 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.

Article 3.3
Project partners and partnership agreements
1. A project may be implemented in a partnership between the Project Promoter and project partners as defined in paragraph 1(w) of Article 1.6 of the Regulation. If a project is implemented in such a partnership, the Project Promoter shall sign a partnership agreement with the project partners with the content and in the form stipulated in Article 7.7 of the Regulation.
2. The partnership agreement shall be in English if one of the parties to the agreement is an entity from the Donor States.
3. The eligibility of expenditures incurred by a project partner is subject to the same limitations as would apply if the expenditures were incurred by the Project Promoter.
4. The creation and implementation of the relationship between the Project Promoter and the project partner shall comply with the applicable national and European Union law on public procurement as well as Article 8.15 of the Regulation.
5. The National Focal Point shall ensure that the Programme Operator verifies that the partnership agreement complies with this article. A draft partnership agreement or letter of intent shall be submitted to the Programme Operator before the signing of the project contract.

Chapter 4
Finance

Article 4.1
Eligible expenditures
1. Subject to Article 8.7 of the Regulation, eligible expenditures of this Programme are:
   (a) management costs of the Programme Operator in accordance with the detailed budget in the financial plan;
   (b) payments to projects within this Programme in accordance with the Regulation, this programme agreement and the project contract.
2. Eligible expenditures of projects are those actually incurred by the Project Promoter or project partners, meet the criteria set in Article 8.2 of the Regulation and fall within the categories and fulfil the conditions of direct eligible expenditure set in Article 8.3 of the Regulation, the conditions regarding the use of standard scales of unit costs set in Article 8.4 of the Regulation as well as indirect costs in accordance with Article 8.5 of the Regulation.
4. 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.

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.

Article 5.4
Entry into force and duration

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

For the Donors
Signed in Vilnius on 05/02/2020

For the National Focal Point
Signed in Vilnius on 05/02/2020

Rūta Dapkutė-Stankevičienė
Head of National Focal Point
# Programme Operators and Partners

<table>
<thead>
<tr>
<th>Programme Operator:</th>
<th>Research Council of Lithuania</th>
</tr>
</thead>
</table>
| Donor Programme Partner: | Directorate for Higher Education and Skills (HK-DIR)  
National Agency for International Education Affairs (AIBA)  
Research Council of Norway (RCN) |
| IPO: | - |
| Other Programme Partner(s): | Ministry of Education, Science and Sport of Lithuania |

## Programme Objective

<table>
<thead>
<tr>
<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>
<th>Baseline values</th>
<th>Baseline year</th>
<th>Target value</th>
</tr>
</thead>
<tbody>
<tr>
<td>PA02</td>
<td>Outcome 1</td>
<td>Enhanced performance of Baltic research internationally</td>
<td>Number of joint peer-reviewed scientific publications submitted$^1$</td>
<td>Donor State, Type of scientific publication</td>
<td>Number</td>
<td>Proof of submission</td>
<td>Annually (APR)</td>
<td>0</td>
<td>N/A</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Number of joint applications for further funding</td>
<td>Donor State, Funding source (applied for)</td>
<td>Number</td>
<td>Copies of the application for funding</td>
<td>Annually (APR)</td>
<td>0</td>
<td>N/A</td>
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<td></td>
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<td></td>
<td>Number of jointly registered applications for Intellectual Property Protection</td>
<td>Donor State</td>
<td>Number</td>
<td>Copies of filed application(s)/registration reference</td>
<td>Annually (APR)</td>
<td>0</td>
<td>N/A</td>
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<tr>
<td></td>
<td>Output 1.1</td>
<td>Knowledge of Research Shared</td>
<td>Number of researchers supported$^2$</td>
<td>Gender, Type of graduate degree</td>
<td>Number</td>
<td>Project Promoter's records</td>
<td>Semi-annually (APR and</td>
<td>0</td>
<td>N/A</td>
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</tbody>
</table>

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1 Type of scientific publication: Gold Open Access, pending Open Access, other.
2 Type of graduation degree: PhD and Postdoc.
<table>
<thead>
<tr>
<th>PA02</th>
<th>Bilateral Outcome</th>
<th>Enhanced collaboration between beneficiary and donor state entities involved in the programme</th>
<th>State type</th>
<th>Scale 1-7</th>
<th>Survey results</th>
<th>September (IFR)</th>
<th>6.58</th>
<th>2021</th>
<th>4.5³</th>
</tr>
</thead>
<tbody>
<tr>
<td></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>6.63</td>
<td>2021</td>
<td>4.5⁴</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Level of satisfaction with the partnership</td>
<td>State type</td>
<td>Scale 1-7</td>
<td>Survey results</td>
<td>Annually (APR)</td>
<td>N/A</td>
<td>N/A</td>
<td>50  %⁵</td>
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<td></td>
<td>Share of cooperating organisations who apply the knowledge acquired from bilateral partnership</td>
<td>State type</td>
<td>Percentage</td>
<td>Survey results</td>
<td>Semi-annually (APR and September IFR)</td>
<td>0</td>
<td>N/A</td>
<td>18</td>
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<tr>
<td></td>
<td>Cooperation between Donors and Beneficiary state facilitated</td>
<td>Number of projects 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></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

³ Target is ≥4.5, and an increase on the baseline value.
⁴ Target is ≥4.5, and an increase on the baseline value.
⁵ Target is minimum 50 %, and an increase on the baseline value.
Conditions

General
For the indicators related to Outcome 1 “Enhanced performance of Baltic research internationally”, the National Focal Point shall ensure that the Programme Operator ensures that double counting of the achievements is avoided across the research programmes implemented in Lithuania, Estonia and Latvia.

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>25/04/2018</td>
<td>31/12/2024</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Grant rate and co-financing</th>
<th>Programme eligible expenditure (€)</th>
<th>€ 12,655,294</th>
</tr>
</thead>
<tbody>
<tr>
<td>Programme grant rate (%)</td>
<td>85.00 %</td>
<td></td>
</tr>
<tr>
<td>Maximum amount of Programme grant - EEA Financial Mechanism (€)</td>
<td>€ 10,757,000</td>
<td></td>
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<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>€ 10,757,000</td>
<td></td>
</tr>
<tr>
<td>PA</td>
<td>Budget Heading</td>
<td>EEA Grants</td>
</tr>
<tr>
<td>------</td>
<td>---------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>PA02</td>
<td>Programme management</td>
<td>€ 955,000</td>
</tr>
<tr>
<td>PA02</td>
<td>Outcome 1 (EEA Grants)</td>
<td>€ 9,802,000</td>
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<tr>
<td>Total</td>
<td></td>
<td>€ 10,757,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Retention of management costs</th>
<th></th>
<th></th>
<th></th>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Retention of management costs - Percentage of the management costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>10.00 %</td>
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<td>Retention of management costs - Planned Euro value</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>€ 112,353</td>
<td></td>
</tr>
</tbody>
</table>
Research

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 Research Council of Lithuania. The Research Council of Norway (RCN), the Directorate for Higher Education and Skills (HK-DIR) and the National Agency for International Education Affairs of Liechtenstein (AIBA) shall be Donor Programme Partners (DPPs). The Ministry of Education, Science and Sport of Lithuania shall be Programme Partner.

The programme objective is “Enhanced research-based knowledge development”. The programme objective shall be attained through one outcome “Enhanced performance of Baltic research internationally”. This outcome will be supported by way of one call for proposals. The call will be part of the “Baltic Research Programme”, to be implemented also under the research programmes in Estonia and in Latvia, aiming at enhancing the performance of research in the Baltic Region.

In accordance with the Guideline for Research Programmes, the “Baltic Research Programme” shall follow the principles and practice of European framework programmes (i.e. Horizon 2020 and Horizon Europe) for research and innovation. The “Baltic Research Programme” will pay particular attention to the implementation of principles and provisions on Open Science.

2. Eligibility
2.1 Eligible applicants:
The provisions of Chapter 8 of the Guideline for Research Programmes contain the rules on eligibility of applicants and project partners under outcome 1.

The following limitations to the above provisions shall be placed:

<table>
<thead>
<tr>
<th>Call for proposals</th>
<th>Eligible applicants (Project Promoters)</th>
<th>Eligible partners</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outcome 1 “Enhanced performance of Baltic research internationally”</td>
<td>Research organisations, as defined in the EU Framework for State aid for research and development and innovation (2014/C 198/01), established in Lithuania. A list of such organisations is provided in the State Register of Education and Research Institutions in the Information, Consultation and Guidance System, AIKOS (<a href="http://www.aikos.smm.lt">www.aikos.smm.lt</a>)</td>
<td>-Research organisations, as defined in the EU Framework for State aid for research and development and innovation (2014/C 198/01), established in Lithuania, Estonia, Latvia, Norway, Iceland or Liechtenstein</td>
</tr>
<tr>
<td></td>
<td></td>
<td>-Research organisations, whose primary goal is to independently conduct fundamental research, industrial research or experimental research or experimental development or to widely disseminate the results of such activities by way of teaching, publication or knowledge transfer, established in third countries are eligible partners but cannot receive funding from the project grant</td>
</tr>
</tbody>
</table>

Partnerships with at least one entity established in Estonia and one entity established in Latvia, as well as an entity established in one of the Donor States is mandatory within all projects selected under outcome 1. When the donor project partner is from Norway, the partner shall be approved by the RCN, in accordance with the provisions of the RCN guidelines for approval of research organisations.
2.2 **Special rules on eligibility of costs:**

Costs are eligible in accordance with chapter 8 of the Regulation. The following exceptions are made:

- Article 10.8 of the Guideline for Research Programmes concerning indirect costs shall apply in case of projects under outcome 1. Alternatively, Norwegian entities classified as ‘Research Institutes’ may use standard scales of unit costs in accordance with Article 8.4.1 (b) of the Regulation. According to the Research Council of Norway's procedure for ‘Payroll and indirect costs’, the Norwegian entities classed as ‘Research Institutes’ calculate the payroll and indirect costs together, as hourly rates for the staff participating in a project. The RCN will facilitate the verification of conformity of standard scales of unit costs used by the project participants.

- Only costs incurred by project promoters and project partners from Lithuania, Estonia, Latvia and/or the relevant Donor States shall be eligible.

3. **Bilateral relations**

3.1 **Bilateral relations**

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

The programme shall as appropriate 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 Programme Committee referred to in section 4.2. RCN shall be invited to attend the Programme Committee, as observers. The Programme Operator shall ensure that the other two DPPs have a chance to discuss the use of the Bilateral Fund outside the Programme 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. 1</th>
<th>Indicative timing</th>
<th>Total available amount</th>
<th>Maximum/Minimum grant applied for</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outcome 1 “Enhanced performance of Baltic research internationally”</td>
<td>First semester 2020</td>
<td>€ 11,531,765</td>
<td>€1,000,000/ €300,000</td>
</tr>
</tbody>
</table>

4.2 **Selection procedures:**

Applications submitted under the call for proposals under outcome 1 “Enhanced performance of Baltic research internationally” shall follow the selection procedures described in the Guideline for Research Programmes. In order to ensure a joint approach, the call documents of Lithuania shall be based on those developed for the Estonian call. The Programme Committee shall consist of eight members: Two members from Lithuania, two members from Estonia, two members from Latvia and two members from the Donor States.

The Programme Committee may allow the shortening of the duration of the project funded from the reserve allocation, if it is feasible to adjust the duration of the project in line with the end of the period.
of eligibility. In such a case, the main objectives and results initially planned in the project should be retained.

4.3 Project grant rate:
Grants to projects 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
N/A

5.2 Financial Instruments
N/A

6. Programme Management
6.1 Payment flows
The Programme Operator shall ensure that payments to projects are made in a timely manner. Payments of the project grant to the project promoters shall take the form of advance payments, interim payments and payments of the final balance. The advance payments and interim payments shall be based on a pre-financing model. The maximum level of each type of payment shall be as follows:

<table>
<thead>
<tr>
<th>Project type and implementation duration</th>
<th>Advance payment</th>
<th>Interim payment(s)</th>
<th>Final Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cooperation projects (maximum 36 months)</td>
<td>Up to 40%</td>
<td>Up to 90% (including advance payment)</td>
<td>No less than 10%</td>
</tr>
</tbody>
</table>

Advance payments shall be paid within 1 month after signature of the project contract.

Project Promoters can receive interim payment only when 70% of the advance payment has been reported as incurred in the project interim report.

Interim and final payments shall be paid within 3 months after the submission of interim/final project report and within 1 month after the approval of the project interim/final report.

The approval of project interim/final reports shall take place within maximum 2 months from the submission of all the required information.

Reporting requirements, including periods and submission deadlines, shall 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.
Requirements for the submission of proof of expenditure shall be set in the project contract and the partnership agreement.

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 outcome 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
N/A

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
N/A