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 "Health"

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 Oslo on 10/04/2019	Signed in Prague on 24/04/2019
.....	.....
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:	Ministry of Finance of the Czech Republic
Donor Programme Partner:	Norwegian Directorate of Health (HDIR)
IPO:	-
Other Programme Partner(s):	Ministry of Health of the Czech Republic

Programme Objective	Improved prevention and reduced inequalities in health

PA	Outcome/Output	Expected programme results	Indicator	Disaggregation	Unit of measurement	Source of verification	Frequency of reporting	Baseline values	Baseline year	Target value
PA06	Outcome 1	Support for children's mental health and well-being enhanced	Number of beneficiaries of services provided or improved[1]	Gender, Roma	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	8,000
			Share of trained professionals self-reporting on improved competence to treat mental health issues	Gender	Percentage	Survey results	Annually (APR)	0 %	N/A	65 %
	Output 1.1	Parenting interventions/actions to improve mental health of children/youth provided	"Triple P" programme established	N/A	Binary	Project Promoters' records	Semi-annually (APR and September IFR)	No	N/A	Yes
			Number of evidence based programs established	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	3

[1] Ethnicity data will be collected in conformity with the principles of datea protection. Disaggregation by Roma will be based on self-identification and/or qualified estimate of the final beneficiary.

			Number of parenting training units in operation	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	5
	Output 1.2	Mental health interventions for children/adolescents and their families carried out	Number of new programs/actions piloted for children/youth suffering from a mental disorder	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	4
			Number of programs/actions piloted for children/youth at risk to prevent mental disorders	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	5
	Output 1.3	Mental health education/skills training provided	Number of staff earning professional certification/designation in mental health[2]	Gender, Roma	Cumulative number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	300
			Number of mental health learning/training courses designed for professionals including students	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	20
			Number of pilot schools with staff newly trained/educated in mental health issues	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	20
	Output 1.4	Awareness raising activities for mental health issues carried out	Number of awareness raising campaigns carried out	N/A	Cumulative number	Project Promoters' records, Audio/video/print material produced as part of the campaign	Semi-annually (APR and September IFR)	0	N/A	10

[2] Ethnicity data will be collected in conformity with the principles of data protection. Disaggregation by Roma will be based on self-identification and/or qualified estimate of the final beneficiary.

PA06	Outcome 2	Measures for prevention of diseases strengthened	Share of estimated Roma population reached with improved measures for prevention of communicable and non-communicable diseases in socially excluded areas	N/A	Percentage	Project Promoters' records, Survey results		N/A	N/A	70 %
			Increase in antibiotic use in the Czech Republic[3]	N/A	Percentage	National Health statistics		12.6 %	N/A[4]	0 %
			Number of organisations involved in improved measures focused on early detection/treatment of dementia	N/A	Cumulative number	Copies of contracts concluded with Project Promotors	Annually (APR)	0	N/A	4
	Output 2.1	Model of interventions focused on appropriate use of antibiotics implemented	Guidelines on appropriate use of antibiotics established	N/A	Binary	National Policy documents	Semi-annually (APR and September IFR)	No	N/A	Yes
	Output 2.2	Tools for improved prevention/early diagnosis of diseases in marginalized populations including Roma developed/ implemented	Number of programmes to create/disseminate the guidelines for marginalized populations, mainly Roma, developed/carried out	N/A	Cumulative number	Project Promoters' records, Survey results	Semi-annually (APR and September IFR)	0	N/A	1
			Guideline for general practitioners working with Roma population on secondary prevention of communicable and non-communicable diseases developed	N/A	Binary	Project Promoters' records	Semi-annually (APR and September IFR)	No	N/A	Yes
	Output 2.3	Training/education in disease detection/ treatment provided	Number of health professionals trained/educated in prevention, early detection/treatment/management of antimicrobial resistance/	Gender, Roma	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	700

[3] The target for this value refers to the period of 2020-2022.
[4] 2012-2015

			communicable- and non-communicable diseases[5]							
			Number of trained family members/informal carers of patients with dementia	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	300
			Number of training/educational initiatives/guidelines designed/carried out/implemented	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	5
	Output 2.4	Awareness raising activities carried out	Number of awareness raising campaigns carried out	N/A	Cumulative number	Project Promoters' records, Audio/video/print material produced as part of the campaign	Semi-annually (APR and September IFR)	0	N/A	5
PA06	Outcome 3	Civil society empowered in the health sector	Level of satisfaction of patient organizations with the new HUB services	N/A	Scale 1-5	Survey results	Annually (APR)	1[6]	N/A	3
			Number of jobs created	Gender, Age	Cumulative number	Payroll records, employment agreements	Annually (APR)	0	N/A	20
	Output 3.1	Capacity building measures for patient organizations carried out	Number of counselling helplines created/expanded/extended	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	5
			Number of individuals trained/educated[7]	Gender, Roma	Cumulative number	Project Promoters 'records	Semi-annually (APR and	0	N/A	150

[5] Ethnicity data will be collected in conformity with the principles of datea protection. Disaggregation by Roma will be based on self-identification and/or qualified estimate of the final beneficiary.
[6] 0
[7] Ethnicity data will be collected in conformity with the principles of datea protection. Disaggregation by Roma will be based on self-identification and/or qualified estimate of the final beneficiary.

							September IFR)			
			Number of patient organizations involved in capacity building measures	N/A	Cumulative number	Copies of contracts concluded with Project Promoters within SGS	Semi-annually (APR and September IFR)	0	N/A	15
			Umbrella patient organisations established	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	2
	Output 3.2	Patient HUB established	Patient HUB in operation	N/A	Binary	Project Promoters' records	Semi-annually (APR and September IFR)	No	N/A	Yes
	Output 3.3	Awareness raising activities carried out	Number of awareness raising campaigns on patient empowerment carried out/developed	N/A	Cumulative number	Project Promoters' records, Audio/video/print material produced as part of the campaign	Semi-annually (APR and September IFR)	0	N/A	10
			Number of accesses to the HUB eTools	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	75,000
PA06	Bilateral Outcome	Enhanced collaboration between beneficiary and donor state	Level of trust between cooperating entities in Beneficiary States and Donor States	N/A	Scale 1-7	Survey results	Annually (APR)	6.47[8]	2023[9]	4.5[10]

[8] Survey carried out by the FMO
[9] Latest available baseline
[10] ≥4.5 And an increase on the baseline

		entities involved in the programme	Level of satisfaction with the partnership	N/A	Scale 1-7	Survey results	Annually (APR)	6.38[11]	2023[12]	4.5[13]
			Share of cooperating organisations that apply the knowledge acquired from bilateral partnership	N/A	Percentage	Survey results	Annually (APR)	N/A	N/A	50 %
	Bilateral Output 1	Cooperation between DS and BS entities facilitated	Number of events co-organised by Donor and Beneficiary State entities	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	10
			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	16

[11] Survey carried out by the FMO
[12] Latest available baseline
[13] ≥4.5 And an increase on the baseline

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 projects 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 from the total eligible expenditure of the programme for infrastructure (hard measures) shall be 20%.

3) For pre-defined project no. 3) under Section 5.1 of Annex II to the Programme Agreement, the National Focal Point shall ensure that the Programme Operator ensures that the appraisal foreseen in Article 6.5.3 of the Regulation is externalised and carried out by a legal entity independent of and unrelated to the Programme Operator and the Programme Partner. The notification of the positive appraisal as foreseen in Article 6.5.3 of the Regulation shall specifically confirm that the premises for the implementation of the project are available and secured for the entire implementation period of the project.

4) The appraisal foreseen in Article 6.5.3 of the Regulation shall not be carried out prior to confirmation of the project grant amount of the pre-defined project no. 1) by the FMC.

5) 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 FMC 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 FMC for review.

6) 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.

7) The National Focal Point shall ensure that at least 10% of the total Programme allocation shall address child health.

8) The National Focal Point shall ensure that at least 10% of the total programme allocation shall address improved access to health for vulnerable groups/people and deprived areas.

9) 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.

10) For pre-defined project no. 1) under section 5.1 of the Annex II to the Programme Agreement, the Programme Operator shall submit a revised budget to the FMO for review within one month from the selection of the five pilot centres. The budget shall detail the budget/activities for each of the project partners/pilot centres selected.

Pre-eligibility

No costs shall be eligible for pre-defined project no. 1) under Section 5.1 of Annex II to the Programme Agreement before the detailed description and budget is submitted to the FMC, no later than 6 months following the signature of the Programme Agreement.

Pre-payment

Prior to disbursing the first payment to the Programme, the National Focal Point shall submit to the FMC 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 (€)		€ 16,782,353
Programme grant rate (%)		85.00 %
Maximum amount of Programme grant - EEA Financial Mechanism (€)		€ 14,265,000
Maximum amount of Programme grant - Norwegian Financial Mechanism (€)		-
Maximum amount of Programme grant - Total (€)		€ 14,265,000

PA	Budget Heading	EEA Grants	Total grant	Programme grant rate	Programme co-financing	Programme eligible expenditure	Advance payment
PA06	Programme management	€ 1,235,000	€ 1,235,000	85.00 %	€ 217,941	€ 1,452,941	€ 0
PA06	Outcome 1 (EEA Grants)	€ 7,041,078	€ 7,041,078	85.00 %	€ 1,242,543	€ 8,283,621	€ 0
PA06	Outcome 2 (EEA Grants)	€ 3,694,616	€ 3,694,616	85.00 %	€ 651,991	€ 4,346,607	€ 0
PA06	Outcome 3 (EEA Grants)	€ 2,294,306	€ 2,294,306	85.00 %	€ 404,878	€ 2,699,184	€ 0
Total		**€ 14,265,000**	**€ 14,265,000**	**85.00 %**	**€ 2,517,353**	**€ 16,782,353**	**€ 0**

Retention of management costs	
Retention of management costs - Percentage of the management costs	10.00 %
Retention of management costs - Planned Euro value	€ 145,294

Health

Operational rules (Annex II)

1. **Programme summary**

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

The Programme Operator is the Ministry of Finance. The Ministry of Health (European Funds and Investment Development Department - Financial Mechanism Unit) is the Programme Partner. The Norwegian Directorate of Health (HDIR) is the Donor Programme Partner (DPP).

The Programme objective: ***"Improved prevention and reduced inequalities in health"*** shall be attained through three outcomes:

- The Programme shall support the outcome "***Support for children's mental health and well-being enhanced" (Outcome I)*** by way of one pre-defined project: "Triple P programme"(PDP 1), one call for proposals: "Mental Health of Children" (Call 1) supporting projects that will implement measures for better diagnosis and better system of care/rehabilitation of children already diagnosed with mental health issues, training of health professionals, prevention and awareness raising activities and supporting programmes improving parental skills in order to prevent mental disorders in children; and one Small Grant Scheme "Mental Health of Children" (SGS1) supporting projects on prevention and awareness raising in the area of children's mental health.
- The Programme shall support the outcome ***"Measures for prevention of diseases strengthened" (Outcome 2)*** by way of one pre-defined project: "AMR prevention" (PDP 2), one call for proposals: "Prevention of communicable and non-communicable diseases" (Call 2) supporting projects focused on creating guidelines for general practitioners, strengthening secondary prevention measures of communicable and non-communicable diseases in socially excluded localities with particular focus on Roma, and one Small Grant Scheme (SGS2): "Support of prevention measures targeting dementia" supporting projects focusing on improving the conditions of people with dementia, including awareness raising.
- The Programme shall support the outcome ***"Civil society empowered in the health sector" (Outcome 3)*** by way of one pre-defined project: "The Patient Hub" and one Small Grant Scheme (SGS3): "Support of patient organizations" supporting projects of patient organizations focusing on training/education and professionalization of their staff and promotional activities in the area of patient empowerment as well as the establishment of umbrella patient organisations.

Call 2 under Outcome 2 shall explicitly focus on Roma health concerns and Roma inclusion.

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:

1. Eligible applicants (project promoters) under the open call for proposals No. 1 (Call 1) shall be:

a. Healthcare providers of primary, specialized and/or stationary outpatient care as well as follow-up and/or long-term inpatient care according to Act No. 372/2011 Coll. (as amended) operating in the field of child and adolescent mental health care and/or paediatric clinical psychology;

b. State contributory organizations established by the Ministry of Health conducting educational, scientific and/or research activities focused on mental illness and/or mental health;

c. Schools and school facilities (legal entities performing activities of schools or school facilities registered in the school register), school counselling facilities, facilities for institutional and protective education and preventive educational care, as well as universities established under Act No. 111/1998 Coll. on higher education institutions and on amendments and supplements to some other acts as amended. Schools and school facilities established by churches and religious societies whose subject matter is the provision of education or school services pursuant to Act No. 561/2004 Coll. on pre-school, primary, secondary, tertiary professional and other education as amended.

Natural persons and non-governmental organizations, as defined in Article 1.6 (n) of the Regulation, are not eligible.

The precondition for submitting the application is at least one year's operation of the applicant's organization in its professional field mentioned above that is either in healthcare or in the field of education.

2. Eligible applicants (project promoters) under the open call for proposals No. 2 (Call 2) shall be health care providers pursuant to Section 111 of Act No. 372/2011 Coll., as amended, and State Contributory Organizations established by the Ministry of Health providing similar health services and care. Natural persons and non-governmental organizations, as defined in Article 1.6 (n) of the Regulation, are not eligible.

3. Eligible applicants (project promoters) under the Small Grant Schemes shall be non-governmental organisations [14]as defined in Article 1.6 (n) active in the areas of children mental health, dementia and/or patient empowerment.

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

In line with Article 8. 5. 4, the following restrictions on indirect costs shall apply for Small Grant Schemes: Project promoters and project partners may only identify their indirect costs according to Article 8. 5. 1 c) of the Regulation. This shall not apply for project partners that are international organisations or bodies or agencies thereof. In the case of such organizations, indirect costs may be identified in accordance with the relevant rules established by the organisations.

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*, match-making events and activities in conjunction with launching calls for proposals, as well as by encouraging donor partnership projects in call texts.

The further use of the funds for bilateral relations allocated to the Programme shall be agreed in the 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):

[14] Faith-based organisations (e.g. charities) are eligible if they comply with the definition of NGO as defined in Article 1.6 of the Regulation, and if the funded activities do not directly or indirectly promote religious doctrine, mission or proselytism related to the beliefs of a particular faith.

Call	Outcome	Estimated timing of the call	Total available amount	Planned minimum grant applied for	Planned maximum grant applied for
Call 1	Outcome 1	Q3 2019	€ 6,114,451	€ 200,000	€ 580,000
Call 2	Outcome 2	Q3 2019	€ 1,340,742	€ 200,000	€ 1,000,000
SGS 1	Outcome 1	Q4 2019	€ 1,088,465	€ 20,000	€ 200,000
SGS 2	Outcome 2	Q4 2019	€ 496,564	€ 20,000	€ 200,000
SGS 3	Outcome 3	Q4 2019	€ 1,872,713	€ 10,000	€ 160,000

4.2 Selection procedures:
The project evaluation and award of grants shall be in accordance with Article 7.4 of the Regulation for all calls organised, including the Small Grant Schemes.

The Programme Operator shall be responsible for project evaluation and the award of grants in the case of calls for proposals.

The Programme Partner shall be responsible for project evaluation and the award of grants in the case of the Small Grant Schemes.

Common rules for the selection procedures for calls for proposals and Small Grant Schemes:

The Programme Partner 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.

Each application that meets the administrative and eligibility criteria shall be reviewed by two impartial experts appointed by the Programme Partner, at least one of which shall be independent of and external to the Programme Operator and the Programme Partner. 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 and the Programme Partner as well as of the Selection Committee, shall be commissioned by the Programme Partner. In such cases, the average score of the two closest scores shall be used for the ranking of the projects.

The Programme Partner shall establish the Selection Committee. Separate Selection Committees shall be set up for each call. The Selection Committee shall consist of a Chair and a Secretary representatives of the Programme Partner — without voting rights, and at least five voting members, including three representatives of the Ministry of Health (from functionally separate units from the Programme Partner), and two independent experts external to the Programme Operator and the Programme Partner. Representatives of the Programme Operator, FMC, the DPP and the National Focal Point shall be invited to participate in the Selection Committee as observers.

The Programme Partner 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 recommendations of the Selection Committee comply with the rules and objectives of the Programme. Following such verification, the Programme Operator shall decide 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.

Special rules regarding the Selection Committee in case of Small Grant Schemes:

The Programme Partner shall establish the Selection Committee. Separate Selection Committees shall be set up for each SGS call. The Selection Committee shall consist of a Chair and a Secretary representatives of the Programme Partner — without voting rights, and at least five voting members, including two representatives of the Ministry of Health (from functionally separate units from the Programme Partner), and three independent experts external to the Programme Operator and the Programme Partners.

The Programme Partner shall, based on the grant award recommendations of the Selection Committee and the results of verification of the selection process, decide which projects shall be supported. The Programme Partner shall notify the applicants about the results of the selection process within reasonable time and publicise the results.

4.3 Project grant rate:
Grants to projects may be up to 100% of total eligible expenditure of the project. The project grant rate shall in all cases be set at a level that complies with the State Aid rules in force and takes into account any and all other forms of public support granted to projects. Any remaining costs of the project shall be provided or obtained by the project promoter.

5. Additional mechanisms within the Programme
5.1 Pre-defined projects
There will be three pre-defined projects implemented under the Programme:

1) "The Triple P programme"

Project Promoter:	Ministry of Health of the Czech Republic
Donor project partner(s):	University of Tromsø, Centre for Child and Adolescent Mental Health
Other project partner(s):	Other partners selected in open selection process (partner centres of implementation Triple P programme)
Total maximum eligible costs:	€ 1,080,705
Project grant rate:	100.00 %
Maximum project grant amount:	€ 1,080,705

The Triple P – Positive Parenting Programme is an evidence-based system of parenting interventions and aims to prevent and treat behavioural, emotional and developmental problems in children by enhancing the knowledge, skills and confidence of parents.

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

• The establishment of a “Triple P programme” as an evidence-based system;
• The development of parenting training units;

• The implementation of the Triple P programme in five centres;
• The training of staff in the field of mental health;
• Awareness raising activities

2) "AMR prevention"

Project Promoter:	National Institute of Public Health (NIPH)
Donor project partner(s):	Norwegian Institute of Public Health (NIPH)
Total maximum eligible costs:	€ 2,656,360
Project grant rate:	100.00 %
Maximum project grant amount:	€ 2,656,360

Programme outcome the project contributes to: "Measures for prevention of diseases strengthened"

The project aims to combat antimicrobial resistance by preventing the inappropriate use of antibiotics, improving prescription by medical personnel and empowering the general public through increasing awareness.

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

- A national awareness-raising campaign on the risks related to the inappropriate use of antibiotics carried out, based on the exchange of experience and best practices with the donor project partner;
- The development of guidelines on the appropriate use of antibiotics for health care providers (general practitioners and paediatricians);
- The dissemination and promotion of the guidelines through seminars across the Czech Republic;
- The implementation of an audit of prescription practice among health care providers in three most problematic regions varying in size (urban, suburban and rural) to establish evidence-based analysis and target interventions;
- The training of experts as regional coordinators and performing local intervention workshops for the audited health care providers in selected regions.

3) "The Patient Hub"

Project Promoter:	Ministry of Health of the Czech Republic
Donor project partner(s):	The Norwegian Rheumatism Association
Total maximum eligible costs:	€ 950,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 950,000

Programme outcome the project contributes to: 'Civil society empowered in the health sector"

The project will support the empowerment of civil society in the health sector by establishing the 'Patient Hub' as a centre for education and training to strengthen the role of patient organizations in the health system.

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

- The establishment of a 'Patient Hub' as a centre for education and training for representatives of patient organisations and networking among the patient organisations and other stakeholders;
- Education and training for at least 150 individuals;
- The development of the web Portal as the online tool of the Patient Hub providing information of events as well as e-learning tools, online materials and lectures;
- The implementation of lectures, workshops and other events organised for representatives of patient organizations and other relevant stakeholders at the Patient Hub;
- The exchange of experience and best practice with the donor project partner.

5.2 Financial Instruments
Not applicable

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 maximum level of advance payment shall be linked to the type of project promoter. The maximum level of advance payment is 90% of the project grant in the case of NGOs supported within the Small Grant Scheme and 60% in the case of public entities not associated with the state budget. There is no advance payment for private entities and public entities associated with the State budget.

Project Promoter	Advance payment	Interim payments	Final payment
Public entity associated with the state budget[2]	No advance payment	90% based on reimbursement of incurred eligible expenditures	10%
Public entity not associated with the state budget	Up to 60 %	0% - 90%	10 %
Private entity	No advance payment	90%	10%
NGO	Up to 90%	0% - 90%	10%

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 one 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 one 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 one month.

The approval of project interim and final reports shall take place within two 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.

[2] State Organization Unit (SOU) and State Contributory Organization (SCO) represent special types of a public entity (public entity associated with the state budget) that in line with the State budgetary rules cannot be provided an advance payment.

6.2 Verification of payment claims

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

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

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

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 arrangements are made with the project promoters to enable the Programme Operator and the National Focal Point to meet their obligations to the FMC.

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. Information related to the progress on addressing the Roma health concerns shall also be included.

6.4 Programme administrative structures

The Small Grant Scheme operator shall be the Programme Partner. In accordance with Article 6.6.6 of the Regulation the provisions of the Regulation applicable to the Programme Operator shall be applicable mutatis mutandis to the Small Grant Scheme operator, with exception that reports of the latter shall be incorporated into the reporting structures of the Programme Operator.

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.