

Norwegian Financial Mechanism 2009-2014

PROGRAMME AGREEMENT

between

The Norwegian Ministry of Foreign Affairs

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 "Domestic and Gender-based Violence "

hereinafter referred to as the "Programme"

Chapter 1 Scope, Legal Framework, and Definitions

Article 1.1 Scope

This programme agreement between the Norwegian Ministry of Foreign Affairs (hereinafter referred to as the NMFA) 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 Norwegian 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 Norwegian Financial Mechanism 2009-2014:

- a. the Agreement between the Kingdom of Norway and the European Union on the Norwegian Financial Mechanism 2009-2014 (hereinafter referred to as the Agreement);
- b. the Regulation on the implementation of the Norwegian Financial Mechanism 2009-2014 (hereinafter referred to as the "Regulation") issued by Norway in accordance with Article 8(8) of the Agreement;
- c. the Memorandum of Understanding on the Implementation of the Norwegian Financial Mechanism 2009-2014 (hereinafter referred to as the "MoU"), entered into between the Kingdom of Norway and the Beneficiary State; and
- d. any guidelines adopted by the NMFA 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 Norwegian 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 NMFA 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 EEA 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 NMFA 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 NMFA of such signing.
2. The signed programme implementation agreement shall be identical to the draft programme implementation agreement confirmed by the NMFA 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 NMFA 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 NMFA.
2. Modifications that do not affect the objective, outcomes, outputs, indicators or targets of the Programme are permitted without NMFA'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 NMFA, the National Focal Point shall consult the NMFA 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 NMFA 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 NMFA 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 NMFA shall ensure that the National Focal Point is informed about communication between the NMFA 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 NMFA 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 NMFA 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 Norway.
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 NMFA 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 NMFA 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

The NMFA 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 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 NMFA 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 NMFA 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 NMFA, 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.

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 NMFA 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.

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 Norwegian Financial Mechanism 2009-2014 to the Programme in accordance with Article 8.8 of the Regulation.

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 NMFA 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 NMFA, 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.

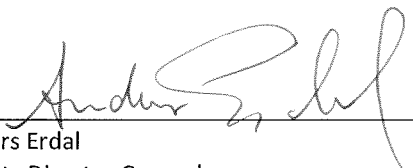
2. Nothing contained in the programme agreement shall be construed as imposing upon the NMFA or the FMO any responsibility of any kind for the supervision, execution, completion, or operation of the Programme or its projects.

3. The NMFA 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.

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

For the NMFA

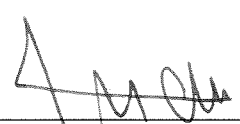
Signed in Bratislava on 6.XI.2012



 Anders Erdal
 Deputy Director General

For the National Focal Point

Signed in Bratislava on 6.XI.2012



 Igor Federič
 Head of the Government Office

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 NMFA 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 NMFA, its officials or employees, 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.

Annex I - Programme Decision

1. Expected Outcomes & Indicators for Outputs

Expected Outcome(s): Gender-based violence reduced

Output

Supported existing or building of new services designed specifically for women at risk of violence and experiencing violence and their children – women's shelters and counselling centres - throughout Slovakia; facilities that meet European standards, reflecting the human rights approach and specific needs of target group, recognizing the woman with the accumulation of disadvantages (ethnicity, nationality, health status, age ...)

Output indicator(s)	Baseline	Target	Source of Verification
Places in women's shelters according European standards (550 required places)	46	250	Monitoring reports of the supported shelters, yearly summary by CMC
Number of existing counselling centres supported	0	10	Monitoring reports of the supported shelters, yearly summary by CMC
Number of new counselling centres established	0	15	Monitoring reports of the supported shelters, yearly summary by CMC
The number of cases in which counselling to women victims of VaW has been provided per year	5000	10000	Counselling centres and crisis phone line statistics

Output

Established a coordinating methodical centre on the national level, which will serve as a "flagship" example of good practice, and will coordinate the activities of service provision and supporting institution on regional intervention teams level

Output indicator(s)	Baseline	Target	Source of Verification
Creation of the CMC	0	1	Monitoring report predefined project 2014
Number of experts involved in the CMC	0	8	Evaluation report predefined project 2016
Number of working regional intervention teams	1	8	Evaluation report predefined project 2016

Output

Trained helping professions participating in the operation of social and health services, police, courts etc. and developed methodologies, manuals for their training and education

Output indicator(s)	Baseline	Target	Source of Verification
Number of trainers available	10	20	Evaluation reports CMC
Trained professionals in the counselling centres	30	120	Evaluation reports CMC and individual projects
Trained supporting professions	100	500	Monitoring reports CMC
Number of trainings provided	0	40	Monitoring reports CMC
Number of manuals elaborated	0	5	Monitoring reports CMC
Trained law enforcement personnel, judges and prosecutors	0	200	Monitoring reports CMC

Output

Methodologies and guidelines for standard procedures for work in women's crisis intervention elaborated and piloted

Output indicator(s)	Baseline	Target	Source of Verification
Methodologies and standards elaborated	1	6	Monitoring reports CMC
Methodologies and standards implemented	1	6	Evaluation reports CMC Survey CMC

Output

Studies and statistics on violence against women methodologically supported and performed

Output indicator(s)	Baseline	Target	Source of Verification
Studies on VaW performed	0	2	Monitoring reports CMC
Yearly monitoring reports elaborated	0	3	Monitoring reports CMC

Output

Media and education campaigns performed

Output indicator(s)	Baseline	Target	Source of Verification
Media campaigns nation wide	0	1	Evaluation report CMC Media monitoring
Education – number of lectures provided	0	200	Monitoring reports CMC
Number of participants in the lectures	0	3000	Monitoring reports CMC
Number of curricula elaborated	0	5	Monitoring reports CMC

Expected Outcome(s): Domestic violence reduced

Output

Studies and statistics on domestic violence methodologically supported and performed, except gender-based violence

Output indicator(s)	Baseline	Target	Source of Verification
Studies and monitoring performed	0	2	Monitoring reports CMC

Output

Supported services for victims of domestic violence with institutional strengthening to improve the quality, range and availability of services

Output indicator(s)	Baseline	Target	Source of Verification
Number of existing counselling centres supported	0	5	Monitoring reports of the supported centres, yearly summary by CMC
The number of cases in which counselling to victims of domestic violence (except women experiencing violence in intimate partnership) has been provided	0	2000	Monitoring reports of the supported centres, yearly summary by CMC

Output

Elaborated methodologies and guidelines for standard procedures for work in crisis intervention and helping professions trained on the work with victims of domestic violence according the standards

Output indicator(s)	Baseline	Target	Source of Verification
Methodologies and standards elaborated	1	2	Evaluation report CMC
Number of trainers available	0	5	Evaluation report CMC
Trained professionals in the counselling centres	15	40	Monitoring reports CMC
Trained supporting professions	100	500	Evaluation report CMC
Number of trainings provided	0	40	Monitoring reports CMC
Number of manuals elaborated	0	3	Monitoring reports CMC

2. Conditions**2.1 General**

- 1) The National 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, output and outcome indicators shall be reported on in the annual report.
- 3) The National Focal Point shall ensure that the Programme Operator maintains accounting systems which clearly demarcate expenditures under this Programme from expenditures made under activities supported by the European Social Fund.
- 4) The National Focal Point shall ensure that the Programme Operator ensures that the Cooperation Committee includes members representing the relevant institutions in the Slovak Republic in charge of the policy area in question.

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): 12/09/2012-30/04/2017

Eligibility of programme proposal preparation costs: 16/11/2010-11/09/2012

3.2 Grant rate and co-financing

Programme estimated total cost (€)	€8,235,294
Programme estimated eligible cost (€)	€8,235,294
Programme grant rate (%)	85.0000%
Maximum amount of Programme grant (€)	€7,000,000

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

Budget heading	Eligible expenditure	Advance payment*
Programme management	€547,647	€136,912
Gender-based violence reduced	€6,938,803	€1,248,985
Domestic violence reduced	€596,492	€92,456
Fund for bilateral relations	€123,530	€37,059
Complementary action	€0	€0
Preparation of programme proposal	€28,822	€28,822
Reserve for exchange rate losses	€0	€0
Total	€8,235,294	€1,544,234

* The advance payment is composed of €1,312,599 in grant amount and €231,635 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	€46,550

3.5 Small Grant Scheme

Outcome	Gender-based violence reduced
Total Amount Reserved	€1,000,000
Grant Amount at Project Level	€5,000 – 170,000
Duration of the Project	3 – 38 months
Maximum Grant Rate at Project Level	90.00%
Outcome	Domestic violence reduced
Total Amount Reserved	€465,295
Grant Amount at Project Level	€5,000 – 170,000
Duration of the Project	3 – 38 months
Maximum Grant Rate at Project Level	90.00%

Annex II - Operational Rules

1. Eligibility

1.1 Eligible measures

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

The Donor Programme Partners are the Norwegian Directorate of Health (Helsedirektoratet) and the Council of Europe.

The Programme will:

- create a coordinated, systematic and sustainable strategy for an effective support to women experiencing violence and other victims of domestic violence;
- improve the quality standard of the provision of the specific assistance and helping professions for women experiencing violence or at risk of violence and their children in accordance with the Council of Europe standards for specific services;
- increase the regional and financial availability of effective, free of charge and gender sensitive services for women experiencing violence and victims of domestic violence through the support of existing NGOs and establishment of new women's shelters and counselling centres;
- train professionals within the field;
- improve the level of knowledge base by the experts and information level by media, education system and general public.

The following measures will be supported under the Programme:

- Measure 1: Creation of women's shelters
- Measure 2: Creation of new services for women at risk of violence and experiencing violence and their children – Counselling Centres (Small Grant Scheme)
- Measure 3: Support of existing Counselling Centres for victims of domestic violence (Small Grant Scheme)
- Measure 4: Support of existing Counselling Centres for women at risk of violence and experiencing violence and their children

1.2 Eligible applicants:

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

Measure 1:

- Registered providers of social care.

Measure 2:

- Any legal entities which are currently not active in the field of provision of social services in the field of violence against women.

Measure 3:

- Registered providers of social care active in the field of provision of social services within the field of domestic violence.

Measure 4:

- Informal consortia of registered providers of social care, with one Project Promoter and at least 3 partners, whereby one of the partners does not have to be a registered provider of social care, but shall be active in the respective field.

1.3 Special rules on eligibility of costs:

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

In-kind contributions made in accordance with Article 5.4.5 of the Regulation may be made for projects implemented by NGOs, as defined in Article 1.5.1(m) of the Regulation. Such contributions shall not amount to more than 50% of the co-financing provided by project promoters and will be calculated on the basis of the appropriate unit price identified in the official results of the statistical survey of labour costs carried out on the behalf of the Ministry of Labour, Social Affairs and Family of the Slovak Republic.

2. Financial parameters

2.1 Minimum and maximum grant amount per project:

Measure 1: The minimum amount of grant assistance applied for is €170,000; the maximum amount is €1,000,000.

Measure 2 (Small Grant Scheme): The minimum amount of grant assistance applied for is €5,000; the maximum amount is €170,000.

Measure 3: (Small Grant Scheme): The minimum amount of grant assistance applied for is €5,000; the maximum amount is €170,000.

Measure 4: The minimum amount of grant assistance applied for is €170,000; the maximum amount is €600,000.

2.2 Project grant rate:

Grants from the Programme will not exceed 90% of total eligible project costs in case of NGOs and 85% in case of public or other private institutions, and will be determined in accordance with Article 5.4.2 of the Regulation. The remaining costs of the project shall be provided or obtained by the Project Promoter.

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:

There shall be two open calls for applications for the total re-granting amount of €5,665,295.

The first call shall be launched no later than in the first quarter of 2013. It shall have two parts: the first part shall make available €3,000,000 for measure 1; the second part shall make available €1,465,295, of which €1,000,000 for measure 2, and €465,295 for measure 3. The call shall be open at least for 2 months.

The second call shall be launched no later than in the third quarter of 2014. It shall make available €1,200,000 for measure 4. The call shall be open at least for 2 months.

In case of an insufficient number of applications, insufficient value, or insufficient quality of the applications submitted in the planned first call, the Programme Operator may transfer any unallocated funds to the second call.

3.3 Selection criteria:

The following selection criteria will be taken into account:

General criteria

Relevance

- Relevance on the Programme's objectives
- Relevance with the focus of the call for proposals
- Description of quality of providing services and measures
- Project's value to the target groups with the specific approach to vulnerable groups, including Roma - and other minorities, if relevant for the region.

Methodology (processing quality of the project)

- Project is logical, transparent and realizable
- Activities are well defined, justified and necessary to achieve the Programme's objectives
- Verifiability (quality of indicators)

Budget

- Clearness and strictness
- Efficiency, appropriate expenditures and co-financing

Management

- Previous experience
- Expertness
- Management's capacity

Added value

- Innovation (new possibilities of solutions and practice)
- Project applies multi sector and community principles

Cross cutting priorities

- Good governance

- Environmental considerations
- Social and economic sustainability
- Gender equality
- Equal opportunities, including consideration of specific needs of vulnerable groups (e.g. Roma and other minorities, disabled persons etc.)
- Bilateral relations

Specific selection criteria

All calls shall include specific selection criteria to ensure that the specific needs of vulnerable groups, including Roma, are addressed.

Additional selection criteria apply to the different measures:

Measure 1

- Need of women's shelter creation in the region
- Spatial condition of the facility
- Range of provided services (including services and outreach to vulnerable groups) and measures necessary for the shelter's operation
- Registered service providers or providers with accreditation of the Ministry of Labour, Social Affairs and Family of the Slovak Republic
- Sustainability of the project in terms of ownership and other rights to property

Measure 2

- Needs of counselling centre creation in the region
- Range of provided services and measures necessary for the counselling centres' operation
- Qualification

Measures 3 and 4

- Registered service providers or providers with accreditation of the Ministry of Labour, Social Affairs and Family of the Slovak Republic
- Range of provided services and measures necessary for the counselling centres' operation

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

The level of advance installments 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 / 1st Adv Payment / 2nd Adv Payment / 3rd Adv Payment / 4th Adv Payment / Final Payment (reimbursement)

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

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

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

In duly justified cases a Project Promoter may receive exceptional payments as advance installments 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 programme's 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:

- Each project with total eligible expenses exceeding €1,000,000 must be monitored at least once a year.
- Projects with allocation less than €1,000,000 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/violence and www.norwaygrants.sk/violence.

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.

€15,000 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 Norway, 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 NMFA. Eligible costs are defined in Article 7.7 of the Regulation.

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

Measure A: 30% of the bilateral fund shall be used for activities and initiatives including the search for project partners in Norway prior to or during the preparation of a project application, the development of partnerships, and the preparation of project applications for a Donor partnership project.

Measure B: 70% of the bilateral fund shall be used for activities and initiatives including networking, exchange, sharing, and transfer of knowledge, technology, experience and best practices between the Project Promoters and entities in Norway.

Eligible applicants for funding under measure A are:

- potential Project Promoters; and
- potential Donor Project Partners

Eligible applicants for funding under measure B are:

- Programme Operator;
- Donor Programme Partners if they are involved in activities initiated by Project Promoters and / or Donor Project Partners;
- Project Promoters; and
- Donor Project Partners.

The eligible activities of the bilateral fund are:

- fees and travel expenses to attend conferences, seminars, meetings and workshops (measures A and B);
- costs of conferences, seminars, meetings and workshops (measures A and B);
- study trips (measures A and B);
- travel and labour costs for visits by experts (measures A and B);
- preparation of feasibility studies and financial and economic analysis (measure A);
- purchase of data necessary for preparation of application (measure A); and
- external consultancy (measures A and B).

For the selection / verification of projects for funding under the bilateral fund the Programme Operator applies the FIFO system (first in first out) in order to ensure a quick and effective procedure. The disbursement is limited and subject to the:

- results of the application verification process of the Programme;
- availability of resources within the Bilateral fund; and
- the results achieved (RBM) – according to criteria specified by special provisions.

The maximum grant rate is 100% of eligible costs. The minimum grant amount is €1,000; the maximum grant amount is €10,000.

5.2 Complementary action

Not applicable.

5.3 Reserve for exchange rate losses

Not applicable.

5.4 Small Grant Schemes

Measures 2 and 3 shall be organised as Small Grant Schemes.

For information regarding the minimum and maximum amounts and the organisation of open calls and availability of funds, as well as the selection criteria and procedures, reference is made to the relevant sections above.

6. Pre-defined projects

The Programme includes one pre-defined project.

Coordinating Methodical Centre for prevention and elimination of violence against women and domestic violence

Project Promoter: Ministry of Labour, Social Affairs and Family of the Slovak Republic

Maximum Contribution from the Programme: €1,870,000

Total estimated project cost: €2,200,000

Grant Rate: 85%

Description: The project is designed to help to address the missing systematic approach on violence against women and domestic violence by creating a Coordinating Methodical Centre (CMC) within the Ministry of Labour, Social Affairs and Family. The centre will act in coordination with the Department of Gender Equality and Equal Opportunities responsible for the issue of violence against women in Slovakia. The goal of the CMC will be to develop, implement and coordinate a comprehensive national policy for the area of prevention, intervention and elimination of violence against women in accordance with Council of Europe Convention on preventing and combating violence against women and domestic violence.

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 06 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.

