Norwegian Financial Mechanism 2014-2021

PROGRAMME AGREEMENT

between

The Norwegian Ministry of Foreign Affairs

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 "Human Rights, Roma Inclusion and 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 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 Norwegian Financial Mechanism 2014-2021:

(a) Agreement between the Kingdom of Norway and the European Union on the Norwegian Financial Mechanism 2014-2021 (hereinafter referred to as the Agreement);(b) the Regulation on the implementation of the Norwegian Financial Mechanism 2014-2021 (hereinafter referred to as the "Regulation") issued by Norway in accordance with Article 10(5) of the Agreement;

(c) the Memorandum of Understanding on the Implementation of the Norwegian Financial Mechanism 2014-2021 (hereinafter referred to as the "MoU"), entered into between 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 1.6 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 Norwegian 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 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. 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 EEA 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 NMFA 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 NMFA 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 NMFA.

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 NMFA.

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 NMFA, the National Focal Point shall consult the NMFA 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 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. 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 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 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 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 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 NMFA 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 Norwegian Financial Mechanism 2014-2021 to the Programme in accordance with Article 9.8 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 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 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 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 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.

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 13 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.

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.

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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 Oslo on 04/06/2019	Signed in Prague on 19/06/2019
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Niels Engelschiøn Director General, Norwegian Ministry of Foreign Affairs	Zuzana Matyásová Director, International Relations Department. Ministry of Finance of the Czech Republic

Annex I to the Programme Agreement

Programme Operators and Partners	
Programme Operator:	Ministry of Finance of the Czech Republic
Donor Programme Partner:	-
IPO:	Council of Europe (CoE) European Union Agency for Fundamental Rights (FRA)
Other Programme Partner(s):	-

Programme Objective	Human rights situation improved and discrimination and extremism combatted at national level

PA	Outcome/Output	Expected programme results	Indicator	Disaggregation	Unit of measurement	Source of verification	Frequency of reporting	Baseline values	Baseline year	Target value
PA07	Outcome 1	Enhanced inclusion and empowerment of Roma	Number of Roma reached by empowerment measures	Gender	Number	Project Promoters' records, Attendance sheets	Annually (APR)	0	N/A	1,000
			Number of Roma involved in Committees for National Minorities at regional and local level	N/A	Number	Committees for National Minorities' records	Annually (APR)	59	2017	65
			Number of beneficiaries of services provided or improved	Gender, Roma	Number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	500
			Annual number of audience reached by the Centre of Czech Roma and Sinti	N/A	Annual number	Museum of Romani Culture's Annual Reports	2022 and then annualy	0	N/A	25,000
			Number of jobs created	Gender, Age	Number	Payroll records, employment agreements	Annually (APR)	0	N/A	20

	Output 1.1	System for data collection on the situation of Roma developed	Methodology for data collection developed	N/A	Binary	Copy of methodological notes	Semi-annually (APR and September IFR)	No	N/A	Yes
			Number of sample surveys implemented	N/A	Number	Project promoters' records	Semi-annually (APR and September IFR)	0	N/A	2
	Output 1.2	Roma participation in decision making processes supported	Number of Roma or pro-Roma organizations directly funded	N/A	Number	Grant award decisions, partnership agreements	Semi-annually (APR and September IFR)	0	N/A	30
			Number of Roma platforms supported to participated in politics at local and regional level	N/A	Number	Grant award decisions, partnership agreements	Semi-annually (APR and September IFR)	0	N/A	10
			Number of Roma advisors trained	Gender, Roma	Number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	25
	Output 1.3	Measures for preventing early school leaving of Roma students delivered	Number of municipalities in which early-school leaving preventive programmes were delivered	N/A	Number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	4
			Number of families engaged in early school leaving initiatives	N/A	Number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	100
	Output 1.4	Centre of Czech Roma and Sinti established	Centre of Czech Roma and Sinti established and operational	N/A	Binary	Audit and on-the-spot verification; photo documentation	Semi-annually (APR and	No	N/A	Yes

							September IFR)			
			Number of events organised by the Centre of Czech Roma and Sinti	N/A	Number	Museum of Romani Culture's Annual Reports, attendance sheets	Semi-annually (APR and September IFR)	0	N/A	50
			Number of educational or awareness raising services for schools and youth provided	N/A	Number	Museum of Romani Culture's Annual Reports, photo and video documentation	Semi-annually (APR and September IFR)	0	N/A	50
PA17	Outcome 2	Increased support for and competence on human rights	Number of jobs created	Gender, Age	Number	Payroll records, employment agreements	Annually (APR)	0	N/A	26
			Share of young persons with concern for human rights and equality[1]	N/A	Percentage	Survey results	2024	71 %	2021	74.55 %[2]
			Share of trained professionals with self-assessed improved capacities in human rights protection[3]	N/A	Percentage	Post-training questionnaires	Annually (APR)	N/A	N/A	75 %
	Output 2.1	Capacity development of public stakeholders to protect human	Number of professional staff trained[4]	Gender	Number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	5,800

[1] People aged between 15 and 30 (the target group of the nationwide media campaign). Concern shall be understood as a positive stance of the respondent towards human rights and equal access to human rights. Figures obtained will be based on a survey, which shall consist of multiple questions on approach to human rights and equality.

[2] As the baseline turned out to be 71%, 5% of the baseline is 3.55, which makes the target 74.55%.

[3] Judges, public prosecutors, state officials, relevant experts, etc. representing direct target group receiving trainings in projects.

[4] The indicator reflects Number of judiciary and judicial staff trained on human rights protection and dealing with minorities, vulnerable and marginalised groups (PDP No 6), number of The Public Defender of Rights' staff trained on improving arguments quality in handling complaints (PDP No 3) and number of professional staff (such as education, health, social and legal protection of children staff) trained on human rights protection delivered by The Public Defender of Rights (PDP No 3).

		rights supported	Number of new materials developed and published by the Public Defender of Rights	N/A	Number	Copies of developed materials	Semi-annually (APR and September IFR)	0	N/A	56[5]
			Number of district courts funded to employ a forensic social worker	N/A	Number	Payroll records, employment agreements	Semi-annually (APR and September IFR)	0	N/A	10
			Children's commission for the quality of justice established	N/A	Binary	Commission's status and rules of procedure documents	Semi-annually (APR and September IFR)	No	N/A	Yes
			Number of learning materials for training on human rights protection created[6]	N/A	Number	Copies of learning materials	Semi-annually (APR and September IFR)	0	N/A	20
			Number of Council of Europe HELP Programmes translated and adapted for judicial system.	N/A	Number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	5
			Manual for assessing the compliance of national legislation or jurisprudence with international standards created	N/A	Binary	Copy of the manual	Semi-annually (APR and September IFR)	No	N/A	Yes

[5] New materials shall be understood as expert outputs of activities of The Public Defender of Rights that were delivered thanks to increased capacity of the Office of the Public Defender of Rights outside his / her regular operations. These additional materials will include at least human rights recommendations (8), reports based on independent survey and research (4), anti-discrimination recommendations (4), opinions of The Public Defender of Rights on constitutional issues and human rights submitted to the supreme courts and the government (24), evaluations of follow-up visits on the implementation of recommendations of The Public Defender of Rights and other human rights monitoring mechanisms (8) and inquiries on issues concerning the socio-legal protection of children (8).

[6] E-learning courses (5) for of professional staff (such as education, health, social and legal protection of children staff) developed by the Office of the Public Defender of Rights in PDP No 3, e-learning courses (10) and learning videos (5) for judiciary and judicial staff developed by the Judicial Academy in PDP No 6.

	Output 2.2	Awareness raising on human rights protection conducted	Number of nationwide media campaigns (Hate Free Culture) conducted[7]	N/A	Number	Project promoter's records; campaign materials	Semi-annually (APR and September IFR)	0	N/A	1
			Number of people reached by Nation-wide media campaign Hate Free Culture	N/A	Number	Project promoters' records	Semi-annually (APR and September IFR)	0	N/A	3,000,000
			Number of people trained in resolving conflicts, especially in the area of hate speech in schools	Gender	Number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	416[8]
			Number of schools supported to prevent and resolve conflicts, especially in the area of hate speech	N/A	Number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	40
			Online educational tool “Media Workshop" for tackling prejudices and intolerance updated and extended[9]	N/A	Binary	Link to educational tool “Media Workshop"	Semi-annually (APR and September IFR)	No	N/A	Yes
			Number of schools participating in multimedia education on tackling prejudices and intolerance	N/A	Number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	62
			Number of press agents and spokespersons	Gender	Number	Project Promoters’	Semi-annually	0	N/A	150

[7] The Nation-wide media campaign Hate Free Culture will be composed of several components: TV campaigns, workshops, web site, Facebook pages, social network management in rebutting hoaxes and negative statements and stereotypes, newspaper articles, buzz monitoring, etc.

[8] Effective communication lectors (16), school actors (400) – teachers, students, school management, school counseling office

[9] Online educational tool "Media Workshop" was developed within the project "Campaign against Racism and Hate Violence" supported by the EEA Grants 2009 - 2014 and has been designated to students of primary schools. The "Media Workshop" will be updated as a follow-up to experience gained in applying the tool and extended in order to comprise additional components and to involve additional target group - secondary school students.

			trained on crisis communication related to human rights protection			records, Attendance sheets	(APR and September IFR)			
			Web portal with international human rights materials created and operational[10]	N/A	Binary	Link to the web portal	Semi-annually (APR and September IFR)	No	N/A	Yes
			Number of expert materials on human rights protection developed and published	N/A	Number	Copies of materials	Semi-annually (APR and September IFR)	0	N/A	35
			Number of law students educated in human rights promotion[11]	Gender	Number	Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	90
PA22	Outcome 3	Strengthened capacity of the system for preventing and combatting domestic and gender-based violence	Level of satisfaction (by the Committee for the Prevention of DGBV) with the quality of services provided to victims of domestic and gender-based violence[12]	N/A	Scale 1-7	Survey results	2024	3.77	2020	4.77
			Number of beneficiaries of services provided or improved	Gender, Roma	Number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	140
			Annual number of cases of domestic and gender-	Gender	Annual number	Official police records	Annually (APR)	2,937	2019	3,230

[10] Jurisprudence of the European Court of Human Rights ("ECtHR"), decisions, recommendations, etc. of international human rights bodies (UN, Council of Europe and others).

[11] Education will be focused on substantive human rights law and on procedural issues and will be provided through courses (min. 4) and summer schools (min. 2) organised by the Charles University in Prague.

[12] The Committee for the Prevention of DGBV is an advisory body for the Government Council for Equal Opportunities for Women and Men. The Committee is composed of members representing public sector institutions as well as CSOs. For the list of members see https://www.vlada.cz/cz/ppov/rovne-prilezitosti-zen-a-muzu/prevence_domaciho_nasili/seznam-clenek-a-clenu-vyboru-123762/.

			based violence officially reported (in the target regions)							
			Number of national policies and laws influenced	N/A	Number	Formal responses, acknowledgement of input to consultations, Informal feedback, Survey responses	Annually (APR)	0	N/A	2
			Number of jobs created	Gender, Age	Number	Payroll records, employment agreements	Annually (APR)	0	N/A	15
	Output 3.1	Victims of domestic and gender-based violence assisted	Number of shelters/centres for victims of domestic and gender-based violence established	N/A	Number	Handover certificates, photo documentation	Semi-annually (APR and September IFR)	0	N/A	5
			Number of innovative measures implemented by providers of specialized services for victims of domestic and gender-based violence (incl. vulnerable groups)[13]	N/A	Number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	3
			Number of interdisciplinary platforms conducive to complex assistance to victims of domestic and gender-based violence supported	N/A	Number	Project promoters' records	Semi-annually (APR and September IFR)	0	N/A	10
	Output 3.2	Prevention of domestic and gender-based	Number of campaigns on domestic and gender-based violence carried out	N/A	Number	Project Promoters' records, Audio/video/print	Semi-annually (APR and	0	N/A	6

[13] The specialized service providers are CSOs and local / regional authorities mostly.

		violence promoted				material produced as part of the campaign	September IFR)			
			Number of people reached by campaigns on domestic and gender-based violence	N/A	Number	Project promoters' records	Semi-annually (APR and September IFR)	0	N/A	500,000
	Output 3.3	Training of representatives of public institutions in prevention of domestic and gender-based violence completed	Number of education professionals trained on new forms of gender-based violence (by gender)	Gender	Number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	100
			Number of trainers trained on the prevention of rape and sexual violence[14]	Gender	Number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	20
			Number of trainers trained to work with children who have witnessed domestic violence[15]	Gender	Number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	160
	Output 3.4	Treatment services for perpetrators of domestic and gender-based violence provided	Number of perpetrators of domestic and gender-based violence receiving treatment	Gender, Roma	Number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	50
	Output 3.5	Knowledge on combating domestic and gender-based	Number of studies on domestic and gender-based violence published	N/A	Number	Copies of studies	Semi-annually (APR and September IFR)	0	N/A	2

[14] Trainers trained will be students of pedagogical faculties.

[15] The trainings shall be focused on the use of the movie Sinna Mann (Angry Man) - an innovative tool introduced in the Czech Republic by Norwegian organisation Alternative til Vold (Alternative to Violence). Trainings will be supplemented by educational material (including methodological brochure) available on-line and published in print.

		violence expanded	Monograph on system of treatment of domestic and gender-based violence offenders published	N/A	Binary	Copy of the monograph	Semi-annually (APR and September IFR)	No	N/A	Yes
	Output 3.6	Capacity development of state administration on implementation of the Istanbul Convention supported	Number of representatives of public institutions trained on Istanbul Convention standards	Gender	Number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	40
			Proposal for the monitoring system of the implementation of the Istanbul Convention submitted[16]	N/A	Binary	Project Promoters' records	Semi-annually (APR and September IFR)	No	N/A	Yes
			Number of legal professionals educated in the Istanbul Convention standards through HELP course on Violence against Women and Domestic Violence[17]	Gender	Number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	40
			Number of Council of Europe HELP Programmes translated and adapted for judicial system.	N/A	Number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	1
			Police Handbook for officers faced with cases of domestic and gender based violence developed	N/A	Binary	Copy of the Police Handbook	Semi-annually (APR and September IFR)	No	N/A	Yes

[16] Following the Article 10 of the Istanbul Convention an official body responsible for the co-ordination, implementation, monitoring and evaluation of policies and measures to prevent and combat all forms of violence covered by the Istanbul Convention shall be designated (it is expected that the Office of the Government of the Czech Republic will designated as this official body). The monitoring system will be placed at its disposal to carry out the tasks laid down in Article 10 of the Istanbul Convention.
[17] Human Rights Education for Legal Professionals (HELP).

			Number of Police trainers trained on combatting domestic violence and gender-based violence	Gender	Number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	188
PA17	Bilateral Outcome	Enhanced collaboration between beneficiary and donor state entities involved in the programme	Level of trust between cooperating entities in Beneficiary States and Donor States	N/A	Scale 1-7	Survey results	Annually (APR)	6.52[18]	2023[19]	4.5[20]
			Level of satisfaction with the partnership	N/A	Scale 1-7	Survey results	Annually (APR)	6.36[21]	2023[22]	4.5[23]
			Share of cooperating organisations that apply the knowledge acquired from bilateral partnership	N/A	Percentage	Survey results	Annually (APR)	N/A	N/A	50 %[24]
	Bilateral Output 1	Cooperation between DS and BS entities facilitated	Number of training courses co-organised by donor state and beneficiary state entities	N/A	Number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	20
			Number of projects involving cooperation with a donor project partner	N/A	Cumulative number	Copies of contracts concluded with Project Promoters, Partnership agreements between Project Promoters and project partners	Semi-annually (APR and September IFR)	0	N/A	10

[18] Survey carried out on behalf of the FMO
[19] Latest available baseline
[20] Target is ≥4.5, and an increase on the baseline value
[21] Survey carried out on behalf of the FMO.
[22] Latest available baseline
[23] Target is ≥4.5, and an increase on the baseline value
[24] Target is minimum 50 %

			Number of international networks where partners from Beneficiary States and Donor States participate together	N/A	Number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	1

Conditions

General

1) The National Focal Point shall ensure that the Programme Operator ensures that an ex ante control of public procurement procedures and documentation carried out for the pre-defined project under section 5.1 of Annex II to the Programme Agreement, is carried out by a competent independent entity, other than the respective project promoter.

2) The maximum level of funding available for infrastructure (hard measures) from the total eligible expenditure of the programme area "Roma Inclusion and Empowerment shall be 20%.

3) The maximum level of funding available for infrastructure (hard measures) from the total eligible expenditure of the programme area "Domestic and Gender-based Violence" shall be 17%.

4) For Outcome 2 indicator "Share of young persons with concern for human rights and equality," where the baseline value is "to be determined" (TBD), the Programme Operator shall submit to the FMO for approval the baseline value, together with a description of the data collection method used, no later than 6 months after entering into project contract with PDP No 4.

5) For the following Outcome 3 indicators, where the baseline value is "to be determined" (TBD), the Programme Operator shall submit to the FMO for approval the baseline value, together with a description of the data collection method used, no later than 12 months after entering into this Programme Agreement:

- Annual number of cases of domestic and gender-based violence officially reported (in the target regions)
- Level of satisfaction (by the Committee for the Prevention of DGBV) with the quality of services provided to victims of domestic and gender-based violence

6) The National Focal Point's responsibilities regarding continuous structured risk assessment described in Article 5.3.3 of the Regulation, and the regular monitoring of the Programme described in Article 5.3.4 of the Regulation shall be externalised and be carried out by a legal entity independent of and unrelated to the National Focal Point as further described in the description of management and control systems in accordance with Article 5.7.1 of the Regulation. The National Focal Point shall inform the NMFA on the selection of the entity. The methodology followed by this entity shall be developed in cooperation with the National Focal Point. The methodology shall be submitted to the NMFA for review.

7) The National Focal Point shall ensure that the Programme Operator ensures that Project Promoters:

- Keep any buildings purchased, constructed, renovated or reconstructed under the project in their ownership for a period of at least 5 years following the completion of the project and continue to use such buildings for the benefit of the overall objectives of the project for the same period;
- Keep any buildings purchased, constructed, renovated or reconstructed under the project properly insured against losses such as fire, theft and other normally insurable incidents both during project implementation and for at least 5 years following the completion of the project; and
- Set aside appropriate resources for the maintenance of any buildings purchased, constructed, renovated or reconstructed under the project for at least 5 years following the completion of the project. The specific means for implementation of this obligation shall be specified in the project contract.

8) 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.

9) For the pre-defined project "The awareness raising on the jurisprudence of the European Court of Human Rights and other international human rights obligations of the Czech Republic" no partnership agreement between the Ministry of Justice of the Czech Republic as the project promoter and the European Union Agency for Fundamental Rights (FRA) as a project partner needs to be concluded due to the lack of incurred expenditure on behalf of FRA.

Pre-eligibility

Not applicable

Pre-payment

Prior to disbursing the first payment to the programme, the National Focal Point shall submit to the NMFA the detailed description of the management and control systems of the Programme Operator in English in accordance with paragraph 4 of Article 5.7 of the Regulation

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 (€)		€ 21,094,118
Programme grant rate (%)		85.00 %
Maximum amount of Programme grant - EEA Financial Mechanism (€)		-
Maximum amount of Programme grant - Norwegian Financial Mechanism (€)		€ 17,930,000
Maximum amount of Programme grant - Total (€)		€ 17,930,000

PA	Budget Heading	Norway Grants	Total grant	Programme grant rate	Programme co-financing	Programme eligible expenditure	Advance payment
PA17	Programme management	€ 1,585,000	€ 1,585,000	85.00 %	€ 279,706	€ 1,864,706	n/a
PA07	Outcome 1 (Norway Grants)	€ 4,744,225	€ 4,744,225	85.00 %	€ 837,216	€ 5,581,441	n/a
PA17	Outcome 2 (Norway Grants)	€ 6,597,275	€ 6,597,275	85.00 %	€ 1,164,225	€ 7,761,500	n/a
PA22	Outcome 3 (Norway Grants)	€ 5,003,500	€ 5,003,500	85.00 %	€ 882,971	€ 5,886,471	n/a
Total		**€ 17,930,000**	**€ 17,930,000**	**85.00 %**	**€ 3,164,118**	**€ 21,094,118**	**€ 0**

Retention of management costs	
Retention of management costs - Percentage of the management costs	10.00 %
Retention of management costs - Planned Euro value	€ 186,471

Human Rights, Roma Inclusion and Domestic and Gender-based Violence

Operational rules (Annex II)

1. **Programme summary**

This Annex sets out the operational rules for the programme. The programme agreement is based on the MoU, the concept note and comments made by the NMFA. 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 Ministry of Finance. The European Union Agency of Fundamental Rights (FRA) and the Council of Europe (CoE) are the International Partner Organisations (IPO). The CoE shall be involved in the programme area "Human Rights – National Implementation", while FRA shall be involved in the programme area "Roma inclusion and Empowerment".

The programme ***objective: "Human right situation improved and discrimination and extremism combatted at national level"*** shall be attained through three outcomes*:*

- The outcome ***"Enhanced Inclusion and Empowerment of Roma" (Outcome 1)*** shall be supported by the way of two pre-defined projects:
    - "Creating system for quantitative data collection to evaluate the situation of Roma in the Czech Society*" (PDP 1)*
    - "The Museum of Romani Culture – Centre of Czech Roma and Sinti in Prague" *(PDP 2)*

and two calls for proposals: Call 1 (with two components A, B) and Call 2:

-
    - *Component A of call 1* shall directly support the establishment of Roma platforms at local and regional level and support them to be actively involved in politics at local and regional level.
    - *Component B of call 1* shall be focused on capacity building of Roma advisors involved in policy making and empowerment of Roma advisors to contribute to the implementation of Roma integration strategy at local level.
    - *Call 2* shall support involvement and participation of Roma children in mainstream leisure programmes, support activities providing extracurricular education for Roma children motivating them to stay in the education and to avoid early school leaving and also strengthening cooperation between school and family.

- The outcome ***"Increased support for and competence on human rights" (Outcome 2)*** shall be supported by the way of four pre-defined projects:
    - "Strengthening the Public Defender of Rights' activities in human rights protection (Towards establishing NHRI in the Czech Republic)" *(PDP 3)*

- "Place for All – Building a space for mutual coexistence (Campaign against racism and hate violence II)" *(PDP 4)*
- "The strategy of awareness raising on the jurisprudence of the European Court of Human Rights and other international obligations of the Czech Republic" *(PDP 5)*
- "Improvement of access to justice for vulnerable groups" *(PDP6)*

and one component of the small grant schemes:

-
  - *Component A of the SGS* shall support the ability of research and educational institutions to address new human rights topics and challenges and to find practical solutions contributing to the improved national implementation of human rights standards

- The outcome "***Strengthened capacity of the system for preventing and combatting domestic and gender-based violence" (Outcome 3)*** shall be supported by the way of three pre-defined projects:
  - "Improvement of access to justice for vulnerable groups" (PDP 6)
  - "Improvement of perpetrators treatment and victims support in cases of domestic and gender-based violence in the Czech Republic (PDP 7)
  - "Enhanced capacities and methodological support in prevention of domestic and "gender-based violence" (PDP 8)

and one call for proposal, as well as three components of the small grant scheme:.

-
  - *Call 3* shall support establishing new specialised services (centres / shelters) for victims of gender-based violence. The needs of vulnerable groups (such as Roma women) shall be reflected as well as the need for balanced regional outreach. The call shall also provide support to existing specialised services for victims of gender-based violence with the possibility to implement innovative measures / methods / solutions.
  - *Component B of the SGS* shall support the capacity building of intervention centres mandated to coordinate interdisciplinary cooperation at the regional level and promote the interest of relevant authorities to cooperate with intervention centres.
  - *Component C of the SGS* shall support awareness raising campaigns carried out by NGOs in the following areas: a) tackling gender stereotypes, sexism and root causes of domestic and gender-based violence b) tackling emerging forms of gender-based violence c) motivating men to engage in ending domestic and gender-based violence and supporting gender equality.
  - *Component D of the SGS* shall support projects increasing the capacity organisation providing interventions for violent offenders and improving accessibility of the services provided.,

2. Eligibility

2.1 Eligible applicants:

The rules on eligibility of project promoters and project partners are set in Article 7.2 of the Regulation. In accordance with Article 7.2.4 of the Regulation, the following entities shall be eligible:

Calls		Eligible applicants (Project Promoters)	Eligible partners
Call 1	Component A	Czech NGOs as defined in Article 1.6 of the Regulation including Roma grassroots NGOs	All entities according to Article 7.2.2 of the Regulation A partnership with at least two NGOs established as legal persons in the Czech Republic shall be mandatory. Partnership with municipalities with extended scope of authority and regional authorities shall be mandatory
	Component B	Czech municipalities with extended scope of authority, Czech Regional Authorities	All entities according to Article 7.2.2 of the Regulation Partnership with NGO established as a legal person in the Czech Republic shall be mandatory
Call 2		Czech NGOs as defined in Article 1.6 of the Regulation and Founders of schools as defined by Act No. 561/2004	All entities according to Article 7.2.2 of the Regulation
Call 3		Czech NGOs as defined in Article 1.6 of the Regulation, local and regional authorities providing specialized service for victims of gender-based violence in the Czech Republic	All entities according to Article 7.2.2 of the Regulation
SGS	Component A	Czech NGOs as defined in Article 1.6 of the Regulation, and public entities (including academic institutions)	All entities according to Article 7.2.2 of the Regulation
	Component B	Czech NGOs as defined in Article 1.6 of the Regulation and public entities responsible for multidisciplinary cooperation	All entities according to Article 2.2 of the Regulation Partnership with municipalities with extended scope of authority and regional authorities shall be strongly encouraged
	Component C	Czech NGOs as defined in Article 1.6 of the Regulation	All entities according to Article 7.2.2 of the Regulation
	Component D		

2.2 Special rules on eligibility of costs:
Costs are eligible in accordance with chapter 8 of the Regulation.

In line with Article 8.3.1.c) of the Regulation, the entire purchase price of new equipment may be eligible if the equipment is an integral and necessary component for the implementation of the project and is essential for achieving the outcome of the project.

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*, activities supporting bilateral partnerships 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):

Call		Outcome	Estimated timing of the call	Total available amount	Planned minimum grant applied for	Planned maximum grant applied for
Call 1	Component A	Outcome 1	Q1 2020	€ 1,622,768	€ 50,000	€ 300,000
	Component B	Outcome 1	Q1 2020	€ 577,232	€ 50,000	€ 300,000
Call 2		Outcome 1	Q1 2021	€ 1,753, 794	€ 50,000	€ 250,000
Call 3		Outcome 3	Q1 2020	€ 1,946 471	€ 200,000	€ 500,000
SGS	Component A	Outcome 2	Q4 2020	€ 1,770,588	€ 50,000	€ 200,000
	Component B	Outcome 3	Q1 2021	€ 1,000,000	€ 50,000	€ 200,000
	Component C	Outcome 3	Q1 2021	€ 1,000,000	€ 50,000	€ 200,000
	Component D	Outcome 3	Q1 2021	€ 700,000	€ 50,000	€ 200,000

Amounts uncommitted following one call may be transferred to subsequent calls within the same outcome.

4.2 Selection procedures:

The project evaluation and award of grants shall be in accordance with Article 7.4 of the Regulation.

In line with Article 7.4 of the Regulation the Programme Operator shall be responsible for project evaluation and the award of grants. The IPOs shall be consulted on call texts and selection criteria.

The Programme Operator shall be responsible for reviewing the applications for compliance with administrative and eligibility criteria. Applicants whose application is rejected at this stage shall be informed of the reasons of rejection in writing and given 15 days to appeal that decision to the Programme Operator.

Each application that meets the administrative and eligibility criteria shall be reviewed by at least two impartial experts appointed by the Programme Operator, at least one of which shall be independent of and external to the Programme Operator and the Office of Government of the Czech Republic (OoG).

The experts shall separately score the project according to the selection criteria published with the call for proposals. For the purposes of ranking the projects, the average of the scores awarded by the experts shall be used. If the difference between the scores given by the two experts is more than 30% of the higher score, a third expert, who shall be impartial and independent of the Programme Operator as well

as of the Selection Committee, shall be commissioned by the Programme operator. In such cases, the average score of the two closest scores shall be used for the ranking of the projects.

The Programme Operator shall establish the Selection Committees. Separate Selection Committee may be set up for each of the call for proposals, and for each component of the SGS.

The Selection Committee shall consist of a Chairman and a secretary – representatives of the Programme Operator – without voting rights, and five voting members, including representatives of the OoG and members external to the Programme Operator. The representatives of NMFA, the IPOs, and the National Focal Point shall be invited to participate in the Selection Committee as observers.

The Programme Operator shall provide the Selection Committee with a list of the ranked projects. The Selection Committee shall review the ranked list of projects. The Selection Committee may modify the ranking of the projects in justified cases. The justification for modifications shall be detailed in the minutes of the meeting of the Selection Committee. The minutes shall be signed by all members of the Selection Committee. The Chairman of the Selection Committee shall submit the minutes and the list

of the recommended projects, together with a reserve list and the list of rejected project applications and the reason for their rejection, to the Programme Operator.

The Programme Operator (in cooperation with the external agency to be selected via public procurement) shall verify that the selection process has been conducted in accordance with the Regulation and that the grant award recommendation of the Selection Committee complies with the rules and objectives of the Programme. Following such verification, the Programme Operator shall make a decision on which projects shall be supported.

The Programme Operator shall notify the applicants about the results of the selection process within reasonable time and publicise the results. All unsuccessful applicants shall be provided with a brief description of the reasons for the decision.

4.3 Project grant rate:
Grants 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 a social partner, as defined in Article 1.6 of the Regulation, the project grant rate may be up to 90% of 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
There will be nine pre-defined projects implemented under the programme:

1) "Creating system for quantitative data collection to evaluate the situation of Roma in the Czech Society"

Project Promoter:	Research Institute for Labour and Social Affairs (VÚPSV)
Total maximum eligible costs:	€ 1,000,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 1,000,000

Programme outcome the project contributes to: "Enhanced Inclusion and Empowerment of Roma" (Outcome 1)

The project aims to set up a quantitative system for data collection, which will allow for better

understanding of the situation of Roma in the Czech Republic and will make quantitative comparisons of the situation of Roma with the majority population possible.

The project will, inter alia, include the following main activities:

- The development, implementation and coordination of an expert platform,
- Methodological support and consultation in updating the Roma Integration Strategy
- Research on existing practice of the collection of ethnically sensitive data
- Quantitative survey focused on extent of support to collecting ethnically sensitive data among relevant agents,
- Conducting two sample surveys and analysis and evaluation of the data gained
- Analysis of foreign practice concerning the collection of analogous ethnically sensitive data,
- Analysis of the legislative and institutional environment,
- Creation of a method for describing the situation of the target group,
- The development, management and coordination of a professional and expert platform for taking an opinion to the proposed method of the collection ethnically sensitive data.

2) "Centre of Roma and Sinti in Prague"

Project Promoter:	Th Museum of Romani Culture
Donor project partner(s):	European Wergeland Centre
Total maximum eligible costs:	€ 627,647
Project grant rate:	100.00 %
Maximum project grant amount:	€ 627,647

Programme outcome the project contributes to: "Enhanced Inclusion and Empowerment of Roma" (Outcome 1)

The project aims to establish a Centre for Roma and Sinti in Prague. The Centre will strengthen the role of the Museum of Romani Culture and will be based on the underlying idea to preserve evidence of the Romani history as part of the European heritage.

The project will, inter alia, include the following main activities:

- Development and provision of educational activities,
- Collecting and providing information on Roma history,
- Presenting contemporary Romani art and culture,
- Organizing public events and temporary and permanent exhibitions,
- Educative and awareness raising services.

3) "Strengthening the Public Defender of Rights' activities in human rights protection (Towards establishing NHRI in the Czech Republic)"

Project Promoter:	The Office of the Public Defender of Rights
Donor project partner(s):	Norwegian National Human Rights Institution (NHRI)
Total maximum eligible costs:	€ 1,500,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 1,500,000

Programme outcome the project contributes to: "Increased support for and competence on human rights" (outcome 2)

The project aims to enhance the capacity and increase knowledge of the Office of the Public Defender of Rights resulting in reinforced impact of its analytical and research activities and streamlined employment of national and international human rights standards in their activities and fieldwork aiming at improving the situation of vulnerable and marginalised groups in terms of the protection of their rights.

The project will, inter alia, include the following main activities:

- Capacity-building of The Office of the Public Defender of Rights,
- Strengthening the prevention of ill-treatment through:
    - Strengthening the capacity to monitor the practical implementation of human rights standards in detention facilities,
    - Make recommendations for improvements,
    - Develop a new system and methodology (handbook) for effective follow-up visits,
    - Development of a new system on evaluation of implementation of Public Defender of Rights' recommendations on prevention of ill-treatment in detention facilities and
    - Development of educational materials and provide trainings (workshops / seminars) on prevention of ill-treatment for detention facilities' personnel,
- Strengthening the protection of vulnerable children and their families and children's rights and
- Strengthening the capacity of the Public Defender of Rights to promote equal treatment through:
    - Systematically monitoring the implementation of recommendations of international human rights bodies,
    - Publication of evaluation reports,
    - Development of a methodology (handbook) and
    - Conducting training based on the monitoring and research for the internal staff of the Office of the Public Defender of Rights and personnel of the relevant institutions (authorities, duty bearers).

4) "Place for All - Building a Space for Mutual Coexistence"

Project Promoter:	Ministry of Regional Development
Donor project partner(s):	Safe Learning
Total maximum eligible costs:	€ 2,400,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 2,400,000

Programme outcome the project contributes to: "Increased support for and competence on human rights" (outcome 2)

The project aims to propagate tolerance and respect for difference in the society and to support a harmonious environment for mutual co-existence and cooperation between the majority and minorities. The project will enhance the state's role in tackling hate and promoting tolerance and social cohesion in the society. The project will give special consideration to the Roma-population. The project is a follow-up to the "Campaign against racism and hate violence" conducted by the "Agency for Social Inclusion" at the Office of the Government of the Czech Republic supported by the EEA Grants 2009 – 2014.

The project will, inter alia, include the following main activities:

- Strengthening effective communication in schools through;
    - Establishing tools cultivating problem-solving,
    - Supporting schools in dealing with intercultural differences by courses on effective communication,
    - Effective communication training to teachers and pupils,
    - Establish a network of effective communication coaches,
    - Development of a set of manuals for different target groups,
    - Bilateral activities through study visits and exchange of practices with Trygg Læring
- Enhanced communication skills through training and seminars of local government representatives in conflict resolution caused by Hate Speech and development of crisis communication plans,
- Online educational tool for primary and secondary schools to tackle prejudices and intolerance. Adaption of the existing "Online workshop" platform to the needs of various age groups and extended to include secondary school students. Teachers will be trained in using the application and a teacher's manual promoting diversity and tolerance in schools will be updated,
- A nation-wide media campaign "Hate Free Culture" which will focus on communicating with mass media audiences and users of social networks. Development of a communication platform stimulating discussion on recent issues related to human rights, vulnerable groups and social tensions and conflicts,
- Evaluation of the impact and quality of project's activities and public opinion surveys on "share of young persons with concern for human rights and equality".

5) "The Awareness Raising on the jurisprudence of the European Court of Human Rights and other international human rights obligations of the Czech Republic"

Project Promoter:	Ministry of Justice of the Czech Republic
Other project partner(s):	Faculty Of Law, Charles University European Union Agency for Fundamental Rights (FRA)
Total maximum eligible costs:	€ 800,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 800,000

Programme outcome the project contributes to: "Increased support for and competence on human rights" (outcome 2)

The project aims to raise general awareness of human rights standards among state employees, legal professionals and general public based on the presumption that an experienced and qualified state administration will protect and improve human rights as well as prevent human rights violation. An educated public will play a better and more active role as a human rights watchdog and participate in human rights promotion and protection. Furthermore, the project will enhance the available human rights information sources and educational materials.

The project will, inter alia, include the following main activities:

- Establish an integrated web portal on human rights in order to publish in one place information on international human rights obligations of the Czech Republic and the judgments of the ECtHR and decisions of other international human rights bodies. Information shall be thematically categorized, fully searchable so as to facilitate access to this essential information on human rights to legal experts such as judges, prosecutors, or experts

working for state administration. The Project Promoter shall be assisted by the European Union Agency for Fundamental Rights (FRA) during the process of establishing the integrated web portal on human rights. The partnership collaboration shall facilitate the transfer of know-how and the sharing of experience and knowledge on the development and implementation of web tools between the FRA and the Project Promoter. Potential synergies between the project's web portal and EU-wide web tools developed by FRA – including its Charterpedia and EU Fundamental Rights Information System – could be identified and exploited through the partnership cooperation,

- Develop an electronic compatibility manual to enable legislators and other actors to assess the compatibility of legislation proposals with international instruments and capacity building for the legislators and on how the manual shall be used in practice,
- Training and other educational activities provided by the Faculty of Law of the Charles University aimed primarily at the law students.

6) "Improvement of access to justice for vulnerable groups""

Project Promoter:	Judicial Academy (EJTN)
Other project partner(s):	District Court in Chrudim District Court in Jeseník District Court in Kladno District Court in Kroměříž District Court in Most District Court in Nový Jičín District Court in Praha 8 District Court in Šumperk District Court in Tachov District Court in Vsetín
Total maximum eligible costs:	€ 1,427,382
Project grant rate:	100.00 %
Maximum project grant amount:	€ 1,427,382

Programme outcome the project contributes to: "Increased support for and competence on human rights" (outcome 2)

The project aims at improving the education of judges and the judicial personnel in order to improve response to the needs of vulnerable and marginalised groups; Roma-population, foreigners and migrants, persons with disabilities, children; victims of gender-based violence and domestic violence. The project will address the position of children in court proceedings in line with the principles of child-friendly justice and it will have a multidisciplinary approach comprising of law, psychology, sociology, social work and other disciplines necessary in dealing with children.

The project will, inter alia, include the following main activities:

- Training of judges, public prosecutors and judicial personnel. Part of the activities will be targeted to the members of the relevant multidisciplinary team (judicial staff, child protection service officials, social workers, psychologists, judicial experts, mediators, solicitors etc.). Part of the activities will be targeted to sensitisation of judges, prosecutors and other legal professionals to all forms of violence against women and domestic violence,
- Development of e-learning materials for judicial personnel,
- Translation, adaption and implementation of the existing e-learning courses prepared by the Council of Europe within the program HELP (Human Rights Education for Legal Professionals),

- Development of educational videos for the use at the Judicial Academy and on the websites of the courts,
- Piloting a "Children's commission for the quality of justice" as an advisory body to the Judicial Academy,
- Piloting a new position as forensic social worker at selected district courts to improve communication and consultation with target groups, realisation of participation rights of children and secure coordination of interdisciplinary teams,
- Study visits to project promoter's counterparts in EU/EEA to exchange know-how, experience and best practices within judicial systems in the area of project's focus.

7) "Improvement of perpetrators treatment and victims support in cases of domestic and gender-based violence in the Czech Republic"

Project Promoter:	The institute of Criminology and Social Prevention (IKSP)
Total maximum eligible costs:	€ 300,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 300,000

Programme outcome the project contributes to: "Strengthened capacity of the system for preventing and combatting domestic and gender-based violence" (outcome 3)

The project aims to support evidence-based policy and to propose effective measures to improve the system of treatment of offenders of domestic violence (DV) and gender-based violence (GBV) in the contact with law enforcement agencies (LEA) and improve the situation for the victim by minimising the harm from a violent person. The project will, among others, map the current situation concerning DGBV offenders in contact with LEA, identify good practice (in the Czech Republic and abroad) and the shortcomings of existing practice in treatment with perpetrators, assess the impact of applied measures in the area of DGBV and formulate recommendations for a systematic treatment of DGBV offenders and systematic support of DGBV victims.

The project will, inter alia, include the following main activities:

- Description of the current state in treatment of DGBV perpetrators' and DGBV victims' support in the Czech Republic,
- Analysis of the current sanctions and other measures applied to DGBV perpetrators and provide a statistical overview of the application of such sanctions and measures,
- Recommendations for improvements in policy making in terms of a systematic approach to treat DGBV perpetrators and provide help for their victims and
- Presentation of research findings to relevant experts, professionals and policy makers to secure that they are familiarized with the research and analytical results.

8) "Enhanced capacities and methodological support in prevention of domestic and gender-based violence"

Project Promoter:	Office of the Government of the Czech Republic
Donor project partner(s):	Alternativ til Vold (Alternative to Violence)
Total maximum eligible costs:	€ 940,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 940,000

Programme outcome the project contributes to: "Strengthened capacity of the system for preventing and combatting domestic and gender-based violence" (outcome 3)
The project aims to increase the capacity of the public administration to effectively combat domestic violence (DV) and gender-based violence (GBV) in the context of the implementation of the Istanbul Convention and of other relevant standards of the CoE. Tools on prevention DV and GBV and protection of victims (incl. children) shall be further disseminated and their use by relevant stakeholders further increased. The project will enhance the capacity of the Office of the Government of the Czech Republic to design, implement and evaluate measures on prevention of DV and GBV and to provide protection of victims. Furthermore, prevention of sexual violence will be improved through awareness-raising among young people. Aiming at strengthening the capacity of public sector and civil society to prevent and combat DV and GBV in the Czech Republic the project shall advance the quality of assistance offered by police to victims of all forms of violence covered by the Istanbul Convention and contribute to understanding among education professionals and police officials and students on the issue of online sexist hate speech.

The project will, inter alia, include the following main activities:

- Methodological support and trainings of staff at ministries, regional and municipal offices on GBV, including new forms of GBV. A monitoring system of the implementation of the Istanbul Convention will be proposed,
- Prevention of sexual violence among youth through development of educational materials and educational activities and training of trainers,
- Enhancing the use of the movie “Angry Man” in the work with children as witnesses of DV, including trainings on the use of the movie “Angry Man” and development of a webpage containing educational materials,
- Mapping of laws and policies in the Czech Republic as regards on-line sexist hate speech and provide an analysis against Council of Europe standards, training education professionals in relevant standards and good experiences, in mainstreaming gender equality and in combatting on-line sexist hate speech,
- Capacity building of police at regional to local levels to combat DV/GBV, including emerging forms of violence through e.g. training and introduction of the Police Handbook and development of trainers and
- Bilateral cooperation through study visits and exchange of good practice with Alternative til Vold (Alternative to Violence), including production of a second edition of a unique handbook “Violence can be stopped”.

5.2 Financial Instruments
Not Applicable.

6. Programme Management
6.1 Payment flows
The Programme Operator shall ensure that the 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 maximum level of advance payment shall be linked to the type of project promoter as follows:

Project Promoter	Advance payment	Interim payments	Final payment (reimbursement)

Public entity associated with state budget	No advance payment	90%	10%
Public entity not associated with state budget, private entity, NGO	Up to 60%	30% - 90%	10%

Notwithstanding the above description of the financial flows, the Programme Operator shall ensure that, in the case of projects implemented by or in partnership with international organisations, or a body or an agency thereof, advance payments and all subsequent payments to the project from the Programme are sufficient to ensure the pre-financing requirements can be met and that all payments due to the international organisation, or a body or an agency thereof, are made without delay.

The first advance instalment shall be paid following the signature of the project contract. An advance payment of a percentage of the total grant amount shall be paid within 1 month from the submission of a request after signature of the project contract.

Subsequent payments shall be paid after the approval of project interim reports. The interim 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.

In case of euro-denominated contracts with entities from the Donor States or with intergovernmental organizations, the Programme Operator shall transfer the amounts in euro.

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 the provisions contained in the legal framework. The Programme Operator shall ensure that suitable and sufficient monitoring and reporting arrangements are made with the project promoters in order to enable the Programme Operator and the NFP to meet its obligations to the Donors.

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

Not Applicable.

7. Communication

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

8. Miscellaneous

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.