

EEA Financial Mechanism 2009-2014

PROGRAMME AGREEMENT

between

The Financial Mechanism Committee  
established by Iceland, Liechtenstein and Norway

and

The Government Office of the Slovak Republic,  
hereinafter referred to as the "National Focal Point",  
representing Slovakia ,  
hereinafter referred to as the "Beneficiary State"

together hereinafter referred to as the "Parties"

for the financing of the Programme "Local and Regional Initiatives to Reduce National Inequalities and to  
Promote Social Inclusion "

hereinafter referred to as the "Programme"

## Chapter 1

### Scope, Legal Framework, and Definitions

#### Article 1.1

##### Scope

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

#### Article 1.2

##### Legal Framework

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

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

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

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

#### Article 1.3

##### Definitions

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

#### Article 1.4

##### Annexes and hierarchy of documents

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

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

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

## Chapter 2

### The Programme

#### Article 2.1

##### Co-operation

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

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

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

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

## Article 2.2

### Main responsibilities of the Parties

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

a. comply with its obligations stipulated in the Regulation and this programme agreement;

b. ensure that the Certifying Authority, the Audit Authority, the Monitoring Committee and the Programme Operator properly perform the tasks assigned to them in the Regulation, this programme agreement and the programme implementation agreement;

c. take all necessary steps to ensure that the Programme Operator is fully committed and able to implement and manage the Programme;

d. take the necessary measures to remedy irregularities in the implementation of the Programme and ensure that the Programme Operator takes appropriate measures to remedy irregularities in Projects within the Programme, including measures to recover misspent funds;

e. make all the necessary and appropriate arrangements in order to strengthen or change the way the Programme is managed.

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

## Article 2.3

### Objective and outcomes of the Programme

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

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

## Article 2.4

### Programme grant

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

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

3. The financial plan shall:

a. contain a breakdown between the Programme's budget headings using the description put forward in the template for the programme proposal;

b. indicate the agreed advance payment, if any.

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

## Article 2.5

### Special conditions and programme specific rules

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

2. The National Focal Point shall ensure compliance with any other programme specific rules laid down in the operational rules.

## Article 2.6

### Programme implementation agreement

1. With reference to Article 5.8 of the Regulation and without prejudice to paragraph 2 thereof, the National Focal Point shall, before any payment is made to the Programme, sign a programme implementation agreement with the Programme Operator. The National Focal Point shall notify the FMC of such signing.

2. The signed programme implementation agreement shall be identical to the draft programme implementation agreement confirmed by the FMC in accordance with paragraph 5 of Article 5.8 of the Regulation with regard to the content required according to paragraph 3 thereof. The National Focal Point shall inform the FMC of any deviation from that confirmed draft which may be subject to a new confirmation according to paragraph 5 of Article 5.8 of the Regulation prior to any payment to the Programme.

## Article 2.7

### Reporting

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

## Article 2.8

## External monitoring

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

## Article 2.9

## Modification of the Programme

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

## Article 2.10

## Communication

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

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

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

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

## Article 2.11

## Contact information

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

## Article 2.12

## Representations and Warranties

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

## Chapter 3 Projects

### Article 3.1 Selection of projects

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

### Article 3.2 Project contract

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

### Article 3.3 Project partners and partnership agreements

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

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

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

### Article 3.4 Reallocation of funds

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

## Chapter 4 Finance

### Article 4.1 Eligible expenditures

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

## Article 4.5

## Irregularities, suspension and reimbursements

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

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

The FMC has the right to make use of the remedies provided in the Regulation, in particular Chapter 12 thereof. The National Focal Point has a duty to take all necessary measures to ensure that the provisions in Chapter 11 and 12 of the Regulation regarding irregularities, suspension of payments, financial corrections and reimbursement are complied with.

## Chapter 5 Final provisions

## Article 4.2

## Proof of expenditure

Costs incurred by Programme Operators, Project Promoters and project partners shall be supported by documentary evidence as required in Article 7.13 of the Regulation.

## Article 4.3

## Payments

1. Payments to the Programme shall be made when all relevant conditions for payments stipulated in this programme agreement and the Regulation have been fulfilled.

2. Payments to the Programme shall take the form of an advance payment, interim payments and payment of the final balance and shall be made in accordance with Articles 8.2, 8.3 and 8.4 of the Regulation.

3. Payments of the project grant to the Project Promoters may take the form of advance payments, interim payments and payments of the final balance. The level of advance payments and their off-set mechanism is set in the operational rules.

4. The National Focal Point shall ensure that payments are transferred in accordance with paragraph 2 of Article 8.1 of the Regulation.

5. Chapter 8 of the Regulation shall apply to all aspects related to payments, including currency exchange rules and handling of interests on bank accounts.

## Article 4.4

## Transparency and availability of documents

The National Focal Point shall ensure an audit trail for financial contributions from the EEA Financial Mechanism 2009-2014 to the Programme in accordance with Article 8.8 of the Regulation.

## Article 5.1

## Dispute settlement

1. The Parties waive their rights to bring any dispute related to the programme agreement before any national or international court, and agree to settle such a dispute in an amicable manner.

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

## Article 5.2

## Termination

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

a. a general suspension decision according to Article 12.6 of the Regulation or a decision to suspend payments according to paragraph 1(h) of Article 12.1 of the Regulation has not been lifted within 6 months of such a decision;

b. a suspension of payments according to Article 12.1 of the Regulation, other than under paragraph 1(h), has not been lifted within one year of such a decision;

c. a request for reimbursement according to Article 12.2 of the Regulation has not been complied with within one year from such a decision;

d. the Programme Operator becomes bankrupt, is deemed to be insolvent, or declares that it does not have the financial capacity to continue with the implementation of the Programme; or

e. the Programme Operator has, in the opinion of the FMC, been engaged in corruption, fraud or similar activities or has not taken the appropriate measures to detect or prevent such activities or, if they have occurred, nullify their effects.

2. This programme agreement can be terminated by mutual agreement between the Parties.

3. Termination does not affect the right of the Parties to make use of the dispute settlement mechanism referred to in Article 5.1 or the right of the FMC to make use of the remedies provided in Chapter 12 of the Regulation.

Article 5.3  
Waiver of responsibility

1. Any appraisal of the Programme undertaken before or after its approval by the FMC, does not in any way diminish the responsibility of the National Focal Point and the Programme Operator to verify and confirm the correctness of the documents and information forming the basis of the programme agreement.

2. Nothing contained in the programme agreement shall be construed as imposing upon the FMC or the FMO any responsibility of any kind for the supervision, execution, completion, or operation of the Programme or its projects.

3. The FMC does not assume any risk or responsibility whatsoever for any damages, injuries, or other possible adverse effects caused by the Programme or its projects including, but not limited to inconsistencies in the planning of the Programme or its projects, other project(s) that might affect it or that it might affect, or public discontent. It is the full and sole responsibility of the National Focal Point and the Programme Operator to satisfactorily address such issues.

4. Neither the National Focal Point, the Programme Operator, entities involved in the implementation of projects, nor any other party shall have recourse to the FMC for further financial support or assistance to the Programme in whatsoever form over and above what has been provided for in the programme agreement.

5. Neither the European Free Trade Association, its Secretariat, including the FMO, its officials or employees, nor the FMC, its members or alternate members, nor the EFTA States, can be held liable for any damages or injuries of whatever nature sustained by the National Focal Point or the Beneficiary State, the Programme Operator, Project Promoters or any other third person, in connection, be it direct or indirect, with this programme agreement.

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

Article 5.4  
Entry into force and duration

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

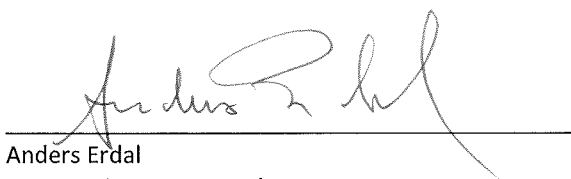
2. This programme agreement shall remain in force until five years have elapsed after the date of the acceptance of the final programme report.

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

For the FMC

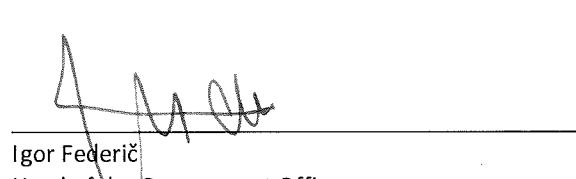
Signed in Bratislava on 6.XI.2012



Anders Erdal  
Deputy Director General  
Chairman, FMC

For the National Focal Point

Signed in Bratislava on 6.XI.2012



Igor Federič  
Head of the Government Office

## Annex I - Programme Decision

### 1. Expected Outcomes & Indicators for Outputs

#### Expected Outcome(s):

Local and regional authorities, as well as private and civil society actors, are developing initiatives to strengthen anti-discriminatory measures for groups vulnerable to social and economic exclusion

#### Output

Created textbooks, workbooks and other learning material for pupils as well as teaching textbooks and methodological materials for teachers and trainees attending the extended education and innovative education

Output indicator(s)	Baseline	Target	Source of Verification
Learning materials for trainees of innovative education	0	50	list of authors, interim reports, impression
Learning materials for students of extended study program	0	3000	list of authors, interim reports, impression
Textbooks and methodological materials for teachers (teaching staff) and pupils of primary and secondary schools	5960	13960	list of authors, interim reports

#### Output

Teachers and teaching staff are ready to implement a school education program focusing on intercultural education, Romani language and Romani culture and history

Output indicator(s)	Baseline	Target	Source of Verification
Candidates accepted for extended study program	0	25	application, confirmation of acceptance, list of participants, interim reports
Graduates from extended study program	0	18	certificate, time-sheets, list of participants, state exams, interim reports
Candidates accepted for innovative education	0	40	application, confirmation of acceptance, list of participants, interim reports
Graduates from study program of innovative education	0	35	certificate, time-sheets, list of participants, defence of the final presentation in front of the commission and participants of the study program, minutes and protocol on final exams, interim reports

#### Output

Primary and secondary schools implement educational program focusing on intercultural education, Romani language and Romani culture and history as part of an inclusive educational process at primary and secondary schools.

Output indicator(s)	Baseline	Target	Source of Verification
Profiled primary and secondary schools	0	12	selection of projects, inclusive school curriculum

#### Output

Created accredited educational programs.

Output indicator(s)	Baseline	Target	Source of Verification
Study programs of Romani language and culture at Slovak universities	1	2	accreditation file, obtained accreditation, interim reports
Programme of the innovative education	0	1	accreditation file, obtained accreditation, interim reports

### 2. Conditions



**2.1 General**

1. The Focal Point shall ensure that any public support under this Programme complies with the procedural and substantive State Aid rules applicable at the time when the public support is granted. The Focal Point shall, by way of the Programme Implementation Agreement or the legislative or administrative act replacing it, ensure that the Programme Operator maintains written records of all assessments concerning compliance with State Aid rules, particularly decisions to award grants and set grant rates, and provides such records to the NMFA upon request. The approval of the Programme by the NMFA does not imply a positive assessment of such compliance.

2. Bilateral indicators, output and outcome indicators shall be reported on in the annual report.

3. Specific selection criteria shall be included in the call for proposals under measure 1 in order to ensure that projects focusing on the specific needs of vulnerable groups, including Roma, are selected.

**2.2 Pre-eligibility**

Not applicable.

**2.3 Pre-payment**

Not applicable.

**2.4 Pre-completion**

Not applicable.

**2.5 Post-completion**

Not applicable.

**2.6 Other**

Not applicable.

**3. Eligibility of costs****3.1 Eligibility of costs - period**

Eligibility of costs (excluding prog prep costs): 24/10/2012-30/04/2017

Eligibility of programme proposal preparation costs: 16/11/2010-23/10/2012

**3.2 Grant rate and co-financing**

Programme estimated total cost (€)	€1,176,471
Programme estimated eligible cost (€)	€1,176,471
Programme grant rate (%)	85.0000%
Maximum amount of Programme grant (€)	€1,000,000

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

Budget heading	Eligible expenditure	Advance payment*
Programme management	€111,765	€27,941
Local and regional authorities, as well as private and civil society actors, are developing initiatives to strengthen anti-discriminatory measures for groups vulnerable to social and economic exclusion	€1,041,177	€225,588
Fund for bilateral relations	€17,647	€5,294
Complementary action	€0	€0
Preparation of programme proposal	€5,882	€5,882
Reserve for exchange rate losses	€0	€0
<b>Total</b>	<b>€1,176,471</b>	<b>€264,705</b>

\* The advance payment is composed of €224,999 in grant amount and €39,706 in co-financing.

### 3.4 Retention of management costs

Retention of management costs - percentage of the management costs	10.00%
Retention of management costs - planned Euro value	€9,500

### 3.5 Small Grant Scheme

Outcome	Local and regional authorities, as well as private and civil society actors, are developing initiatives to strengthen anti-discriminatory measures for groups vulnerable to social and economic exclusion
Total Amount Reserved	€461,177
Grant Amount at Project Level	€5,000 – 40,000
Duration of the Project	12 – 24 months
Maximum Grant Rate at Project Level	100.00%

## Annex II - Operational Rules

### 1. Eligibility

#### 1.1 Eligible measures

The Programme Operator is the Government Office of the Slovak Republic.

The Donor Programme Partner (DPP) is the Council of Europe.

The programme consists of an open call and two pre-defined projects.

- Measure 1: Open Call

Small grants to support Roma inclusion and intercultural projects by primary and secondary schools.

- Measure 2: Pre-defined project

Creation of an accredited programme of extended education specialising in Romani language and culture.

- Measure 3: Pre-defined project

Creation of an accredited programme of innovative education for teaching staff of primary schools to increase their intercultural competence in the educational process of Roma pupils.

#### 1.2 Eligible applicants:

##### Measure 1:

The rules on eligibility of applicants are set in Article 6.2 of the Regulation. The following specifications apply:

- Primary and secondary schools (directly or through their founder) with the exception of schools which are beneficiaries of the following measure funded by the ESF fund: Operational Programme Education within the priority axis 3 "Support to Education of Persons with Special Educational Needs", measure 3.1 "Raising the Educational Level of Members of the Marginalised Roma Communities" at the time of the grant applications submission.

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

Costs are eligible in accordance with Article 7 of the Regulation.

### 2. Financial parameters

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

##### Measure 1:

By way of exception from Article 5.4.8 of the Regulation, the minimum amount of grant assistance applied for is €5,000; the maximum amount is €40,000.

#### 2.2 Project grant rate:

Grants from the Programme will cover 100% of total eligible project costs. None of the costs of the project shall be provided or obtained by the Project Promoters.

### 3. Selection of projects

#### 3.1 Selection procedures:

The selection procedures shall be in compliance with Article 6.5 of the Regulation.

The review and ranking of the applications in accordance with Articles 6.5.2 - 6.5.4 of the Regulation shall be carried out by independent and impartial experts appointed by the Programme Operator, who may not be members of the Selection Committee.

Modifications of submitted applications shall be limited to obvious and clerical errors.

The Selection Committee shall be established in line with Article 6.4 of the Regulation and act in accordance with Article 6.5.5 of the Regulation. None of the independent and impartial experts scoring the applications may be members of the Selection Committee.

#### 3.2 Open calls and availability of funds:

##### Measure 1:

There shall be one open call for applications for small grants to support Roma inclusion and intercultural projects by primary and secondary schools for the total re-granting amount of €461,177.

The call shall be launched no later than in of the second quarter of 2013. The call shall be open at least for 2 months.

#### 3.3 Selection criteria:

**Measure 1:**

The following selection criteria will be taken into account:

1. The connection of study programmes of innovative education and extended education with intercultural and inclusive education at primary and secondary schools.
2. Strengthening the implementation of the school curriculum as well as extracurricular activities involving school, family and community focusing on intercultural education, Romani language and Romani culture and history as part of an inclusive educational process at primary and secondary schools (including 8-year gymnasia).
3. Teaching Roma language and culture as a school subject.
4. Establishment of a donor partnership within the project.

In addition, the following general criteria shall be taken into account:

1. Project description and relevance for the Programme and the target group
2. Project methodology (processing quality of the project)
3. Budget efficiency and appropriateness
4. Management and expertise
5. Added value, innovation
6. Cross cutting priorities

The final selection criteria will be included in the text of the call for proposals.

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

##### **4.1 Payment flows**

The Programme Operator shall open two separate bank accounts, one for the receipt and payments of funds for management costs and bilateral funds, the second for the receipt and payments of funds allocated to re-granting.

Payments towards the projects will be in the form of advance instalments, of up to 90% of the total awarded grant amount, and in the form of reimbursements of incurred expenditure to be paid after the approval of a final report.

The first advance instalment shall be paid following the signing of the project agreements. Subsequent advance instalments shall be paid after the approval of Project Interim Reports.

Project Promoters shall be required to report on project financial progress and outputs in Interim Project Reports, and at the end of the project in a final report. The frequency of interim reporting to the Programme Operator shall be based on an agreed timetable, but no less than three times a year.

Advance instalments are offset against incurred expenditure reported in the Project Interim Reports. Project Promoters can receive any subsequent advance instalments only when 50% of all previously provided instalments have been reported as incurred in the Project Interim Reports.

The level of advance instalments to be provided to Project Promoters shall be linked to the duration of the project implementation periods according to the overview below:

Project Implementation Duration / First Advance Payment / Second Advance Payment / Third Advance Payment / Fourth Advance Payment / Final Payment (reimbursement)

< 12 months / 80% / 10% / - / - / 10%

12 – 18 months / 40% / 20% / 20% / 10% / 10%

18 – more / 25% / 25% / 25% / 15% / 10%

In duly justified cases a Project Promoter may receive exceptional payments as advance instalments or as reimbursement of incurred expenditure, provided that the Programme Operator has sufficient capacity to provide it.

Payments shall be transferred to Project Promoters no later than three months from the submission of an interim payment claim (Interim Project Report) and no later than one month after its approval by the Programme Operator.

##### **4.2 Verification of payment claims**

Verification and approval of Interim Project Reports is conducted by the Programme Operator and will be based on information on incurred expenditure, financial status and project progress contained in the Interim Reports, and on additional information to be submitted together with the reports.

As part of payment claim verification, the Programme Operator may carry out on-the-spot checks to account for reported incurred expenditure in Projects.

The procedure for verification of payment claims, periodicity of reporting periods, and deadlines for reporting will further be outlined in the description of the Programmes management and control systems according to article 4.8.2 of the Regulation.

#### 4.3 Monitoring and reporting

The Programme Operator will carry out on-going monitoring and review of the projects.

Monitoring will be carried out in order to ensure that agreed proceedings are observed, to verify the progress, to identify potential problems in time and to be able to adopt the adequate corrective measures.

The monitoring will rely on the following inputs

- Project application
- Detailed Appraisal Report
- Information provided by the applicant in the process of project approval
- Interim Project Reports
- On the spot checks
- Questionnaires, interviews with Project Promoters and project partners
- Information from the relevant stakeholders active in the respective region/field

Projects will be identified for monitoring on the basis of the following criteria:

- Projects with allocation less than € 1 million must be monitored at least once during the project implementation and not later than 6 months before the planned completion of the project.
- Projects with allocation less than € 250 000 shall be selected according to the methodology applicable to reviews.

Project reviews will assess whether projects are progressing according to plan, and will focus on the operational aspects of the project, its progress and results. Reviews will be carried out by ways of administrative verification (IPRs) and on-the-spot checks.

Projects are selected for review on the basis of the following criteria:

- Amount of the project grant
- Percentage of co-financing of the Promoter
- Percentage of spending
- Legal status of the Project Promoter
- Identified irregularities
- Compliance with project schedule
- Results of previous controls

Monitoring and review reports will be published in the Information Database at [www.eeagrants.sk/inclusion](http://www.eeagrants.sk/inclusion) and [www.norwaygrants.sk/inclusion](http://www.norwaygrants.sk/inclusion). A plan for monitoring and review activities for each year of the Programme is further outlined in Annex III to the Programme proposal.

## 5. Additional mechanisms within the programme

### 5.1 Fund for bilateral relations

1.5% of the eligible expenditure of the Programme is assigned to the bilateral fund at Programme level.

€10,000 from the fund for bilateral relations shall be set aside for activities that are organised by the Programme Operator and contribute to the objective(s) of the Programme with the primary aim of strengthening co-operation between the Programme Operators and similar entities within the Slovak Republic and the Donor States, and exchanging experiences and best practices related to the implementation of the Programme. Eligible activities shall include the Programme Operator's and other relevant stakeholders' participation in meetings and workshops organised by the Programme Operator or other Programme Operators, or in other events or meetings agreed with the FMC. Eligible costs are defined in Article 7.7 of the Regulation.

The remainder of the fund for bilateral relations shall be used as follows:

The main focus of the bilateral fund will be to create a partnership between the network of primary and secondary schools in Slovakia with the Council of Europe and the The European Wergeland Centre (EWC).

The provisions regulating the bilateral fund, including the precise use of the funds, the criteria for awarding support from the fund, the grant rate, the maximum grant amount, and the bilateral indicators will be developed by the Programme Operator and will be further discussed in the Cooperation Committee. The results will be published at eeagrants.sk and norwaygrants.sk.

#### 5.2 Complementary action

Not applicable.

#### 5.3 Reserve for exchange rate losses

Not applicable.

#### 5.4 Small Grant Schemes

Not applicable.

### 6. Pre-defined projects

The Programme includes 2 pre-defined projects.

Measure 2: Creation of an accredited programme of extended education specialising in Romani language and culture

Project Promoter: Institute of Roma Studies at the Faculty of Social Sciences and Health Care at the Constantine the Philosopher University, Nitra

Total estimated project cost: € 258,000

Grant Rate: 100%

The project duration will be 35 months. The project consists of six activities:

1. To develop an accreditations' file and receive the accreditation of the study programme
2. Development of supporting study materials
3. Promotion of the project in media
4. The process of admission exams for the extended study programme
5. The implementation of the extended study programme
6. The evaluation of the extended study programme

The project has the following objectives:

- to develop an accreditations file and receive the accreditation for the study programme of Romani language and culture for a standard Master's Degree programme as well as for the extended study programme for teachers already holding Master's Degree in other subjects;
- to develop supporting study materials (university text books) for students;
- to organize and carry out the educational process of the above mentioned study programmes;
- to evaluate the study programme

Measure 3: Creation of an accredited programme of innovative education for teaching staff of primary schools to increase their intercultural competence in the educational process of Roma pupils

Project Promoter: National Institute for Education

Total estimated project cost: € 322,000

Grant Rate: 100%

The project consists of the following activities:

- to develop the programme of innovative education for teaching staff;
- to assemble a team of teachers (lectors);
- to develop the textbooks for participants of innovative education (trainees);
- to prepare the training of teaching staff from the organizational point of view;
- to conduct the training of teaching staff in the form of two-day stays;
- to assemble a creative team for the development of textbooks;
- to coordinate professionally the content of textbooks;
- to develop the textbooks;
- to organize reviews, proofreading, professional corrections and graphic design of textbooks;

- to organize the publication of textbooks and their distribution to schools;
- to organize an international workshop;
- to organize an international conference;
- to compile a publication (almanac) from the international conference;
- to translate and publish the factsheets on Roma history by the Council of Europe;
- to evaluate the project's impact on education of Roma pupils
- to manage the project – activity coordination, publicity, assessment and evaluation of the project

The project has the following objectives:

- to improve the professional competence of the teaching staff through innovative education based on the principles of intercultural and inclusive education;
- to enhance the competence of the teaching staff in the field of Roma culture and history;
- to support the schools in creating favourable school environment as well as avoiding discrimination and segregation of Roma pupils at schools;
- to develop the textbooks to support teaching of the Roma language, culture and history at schools;
- to provide an expert advice to schools in the field of a school curriculum focusing on intercultural and inclusive education;
- to provide information, documentation and advisory services related to the implementation of projects under this Programme.

## **7. Modification of the programme**

Any modifications of the Programme will follow the rules set forth in the Regulation and in Article 2.9 of the Programme Agreement.

## **8. Programme proposal version**

Any reference to the Programme proposal in this Programme Agreement shall be interpreted as version signed by the Programme Operator on 05 March 2012, including any subsequent correspondence and communication between the Donors, the Financial Mechanism Office, the National Focal Point and the Programme Operator.

## **9. Miscellaneous**

Not applicable.

