EEA Financial Mechanism 2014-2021

PROGRAMME AGREEMENT

between

The Financial Mechanism Committee
established by Iceland, Liechtenstein and Norway

and

The International Relations Department, Ministry of Finance of the Czech Republic,
hereinafter referred to as the "National Focal Point",
representing Czech Republic,
hereinafter referred to as the "Beneficiary State"

together hereinafter referred to as the "Parties"

for the financing of the Programme "Education"

hereinafter referred to as the "Programme"

Chapter 1
Scope, Legal Framework, and Definitions

Article 1.1
Scope

This programme agreement between the Financial Mechanism Committee (hereinafter referred to as the FMC) and the National Focal Point lays down the rights and obligations of the Parties regarding the implementation of the Programme and the financial contribution from the EEA Financial Mechanism 2014-2021 to the Programme.

Article 1.2
Legal Framework

1. This programme agreement shall be read in conjunction with the following documents which, together with this programme agreement, constitute the legal framework of the EEA Financial Mechanism 2014-2021:

(a) Protocol 38c to the EEA Agreement on the EEA Financial Mechanism 2014-2021;

(b) the Regulation on the implementation of the EEA Financial Mechanism 2014-2021 (hereinafter referred to as the "Regulation") issued by the Donor States in accordance with Article 10(5) of Protocol 38c;

(c) the Memorandum of Understanding on the Implementation of the EEA Financial Mechanism 2014-2021 (hereinafter referred to as the "MoU"), entered into between the Donor States and the Beneficiary State; and

(d) any guidelines adopted by the FMC in accordance with the Regulation.

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

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

Article 1.3
Definitions

Terms used and institutions and documents referred to in this programme agreement shall be understood in accordance with the Regulation, in particular Article 1.6 thereof, and the legal framework referred to in Article 1.2 of this programme agreement.

Article 1.4
Annexes and hierarchy of documents

1. Annexes attached hereto form an integral part of this programme agreement. Any reference to this programme agreement includes a reference to its annexes unless otherwise stated or clear from the context.

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

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

Chapter 2
The Programme

Article 2.1
Co-operation

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

2. The Parties agree to provide all information necessary for the good functioning of this programme agreement and to apply the principles of implementation as set out in the Regulation.

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

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

Article 2.2
Main responsibilities of the Parties

1. The National Focal Point is responsible and accountable for the overall management of the EEA Financial Mechanism 2014-2021 in the Beneficiary State and for the full and correct implementation of

this programme agreement. In particular, the National Focal Point undertakes to:

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

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

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

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

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

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

Article 2.3
Objective and outcomes of the Programme

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

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

Article 2.4
Programme grant

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

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

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

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

(b) indicate the agreed advance payment, if any.

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

Article 2.5
Special conditions and programme specific rules

1. This programme agreement shall list any conditions set by the FMC with reference to paragraph 2 of Article 6.3 of the Regulation. The National Focal Point shall ensure compliance with these conditions and take the necessary steps to ensure their fulfilment.

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

Article 2.6
Programme implementation agreement

With reference to Article 6.8 of the Regulation and without prejudice to paragraph 2 thereof, the National Focal Point shall, before any payment is made to the Programme, sign a programme implementation agreement with the Programme Operator. The National Focal Point shall notify the FMC of such signing.

Article 2.7
Reporting

The National Focal Point shall ensure that the Programme Operator provides financial reports, annual programme reports and a final programme report in accordance with Chapter 9 and Articles 6.11 and 6.12 of the Regulation as well as statistical reporting in accordance with guidelines adopted by the FMC.

Article 2.8
External monitoring

The external monitoring and audit referred to in Articles 11.1, 11.2, 11.3 and 11.4 of the Regulation shall not in any way relieve the National Focal Point or the Programme Operator of their obligations under the legal framework regarding monitoring of the Programme and/or its projects, financial control and audit.

Article 2.9
Modification of the Programme

1. Unless otherwise explicitly stipulated in this programme agreement, any modification of the Programme is subject to prior approval by the FMC.

2. Programme specific exceptions from paragraph 1, if any, are set in the annexes to this programme agreement.

3. Expenditures incurred in breach of this article are not eligible.

4. Should there be a doubt as to whether the proposed modifications require approval by the FMC, the National Focal Point shall consult the FMC before such modifications take effect.

5. Requests for modifications shall be submitted and assessed in accordance with Article 6.9 of the Regulation.

Article 2.10
Communication

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

2. To the extent that original documents are not available in the English language, the documents shall be accompanied by full and accurate translations into English. The National Focal Point shall bear the responsibility for the accuracy of the translation that it provides and the possible consequences that might arise from any inaccurate translations.

Article 2.11
Contact information

1. The contact information of the Programme Operator is as specified in this programme agreement.

2. The contact information for the FMC and the Financial Mechanism Office are:

Financial Mechanism Office
Att: Director
EFTA Secretariat
Rue Joseph II, 12-16
1000 Brussels
Telephone: +32 (0)2 286 1701
Telefax (general): +32 (0)2 211 1889
E-mail: fmo@efta.int

3. Changes of or corrections to the contact information referred to in this article shall be given in writing without undue delay by the Parties to this programme agreement.

Article 2.12
Representations and Warranties

1. This programme agreement and the awarding of the programme grant is based on information provided by, through, or on behalf of the National Focal Point to the FMC prior to the signing of this programme agreement.

2. The National Focal Point represents and warrants that the information provided by, through, or on behalf of the National Focal Point, in connection with the implementation or conclusion of this programme agreement are authentic, accurate and complete.

Chapter 3
Projects

Article 3.1
Selection of projects and award of grants

1. The National Focal Point shall ensure that the Programme Operator selects projects in accordance with Chapter 7 of the Regulation and this programme agreement.

2. Eligibility of project promoters and project partners is stipulated in Article 7.2 of the Regulation and, in accordance with paragraph 4 thereof, subject only to the limitations stipulated in this programme agreement.

3. Pre-defined projects shall be outlined in this programme agreement.

4. The National Focal Point shall take proactive steps to ensure that the Programme Operator complies fully with Article 7.5 of the Regulation.

Article 3.2
Project contract

1. For each approved project a project contract shall be concluded between the Programme Operator and the Project Promoter.

2. In cases where a project contract cannot, due to provisions in the national legislation, be made between the Programme Operator and the Project Promoter, the Beneficiary State may instead issue a legislative or administrative act of similar effect and content.

3. The content and form or the project contract shall comply with Article 7.6 of the Regulation.

4. The National Focal Point shall ensure that the obligations of the Project Promoter under the project

contract are valid and enforceable under the applicable law of the Beneficiary State.

Article 3.3
Project partners and partnership agreements

1. A project may be implemented in a partnership between the Project Promoter and project partners as defined in paragraph 1(w) of Article 1.6 of the Regulation. If a project is implemented in such a partnership, the Project Promoter shall sign a partnership agreement with the project partners with the content and in the form stipulated in Article 7.7 of the Regulation.

2. The partnership agreement shall be in English if one of the parties to the agreement is an entity from the Donor States.

3. The eligibility of expenditures incurred by a project partner is subject to the same limitations as would apply if the expenditures were incurred by the Project Promoter.

4. The creation and implementation of the relationship between the Project Promoter and the project partner shall comply with the applicable national and European Union law on public procurement as well as Article 8.15 of the Regulation.

5. The National Focal Point shall ensure that the Programme Operator verifies that the partnership agreement complies with this article. A draft partnership agreement or letter of intent shall be submitted to the Programme Operator before the signing of the project contract.

Chapter 4
Finance

Article 4.1
Eligible expenditures

1. Subject to Article 8.7 of the Regulation, eligible expenditures of this Programme are:

(a) management costs of the Programme Operator in accordance with the detailed budget in the financial plan;

(b) payments to projects within this Programme in accordance with the Regulation, this programme agreement and the project contract.

2. Eligible expenditures of projects are those actually incurred by the Project Promoter or project partners, meet the criteria set in Article 8.2 of the Regulation and fall within the categories and fulfil the conditions of direct eligible expenditure set in Article 8.3 of the Regulation, the conditions regarding the use of standard scales of unit costs set in Article 8.4 of the Regulation as well as indirect costs in accordance with Article 8.5 of the Regulation.

4. The first date of eligibility of expenditures in projects shall be set in the project contract in accordance with Article 8.13 of the Regulation. The first date of eligibility of any pre-defined projects shall be no earlier than the date on which the National Focal Point notifies the FMC of a positive appraisal of the pre-defined projects by the Programme Operator in accordance with paragraph 3 of Article 6.5 of the Regulation.

5. The maximum eligible costs of the categories referred to in paragraph 1 are set in this programme agreement. Programme specific rules on the eligibility of expenditure set in this programme agreement shall be complied with.

Article 4.2
Proof of expenditure

Costs incurred by Programme Operators, Project Promoters and project partners shall be supported by documentary evidence as required in Article 8.12 of the Regulation.

Article 4.3
Payments

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

2. Payments to the Programme shall take the form of an advance payment, interim payments and payment of the final balance and shall be made in accordance with Articles 9.2, 9.3 and 9.4 of the Regulation.

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

4. The National Focal Point shall ensure that payments are transferred in accordance with paragraph 2 of Article 9.1 of the Regulation.

5. Chapter 9 of the Regulation shall apply to all aspects related to payments, including currency exchange rules and handling of interests on bank accounts.

Article 4.4
Transparency and availability of documents

The National Focal Point shall ensure an audit trail for financial contributions from the EEA Financial

Mechanism 2014-2021 to the Programme in accordance with Article 9.8 of the Regulation.

Article 4.5
Irregularities, suspension and reimbursements

The FMC has the right to make use of the remedies provided in the Regulation, in particular Chapter 13 thereof. The National Focal Point has a duty to take all necessary measures to ensure that the provisions in Chapter 12 and 13 of the Regulation regarding irregularities, suspension of payments, financial corrections and reimbursement are complied with.

Chapter 5
Final provisions

Article 5.1
Dispute settlement

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

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

Article 5.2
Termination

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

(a) a general suspension decision according to Article 13.6 of the Regulation or a decision to suspend payments according to paragraph 1(h) of Article 13.1 of the Regulation has not been lifted within 6 months of such a decision;

(b) a suspension of payments according to Article 13.1 of the Regulation, other than under paragraph 1(h), has not been lifted within one year of such a decision;

(c) a request for reimbursement according to Article 13.2 of the Regulation has not been complied with within one year from such a decision;

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

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

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

3. Termination does not affect the right of the Parties to make use of the dispute settlement mechanism referred to in Article 5.1 or the right of the FMC to make use of the remedies provided in Chapter 13 of the Regulation.

Article 5.3
Waiver of responsibility

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

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

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

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

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

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

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

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

Article 5.4
Entry into force and duration

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

For the Donors	For the National Focal Point
Signed in Prague on 21/11/2018	Signed in Prague on 21/11/2018
.....	.....
Niels Engelschiøn Chairman EEA Financial Mechanism Committee	Zuzana Matyášová Director International Relations Department Ministry of Finance of the Czech Republic

Annex I to the Programme Agreement

Programme Operators and Partners	
Programme Operator:	Czech National Agency for International Education and Research
Donor Programme Partner:	Directorate for Higher Education and Skills (HK-DIR) National Agency for International Education Affairs (AIBA)
IPO:	-
Other Programme Partner(s):	-

Programme Objective	Enhanced human capital and knowledge base

PA	Outcome/Output	Expected programme results	Indicator	Disaggregation	Unit of measurement	Source of verification	Frequency of reporting	Baseline values	Baseline year	Target value
PA03	Outcome 1	Strengthened institutional cooperation at all levels of education, with a special focus on democracy and citizenship education	Level of satisfaction with institutional cooperation	N/A	Scale 1-5	Survey results	Annually (APR)	N/A	N/A	3.5[1]
			Number of institutions which apply new methods for democracy and citizenship education	N/A	Cumulative number	Project Promoter's records, Monitoring visits of a sample of projects	Annually (APR)	0	N/A	36
			Number of institutions which apply new methods for inclusive education (including Roma inclusion)	N/A	Cumulative number	Project Promoter's records, Monitoring visits of a sample of projects	Annually (APR)	0	N/A	15
			Number of intellectual outputs generated by institutional cooperation	N/A	Cumulative number	Project Promoter's records	Annually (APR)	0	N/A	52

[1] Target is ≥3.5

			projects (joint curricula, learning resources, etc.)							
	Output 1.1	Knowledge and good practice shared	Number of peer-learning activities carried out (workshops, seminars, round tables, etc.)	N/A	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	25
			Number of people attending peer-learning activities	N/A	Cumulative number	Project Promoter's records, Attendance sheets where applicable	Semi-annually (APR and September IFR)	0	N/A	330
PA03	Outcome 2	Improved skills and competences of students, staff and other educational experts at all levels of education (mobility)	Level of overall satisfaction with mobility period	N/A	Scale 1-5	Final individual reports	Annually (APR)	N/A	N/A	4[2]
			Share of students who declare improved skills and competences through mobility	N/A	Percentage	Final individual reports	Annually (APR)	N/A	N/A	80 %
			Share of mobile staff and educational experts who declare that they have acquired new knowledge through mobility	N/A	Percentage	Final individual reports	Annually (APR)	N/A	N/A	80 %
			Number of ECTS credits received by the higher education students in mobility projects	N/A	Cumulative number	Project Promoter's records, Transcript of Records	Annually (APR)	0	N/A	300
	Output 2.1	Short-term learning mobility of students in secondary and	Number of students from the Beneficiary State participating in exchanges in secondary and higher education[3]	Donor State, Gender, Roma, Type of exchange	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	160

[2] Target is ≥4

[3] PhD students can be included in the Number of students.

		higher education between the Czech Republic and donor states realised	Number of students from the Donor States participating in exchanges in secondary and higher education[4]	Donor State, Gender, Type of exchange	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	70
	Output 2.2	Mobility of staff and other educational experts at all levels of education between the Czech Republic and donor states realised	Number of staff and educational experts from the Beneficiary State participating in exchanges	Donor State, Gender, Type of exchange	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	120
			Number of staff and educational experts from the Donor States participating in exchanges	Donor State, Gender, Type of exchange	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	60
PA03	Outcome 3	Improved quality of work-based learning and youth entrepreneurship	Level of satisfaction with the partnerships and cooperation developed between VET institutions and companies	N/A	Scale 1-5	Survey results	Annually (APR)	N/A	N/A	3.5[5]
			Share of staff in participating VET institutions who declare improved skills and competences	N/A	Percentage	Final Individual reports	Annually (APR)	N/A	N/A	80 %
			Share of company tutors who declare improved skills and competences	N/A	Percentage	Final Individual reports	Annually (APR)	N/A	N/A	80 %
			Share of participating VET students who declare to be better aware of youth entrepreneurship opportunities	N/A	Percentage	Survey results	Annually (APR)	N/A	N/A	80 %
	Output 3.1	Joint partnerships between VET	Number of partnerships established, following the ECVET requirements	N/A	Cumulative number	Project Promoter's records	Semi-annually (APR and	0	N/A	7

[4] PhD students can be included in the Number of students.
[5] Target is ≥3.5

		schools and companies implemented					September IFR)			
			Number of staff (VET teachers and tutors) from the Beneficiary State participating in study visits in VET	Gender, Donor State	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	20
			Number of staff (VET teachers and tutors) from the Donor States participating in study visits in VET	Gender, Donor State	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	10
			Number of curricula re-designed by the VET schools and companies to match the needs of the local labour market	N/A	Cumulative number	Project Promoter's records, Monitoring visits of a sample of projects	Semi-annually (APR and September IFR)	0	N/A	2
	Output 3.2	Joint projects fostering youth entrepreneurship through education and training implemented	Number of VET students receiving training to support the sense of entrepreneurship	Roma	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	40
			Number of training modules/courses for teachers and tutors realised	N/A	Cumulative number	Project Promoter's records, copies of training materials	Semi-annually (APR and September IFR)	0	N/A	5
PA03	Outcome 4	Increased inclusion of disadvantaged groups including the Roma population (inclusive education)	Share of teachers/multipliers who declare better skills/competencies related to inclusive education	N/A	Percentage	Survey results	Annually (APR)	N/A	N/A	70 %
			Number of students benefitting from improved skills of the teachers	Gender, Roma	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	1,000

	Output 4.1	Training of teachers on topics related to inclusive education completed	Number of teachers/multipliers trained in methodology of inclusive education	Gender	Cumulative number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	40
			Number of teachers/multipliers trained in methodology contributing to Roma inclusion	Gender	Cumulative number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	30
PA03	Bilateral Outcome	Enhanced collaboration between beneficiary and donor state entities involved in the programme	Level of satisfaction with the partnership	N/A	Scale 1-7	Survey results	Annually (APR)	6.47[6]	2023[7]	4.5[8]
			Level of trust between cooperating entities in Beneficiary States and Donor States	N/A	Scale 1-7	Survey results	Annually (APR)	6.54[9]	2023[10]	4.5[11]
			Number of letters of intent on future collaboration agreements	Donor State	Cumulative number	Copies of letters of intent on future collaboration	Annually (APR)	0	N/A	15
			Share of cooperating organisations that apply the knowledge acquired from bilateral partnership	N/A	Percentage	Survey results	Annually (APR)	N/A	N/A	50 %[12]
	Bilateral Output 1	Bilateral partnerships supported	Number of projects involving cooperation with a donor project partner	N/A	Cumulative number	Copies of contracts concluded with Project Promoters, Partnership	Semi-annually (APR and September IFR)	0	N/A	170

[6] Survey carried out on behalf of the FMO
[7] Update is in line with the most recent data
[8] Target is ≥4.5 and an increase on the baseline
[9] Survey carried out on behalf of the FMO
[10] Updated in line with the most recent data.
[11] Target is ≥4.5 and an increase on the baseline
[12] Target is ≥50%

						agreements between Project Promoters and project partners				

Conditions

General

The National Focal Point shall report on the overall progress made towards addressing the mainstream concern on Roma inclusion on a yearly basis as described in the specific concerns of the Memorandum of Understanding.

Pre-eligibility

Not applicable

Pre-payment

Not applicable

Pre-completion

Not applicable

Post-completion

Not applicable

Eligibility of costs - period	**First date**	**Final date**
Eligibility of costs	05/09/2017	30/04/2025
Grant rate and co-financing		
Programme eligible expenditure (€)		€ 7,647,059
Programme grant rate (%)		85.00 %
Maximum amount of Programme grant - EEA Financial Mechanism (€)		€ 6,500,000
Maximum amount of Programme grant - Norwegian Financial Mechanism (€)		-
Maximum amount of Programme grant - Total (€)		€ 6,500,000

PA	Budget Heading	EEA Grants	Total grant	Programme grant rate	Programme co-financing	Programme eligible expenditure	Advance payment
PA03	Programme management	€ 650,000	€ 650,000	85.00 %	€ 114,706	€ 764,706	n/a
PA03	Outcome 1 (EEA Grants)	€ 3,410,715	€ 3,410,715	85.00 %	€ 601,891	€ 4,012,606	n/a
PA03	Outcome 2 (EEA Grants)	€ 1,711,743	€ 1,711,743	85.00 %	€ 302,072	€ 2,013,815	n/a
PA03	Outcome 3 (EEA Grants)	€ 222,147	€ 222,147	85.00 %	€ 39,202	€ 261,349	n/a
PA03	Outcome 4 (EEA Grants)	€ 505,395	€ 505,395	85.00 %	€ 89,187	€ 594,582	n/a
Total		**€ 6,500,000**	**€ 6,500,000**	**85.00 %**	**€ 1,147,059**	**€ 7,647,059**	**€ 0**

Retention of management costs	
Retention of management costs - Percentage of the management costs	10.00 %
Retention of management costs - Planned Euro value	€ 76,471

Education

Operational rules (Annex II)

1. **Programme summary**

This Annex sets out the operational rules for the programme. The programme agreement is based on the MoUs, the concept note, and comments made by the FMC. Commitments, statements and guarantees, explicit as well as implicit, made in the concept note, are binding for the National Focal Point and the Programme Operator unless otherwise explicitly stipulated in the annexes to this programme agreement.

The Programme Operator (PO) is the Czech National Agency for International Education and Research – Dům zahraniční spolupráce (DZS). The Norwegian Agency for International Cooperation and Quality enhancement in Higher Education (Diku, formerly SIU) and the National Agency for International Education Affairs (AIBA) are the Donor Programme Partners (DPP).

The Programme objective: "***Enhanced human capital and knowledge base"*** shall be attained through projects to be selected as a result of 13 calls for proposals. Calls for proposals shall be launched on annual basis, under each of the following four outcomes:

- ***Strengthened institutional cooperation at all levels of education, with a special focus on democracy and citizenship education (Outcome 1)***

Institutional cooperation projects between Czech Republic and Donor State institutions at all levels of education will aim to i) modernise or innovate the curricula and develop joint study programmes and courses, or ii) support the development and transfer of innovative practices through peer learning and exchange of good practice in the field of teaching methodologies.

Democracy and citizenship education as well as inclusive education (including Roma inclusion) will be prioritized topics receiving extra points in the selection process.

- ***Improved skills and competences of students, staff and other educational experts at all levels of education (mobility) (Outcome 2)***

Mobility projects between Czech Republic and Donor State institutions will support i) students in secondary and higher education and ii) teaching and non-teaching staff and other educational experts (policy makers) at all levels of education in the acquisition of learning outcomes (knowledge, skills and competences) with a view to improving their personal and professional development.

Mobility projects which suggest awarding extra points to students from disadvantaged groups[1], when selecting those students, will be prioritised in the selection process.

- ***Improved quality of work-based learning and youth entrepreneurship (Outcome 3)***

Vocational education projects contributing to this outcome shall support two types of activities:

a) Development of joint projects between VET schools from the Czech Republic and the Donor States and companies with an aim at i) increasing the capacity of VET staff and company tutors or ii) re-designing curricula to match the needs of the local labour market.

b) Development of joint projects between VET schools from the Czech Republic and the Donor States fostering youth entrepreneurship through education and training.

- ***Increased inclusion of disadvantaged groups including the Roma population (inclusive education) (Outcome 4***)

Joint projects between education institutions from the Czech Republic and the Donor States seeking to develop the competences and classroom-based skills of education professionals and multipliers, in particular those tasked with supporting inclusive approaches and working with Roma students.

Roma inclusion will be a priority topic (receiving extra points in the selection process under the relevant award criterion) with a special allocation in Calls under this Outcome and for projects on training of teachers working with Roma students. 40% of the total amount for this Outcome will be set aside for projects targeting Roma inclusion.

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[1] 1 Disadvantaged groups = children with special needs i.e. with disabilities and physical or social disadvantages (including, but not limited to Roma)

2. Eligibility

2.1 Eligible applicants:

The rules of eligibility of project promoters and project partners are set in Article 7.2 of the Regulation.

The following limitations shall be placed:

	Eligible applicants (project promoters)	Eligible project partners
Outcome 1	Czech pre-primary, primary and secondary schools listed in the register of the Ministry of Education, Youth and Sports of the Czech Republic and Czech higher education institutions possessing an (ECHE)[1]	Legal entities established in the Donors States and the Czech Republic Legal entities from other Beneficiary States may participate as non-financed partner

Outcome 2	Czech pre-primary, primary and secondary schools listed in the register of the Ministry of Education, Youth and Sports of the Czech Republic, Czech higher education institutions possessing an (ECHE), Czech national educational institutions, Czech regional authorities and municipalities acting in the area of education	Legal entities established in the Donors States VET-institutions in Switzerland, with a specific cooperation agreement with Liechtenstein Swiss universities with respect to students and staff of Liechtenstein nationality
Outcome 3	Czech secondary and higher vocational schools listed in the register of the Ministry of Education, Youth and Sports of the Czech Republic	Enterprises registered in the Czech Republic, including private and public legal entities Legal entities established in the Donors States VET-institutions in Switzerland, with a specific cooperation agreement with Liechtenstein
Outcome 4	Czech educational NGOs, Czech public institutions, Czech pre-primary, primary and secondary schools listed in the register of the Ministry of Education, Youth and Sports of the Czech Republic, and Czech higher education institutions possessing an (ECHE)	Legal entities established in the Donors States and the Czech Republic Legal entities from other Beneficiary States may participate as non-financed partner

Partnership with entities from the Donors States is mandatory within all projects selected under all Outcomes.

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[1] Erasmus Charter for Higher Education

2.2 Special rules on eligibility of costs:
Chapter 8 of the Regulation contains the rules on eligibility of costs. The following exceptions are made:

In line with Article 8.4 of the Regulation, the project grant will take the form of the standard scales of unit costs contained in the Guideline for Educational programmes and/or in the Erasmus+ programme Guide, as amended from time to time.

Expenditure actually incurred by project promoters or project partners shall not be eligible except in the case of special needs support and other exceptional costs specifically approved by the Programme Operator.

Indirect costs shall not be eligible in projects.

3. Bilateral relations

3.1 Bilateral relations

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

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

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

4. Selection of projects and financial parameters

4.1 Open calls and availability of funds (including number of calls, duration of calls, and estimated size):

Calls shall be launched under each outcome on an annual basis, in accordance with the timetable indicated below. The amount made available per outcome/call shall be as stipulated below. Amounts uncommitted following one call may be transferred to subsequent calls under the same outcome. Savings in projects shall be made available to subsequent calls under the same outcome.

Call	Outcome	Estimated timing of the call	Total available amount	Minimum grant applied for	Maximum grant applied for
Call 1	Outcome 1	Q4 2018	€680,000	€20,000	€150,000
Call 2		Q4 2019	€850,000	€20,000	€150,000
Call 3		Q4 2020	€1,448,283	€20,000	€150,000
Call 4		Q4 2021	€1,149,982	€20,000	€150,000
Call 1	Outcome 2	Q4 2018	€680,000	€1,500	€100,000
Call 2		Q4 2019	€850,000	€1,500	€100,000
Call 3		Q4 2020	€822,941	€1,500	€100,000
Call 1	Outcome 3	Q4 2018	€350 000	€10,000	€50,000
Call 2		Q4 2019	€415 000	€10,000	€50,000
Call 3		Q4 2020	€411 471	€10,000	€50,000

Call 1	Outcome 4	O1 2019	€227 500	€50,000	€200,000
Call 2		Q4 2019	€424 155	€50,000	€200,000
Call 3		Q3 2020	€348 345	€50,000	€200,000

4.2 Selection procedures:
The selection procedure outlined in Annex 2 to the Guideline for Educational Programme shall be followed in selecting projects of the calls for proposals launched under the Programme's outcomes.

The role of the Donor Programme Partners in the selection procedure shall be in line with the Regulation. The Donor Programme Partners shall be full members of the Selection Committee, with the right to vote.

4.3 Project grant rate:
Grants to all projects from the programme may be up to 100% of total eligible expenditure of the project. In the case of projects where the project promoter is an NGO or a social partner as defined in Article 1.6 of the Regulation, the project grant rate maybe up to 90% of the total eligible expenditure of the project. The project grant rate shall in all cases be set at a level that complies with the State Aid rules in force and takes into account any and all other forms of public support granted to projects.

Any remaining costs of the project shall be provided or obtained by the project promoter.

5. Additional mechanisms within the Programme
5.1 Pre-defined projects
N/A

5.2 Financial Instruments
N/A

6. Programme Management
6.1 Payment flows
The Programme Operator shall ensure that payments to projects are made in a timely manner. Interim and final payments to the projects shall be based on approved project reports.

Payments of the project grant shall take the form of advance payments, interim payments and a final payment. The level of advance payment to projects shall be set out in the project contract.

The level of advance payments to be provided to project promoters shall be linked to the type of project and to duration as follows:

	Project Implementation Duration	First Advance Payment	Second Advance Payment	Final Payment (reimbursement)
Outcome 1 (ICP)	12 Months	80%		20%

	24 Months	40%	40%	20%
	18 Months	40%	40%	20%
Outcome 2 (mobility projects)	13 Months	80%	20%	
Outcome 3 (VET)	13 Months	80%		20%
Outcome 4 (inclusive education)	12 Months	80%		20%
	24 Months	40%	40%	20%

The first advance instalment, a percentage of the total grant amount, shall be paid within 1 month following the signature of the project contract.

Subsequent payments shall be paid within 1 month after the approval of project interim reports.

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

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

The periodicity of reporting periods, and deadlines for reporting will be further detailed in the description of the Programme Operator's management and control systems.

6.2 Verification of payment claims

Project promoters shall submit interim (if applicable) and final project reports containing information on project progress and incurred expenditure.

In line with point i) of Article 5.6.2 of the Regulation incurred expenditure reported shall be subject to administrative verifications, before the report is approved. Verifications to be carried out shall cover administrative, financial, technical and physical aspects of projects, as appropriate and be in accordance with the principle of proportionality.

Additionally, in line with point ii) of Article 5.6.2 of the Regulation on–the-spot verifications of projects, which may be carried out on a sample basis, shall be carried out.

The detailed procedure for verification will be further detailed in the description of the Programme Operator's management and control systems.

6.3 Monitoring and reporting

The Programme Operator shall monitor, record and report on progress towards the programme's outcomes in accordance with provisions contained in the legal framework. The Programme Operator shall ensure that suitable and sufficient monitoring and reporting arrangement are made with the project promoters in order to enable the Programme Operator and the National Focal Point to meet its obligation to the Donors States.

When reporting on progress achieved in Annual and Final programme Reports, the Programme Operator shall disaggregate results achieved as appropriate and in accordance with instructions and templates received from the FMO.

The Programme Operator shall report on relevant project activities involving education and training on Democracy and Citizenship in the Annual and Final Programme Reports. Information related to the progress on the Programme's contribution to the improvement of the situation of disadvantaged groups, including Roma, shall also be included.

6.4 Programme administrative structures

N/A

7. Communication

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

8. Miscellaneous

Notwithstanding Article 6.9 of the Regulation and Article 2.9 of the programme agreement, approval of the Final Programme Report in accordance with Article 6.12 of the Regulation, shall be considered as fulfilment of Articles 1.4.3 and 2.3.2 of the programme agreement.