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 "Home Affairs"

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 11/03/2019	Signed in Prague on 08/04/2019
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Niels Engelschiøn Director General, Norwegian Ministry of Foreign Affairs	Zuzana Matyasova 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 Interior - Czech Republic
Donor Programme Partner:	-
IPO:	-
Other Programme Partner(s):	-

Programme Objective	Improved crime prevention and investigation

PA	Outcome/Output	Expected programme results	Indicator	Disaggregation	Unit of measurement	Source of verification	Frequency of reporting	Baseline values	Baseline year	Target value
PA20	Outcome 1	Enhanced police competence in preventing and combating crime, providing security and safeguarding human rights	Police officers' level of knowledge of preventing and combating crime, providing public security, and safeguarding human rights	N/A	Scale 1-10	Test results	Annually (APR)	8.27[1]	2024	6.5[2]
			Share of target group with positive perception of police behaviour	N/A	Percentage	Survey results	2021 and then annually	44.4 %[3]	2020	57.7 %[4]
	Output 1.1	Police training centre operational	Capacity usage of the new training centre during the first year of operation[5]	N/A	Percentage	Project Promoter´s record (records from the	Semi-annually (APR and September IFR)	0 %	N/A	66 %

[1] The baseline value has been calculated as the weighted average of correct answers from the pre-course questionnaires of participants in the PDP1 project training.

[2] Target is minimum 6.5 and an increase on the baseline value.

[3] Survey questions to be determined 6 months after the signature of the contract for the relevant pre-defined project. The target group includes: public entities, non-governmental entities, private entities – stakeholders.

[4] The target value is set at +30% from the baseline.

[5] Unit of measurement is percentage, calculated as the ratio of the actual number of users (trainees) to the maximum number of users possible.

						reservation system)				
			Training centre built and equipped	N/A	Binary	Final building approval	Semi-annually (APR and September IFR)	No	N/A	Yes
	Output 1.2	Police and public administration staff trained	Number of new trainers certified to provide training to Police and public administration	Gender	Cumulative number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	200
			Number of new training programmes created and included in the existing police educational system[6]	N/A	Cumulative number	Programme syllabus	Semi-annually (APR and September IFR)	0	N/A	3
			Number of rapid response unit staff trained[7]	Gender	Cumulative number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	100
			Number of staff trained using the new modules	Gender	Cumulative number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	2,400
	Output 1.3	Networking and exchange of information between the Police, public	Number of entities participating in networking meetings with the Police[8]	N/A	Cumulative number	Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	10

[6] Three new training programmes from three different areas will include training modules that will be relevant to the specific areas of the training programme. (Programme areas are 1. Human rights; 2. Preventing and combating national and international crime; 3. Improving effectiveness of the police and providing security.) The newly created programmes will continue after the end of implementation programme. These programmes are completely new and have never been established in Police before.

[7] Specialized trainings focused on increased public security through countering the all forms of organized crime.

[8] All organisations and institutions outside the Police and the Ministry of Interior (i.e. NGOs, academic sector, private sector, veteran organisations etc.). The PO will keep the data disaggregated based on the type of the organisation (private/public/non-governmental) and will report to the FMO only upon request (not during the reporting of the achievements).

		administration staff and other stakeholders supported	Number of networking meetings between the Police and the stakeholders supported[9]	N/A	Cumulative number	Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	30
			Number of other stakeholders involved in exchange[10]	N/A	Cumulative number	Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	900
PA20	Outcome 2	Improved utility of data within the police information system	Average number of SIS II requests closed per month	N/A	Average	Transcript of Records (Print screen)	Annually (APR)	14,093,721[11]	2018	15,503,093
			Number of staff benefitting from psychological support within the enhanced Anonymous Crisis Helpline	Gender	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	2018	300
	Output 2.1	Functioning of Anonymous Crisis Helpline improved	Anonymous Crisis Helpline enhanced with additional software and mobile application	N/A	Binary	Database	Semi-annually (APR and September IFR)	No	N/A	Yes
			Number of staff trained in operating the Anonymous Crisis Helpline	Gender	Cumulative number	Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	6
	Output 2.2	Professional users of the Schengen Information	Number of users of SIS II trained	Gender	Cumulative number	Project Promoters' records,	Semi-annually (APR and	0	N/A	1,200

[9] Prevention specialists from regions and municipalities, vulnerable victims, workers of social and legal protection of children, curators, employees of anonymous helpline, prosecutors, representatives of NGOs, academia and other non-governmental organizations.
[10] Prevention specialists from regions and municipalities, vulnerable victims, workers of social and legal protection of children, curators, employees of anonymous helpline, prosecutors, representatives of NGOs, academia and other non-governmental organizations.
[11] Data will be collected in 2018.

		System (SIS II) trained				Attendance sheets	September IFR)			
PA20	Outcome 3	Enhanced collaboration between national police, international entities and territorial self-government	Annual number of public order and security offenses reported by the police to the public administration entities in the Czech Republic	N/A	Annual number	Official police records	Annually (APR)	115,926[12]	2020	139,111[13]
			Level of satisfaction with cooperation between the national Police and territorial-self-government	N/A	Scale 1-7, 1 (highest satisfaction) – 7 (lowest satisfaction)	Survey results	2021 and then annually	2.66[14]	2021	2.66[15]
			Share of cooperating individuals applying the knowledge acquired from international exchange	N/A	Percentage	Survey results	2020 and then annualy	N/A	N/A	75 %
			Number of measures fostering media literacy of the general public	N/A	Cumulative number	Project Promoters´ records	Semi-annually (APR and September IFR)	0	N/A[16]	4
	Output 3.1	International exchange of information in current trends and threats supported	Number of joint meetings of the Czech and foreign Police professionals[17]	N/A	Cumulative number	Project Promoters´ records	Semi-annually (APR and September IFR)	0	N/A	20
			Number of professionals attending joint meetings of the Czech and foreign	Gender	Cumulative number	Project Promoters´ records	Semi-annually (APR and	0	N/A	250

[12] Offences reported by the police to the relevant public administration entities in the Czech Rep. (in the sense of relevant legislation on the national level – Act no. 250/2016).
[13] The target applies to the final year of project implementation, and is +20% (not plus 20 percentage points) of the baseline value.
[14] Baseline survey to be conducted no later than 6 months following the selection of municipalities.
[15] Target was ≤3.5, and a decrease of the baseline value - updated to ≤2.66 to reflect baseline value.
[16] 2020
[17] Joint meeting include workshops, joint exercises, conferences.

			Police and other specialists			(Attendance sheets)	September IFR)			
	Output 3.2	Links between the national police and territorial self – government reinforced	Evaluation of coordination agreements between the Police CZ and the Municipal Police conducted	N/A	Binary	Copy of the evaluation report	Semi-annually (APR and September IFR)	No	N/A	Yes
			Guideline for information exchange and cooperation between the Police and territorial self-government elaborated (catalogue of preventive measures)	N/A	Binary	Copy of the guideline	Semi-annually (APR and September IFR)	N/A	N/A	Yes
			Number of municipalities piloting the model of information exchange and cooperation with the national Police	N/A	Cumulative number	Project Promoters´ records	Semi-annually (APR and September IFR)	0	N/A	150
	Output 3.3	Measures on combating hate crime, disinformation and hybrid threats implemented	Number of people reached by events on promoting media literacy	N/A	Cumulative number	Project Promoters´ records	Semi-annually (APR and September IFR)	0	N/A	600
			Number of materials on media literacy developed	N/A	Cumulative number	Project Promoters´ records	Semi-annually (APR and September IFR)	0	N/A	6
PA20	Bilateral Outcome	Enhanced collaboration	Level of satisfaction with the partnership	N/A	Scale 1-7	Survey results	Annually (APR)	6[18]	2023[19]	4.5[20]

[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.

		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)	6.44[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	Bilateral networks supported	Number of joint training courses co-organised by donor and beneficiary state entities	N/A	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	6[25]
			Number of participants from Beneficiary States in exchanges	Donor State, Gender, Type of exchange	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	90
			Number of participants from Donor States in exchanges	Donor State, Gender, Type of exchange	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	14
			Number of projects involving cooperation with a donor project partner[26]	N/A	Cumulative number	Copies of contracts concluded with Project Promoters, Partnership	Semi-annually (APR and September IFR)	0	N/A	4

[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%.
[25] Training courses include 4 cooperation activities between Rapid response unit – Police tactical unit of the Czech Police and DELTA – The Emergency Response Unit of Norwegian Police Service (expenditures will be part of PDP1) and 2 cooperation activities between Czech Anti-conflict team and NPOIU – Oslo Police District, Crime Prevention Department, Public Order Intelligence (expenditures will be part of PDP4).
[26] Includes partnerships forged within the Small Grants Scheme, PDP 1 and PDP 4

						agreements between Project Promoters and project partners				

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 Amex Il to the Programme Agreement, is carried out by a competent independent entity, other than the respective project promoter.

2) For the pre-defined projects under Section 5.1 Of Annex Il 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.

3) The maximum level offimding available from the total eligible expenditure of the programme for infrastructure (hard measures) shall be 60%.

4) For Outcome 1 indicators "Police officers' level of knowledge of preventing and combating crime, providing public security, and safeguarding human rights," and "Share of target group with positive perception of police behaviour," 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 following the signature of the contract for the relevant pre-defined project. The updated baseline values shall be agreed upon through a modification of the programme agreement.

5) For Outcome 3 indicators "Annual number of public order and security offenses reported by the police to the public administration entities in the Czech Republic" and "Level of satisfaction with cooperation between the national Police and territorial-self-government," 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 following the selection of municipalities. The updated baseline values shall be agreed upon through a modification of the programme agreement.

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.

Pre-eligibility

Not applicable

Pre-payment

Not applicable

Pre-completion

Not applicable

Post-completion

Not applicable

Eligibility of costs - period	**First date**	**Final date**
Eligibility of costs	05/09/2017	30/04/2025
Grant rate and co-financing		
Programme eligible expenditure (€)		€ 5,882,353
Programme grant rate (%)		85.00 %
Maximum amount of Programme grant - EEA Financial Mechanism (€)		-
Maximum amount of Programme grant - Norwegian Financial Mechanism (€)		€ 5,000,000
Maximum amount of Programme grant - Total (€)		€ 5,000,000

PA	Budget Heading	Norway Grants	Total grant	Programme grant rate	Programme co-financing	Programme eligible expenditure	Advance payment
PA20	Programme management	€ 400,000	€ 400,000	85.00 %	€ 70,588	€ 470,588	n/a
PA20	Outcome 1 (Norway Grants)	€ 3,720,507	€ 3,720,507	85.00 %	€ 656,560	€ 4,377,067	n/a
PA20	Outcome 2 (Norway Grants)	€ 253,431	€ 253,431	85.00 %	€ 44,723	€ 298,154	n/a
PA20	Outcome 3 (Norway Grants)	€ 626,062	€ 626,062	85.00 %	€ 110,482	€ 736,544	n/a
Total		**€ 5,000,000**	**€ 5,000,000**	**85.00 %**	**€ 882,353**	**€ 5,882,353**	**€ 0**

Retention of management costs	
Retention of management costs - Percentage of the management costs	10.00 %
Retention of management costs - Planned Euro value	€ 47,059

Home Affairs

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 is the Ministry of Interior.

The programme objective: "Improved crime prevention and investigation" shall he attained through three outcomes:

- The programme shall support the outcome "Enhanced police competence in preventing and combating crime, providing security and safeguarding human rights" (Outcome I) by way of two pre-defined projects: "Enhanced police competence in preventing and combating crime, strengthening communication skills with public and awareness of human rights" (PDP I) and "Modernisation of Police Training Centré" (PDP 2).
- The programme shall support the outcome „lmproved utility of data within the police information system" (Outcome 2) by way of one pre-define project: "Improved utility of data within police information system" (PDP 3).
- The programme shall support the outcome "Enhanced collaboration between national police, international entities and territorial self-government" (Outcome 3) by one pre-defined project: "Cooperation between national police, international entities and territorial self-govenment" (PDP 4) and one small grant scheme (SGS) "Enhancing national and bilateral cooperation in combating hate crime disinformation and hybrid threats", aiming to implement immediate measures fostering media literacy of the general public , and supporting elaboration of educational materials which will represent the formal education based on the existing Educational Framework . The participation of Norwegian partners in the calls under the SGS shall be encouraged and reflected in the evaluation of the project applications.

2. Eligibility

2.1 Eligible applicants:

The rules on eligibility of applicants (project promoters) and project partners are set in Article 7.2 of the Regulation. The following limitations shall be placed:

- Commercial entities, international organisations or bodies or agencies thereof, shall not be eligible applicants (project promoters) or partners under the small grant scheme (SGS).

- Entities established in the Beneficiary State or Norway shall be eligible project partners.

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 of the Regulation the application of indirect costs shall be limited to project selected within the SGS.

For projects in the SGS, at least 90% of total eligible expenditure shall be allocated to implement soft activities/soft measures[27] and bilateral cooperation. Maximum 10% of total eligible expenditure

[27] including the copyright protection of original works of authorship

may be used to finance consumables and supplies[28] (article 8.3(e) of the Regulation) and bilateral cooperation.

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.

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):

One small grant scheme shall be launched in the amount made available as stipulated below. In case of savings under the pre-defined projects listed in section 5.1 of Annex II, the Programme Operator shall seek possibilities to reallocate these funds to the small grant schemes, launching subsequent calls as necessary or eventually to additional activities contributing to the objective of the relevant PDP.

Call	Outcome	Estimated timing of the call	Total available amount	Planned minimum grant applied for	Planned maximum grant applied for
SGS	Outcome 3	Q4 2020	€400,000	€80,000	€200,000

4.2 Selection procedures:

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

The Programme Operator shall be responsible for project evaluation and the award of grants.

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 working 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 Operator, at least one of which shall be independent of and external to the Program-me Operator. 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 expells 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 closes scores shall be used for the ranking of the projects.

The Programme Operator shall establish the Selection Committee. The Selection Committee shall consist of a Chairman and a secretary —representatives of the Programme Operator — without voting rights, and at least three voting members, at least one of them external to the Programme Operator.

[28] consumables and supplies which do not fall within the group of fixed depreciable assets

Representatives of the NMFA 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 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 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 to all projects from the programme may be up to 90% 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

1) "Enhanced Police competence in preventing and combating crime, strengthening communication skills with public and awareness of human rights"

Project Promoter:	Police of the Czech Republic
Donor project partner(s):	DELTA — The Emergency Response Unit of the Norwegian Police Service, Norwegian Police Service
Total maximum eligible costs:	€ 1,255,454
Project grant rate:	85.00 %
Maximum project grant amount:	€ 1,067,136

Programme outcome the project contributes to: "Enhanced police competence in preventing and combating crime, providing security and safeguarding human rights".

The project will enhance the current educational and training system of the Czech Police by expanding it by three new training programmes related to area of human rights, crime prevention and improved effectiveness of the police system. The project will support the strengthening and improving capabilities and skills of the Police and relevant public administration staff dealing with constantly changing security situation, growing aggressiveness, national and international crime. The project will take into account the previous cooperation between the Czech Republic and the Norwegian Radiation Authority on issues connected to CBRN.

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

- Training of police and public administration staff, judges, environmental inspectomte staff, territorial self-government entities, and representatives ofNGOs and academia,
- Training activities focused on ability to eliminate potential risks of organized crime, mainly for RRU members,
- Training of trainers in following programmes: human rights, preventing and combating national and international crime, improving effectiveness of the police system and its performance,
- Networking meetings between the Police, NGOs, academia, municipalities, vulnerable victims, staff for social and legal protection of children, prosecutors,
- Common exercises and exchange of experience between the Rapid Response Unit and DELTA (Norwegian Pat-tner) related to hostage situations and on the CBRN area (chemical, biological, radiological and nuclear).

2) "Modernisation of Police Training Centre"

Project Promoter:	Police of the Czech Republic
Total maximum eligible costs:	€ 3,894,036
Project grant rate:	85.00 %
Maximum project grant amount:	€ 3,309,930

Programme outcome the project contributes to: “Enhanced police competence in preventing and combating crime, providing security and safeguarding human rights”.

The project will create a functional training centre by rebuilding existing unused military facilities in the town of Kutná Hora. Independent functional training center will be part of a large complex with a total area of 26 418 m². The centre will consist of 3 buildings with the total area of 1 600 m², including one conference hall with maximum capacity of 100 participants, 8 classrooms with total capacity about 190 seats and accommodation capacities for ca 100 participants.The centre will host trainings, exercises, workshops, courses and networking meetings at various levels, which will create conditions for improvement of education of the Czech Police and thus higher level of its professionalism and extended cooperation with other stakeholders.

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

- Completion of reconstruction and engineering works
  - Training classrooms
  - Accommodation facility
  - Conference hall
- Landscape work in the area of the center
- Utility networks and wiring for the center
- Building approval
- Initiation of training programmes activities

3) "Improved utility of data within police information system"

Project Promoter:	Police of the Czech Republic
Total maximum eligible costs:	€ 350,769
Project grant rate:	85.00 %
Maximum project grant amount:	€ 298,154

Programme outcome the project contributes to: “Improved utility of data within the police information system”

The project will improve international and national Police cooperation by improving the use of information systems within Czech Police which are instruments for data sharing on national and international level, such as the Schengen Information System (SIS II) and through the development of additional software and mobile application for the existing Anonymous Crisis Helpline intended for members and employees of security forces (Police of the Czech Republic, Fire and Rescue Service of the Czech Republic, Prison Administration of the Czech Republic, Customs Administration of the Czech Republic, General Inspectorate of Security Forces) and the Czech Army.

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

International cooperation in the SIS II framework:

- Trainings on SIS II for Police officers and officers from the Police Directorate of the Czech Republic
- Workshops for experts and specialist
- Training for IT specialist/experts
- Elaboration of the analysis, updating and maintenance of IS EVIN
- Purchase and delivery of non-investment IT technology
- Software supply for police psychologist (pre-perception and cognitive functions software programs, (3 sets)

Evidence software and mobile application for Anonymous Crises Helpline:

- Development of registration software
- Development of mobile application
- Preparation of professional content for the application for the development of mental health
- Identifier of providers of psychological services of the Czech Republic (badges)
- Trainings provided (training of Assessment Center assessors, training of teaching skills, crisis intervention training, training for crises helpline staff)

4) "Cooperation between national Police, international entities and territorial self-government"

Project Promoter:	Police of the Czech Republic
Donor project partner(s):	Oslo Police District, Crime Prevention Department, Public Order Intelligence, Norwegian Police Service
Total maximum eligible costs:	€ 395,934
Project grant rate:	85.00 %
Maximum project grant amount:	€ 336,544

Programme outcome the project contributes to: “Enhanced collaboration between national police, international entities and territorial self-government”

The project will contribute to the reinforcement of information exchange and police training. Furthermore, the project will strengthen the capacity of the Czech Police to react adequately to the needs of global international police cooperation and the project will strengthen the dialogue between Police and territorial self-governments.

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

- Workshops and practical course for police psychologists and crises intervention specialist, Police education/training conference, workshops with foreign police professionals
- Trainings and equipment for Anti-conflict team, including bilateral activities such as study visits and workshops with Norwegian Partner
- International annual conference of the Association of European Police Colleges (AEPC)
- Creating a new model of cooperation and coordination between municipal and national Police, including evaluation of existing cooperation formulating recommendations on improvement of coordination agreements (catalogue of preventing measures)sharing of data system, exchanging information and good practice between police (municipal, district, regional) and territorial self-government on various levels.

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 is up to 90% for private entities and public entities not associated with the state budget. There is no advance payment for public entities associated with the state budget.

Project Promoter	Advance Payment	Interim Payments	Final Payment (reimbursement)
Private entity, NGOs, public entities not associated with the state budget	Up to 90%	0%-90%	10%
Public entity associated with the state budget	No advance payment	Up to 90% Reimbursement of expenditure based on interim reports	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 1 month after signature of the project contract.

For the SGS projects, subsequent payments shall be paid within 1 month after the approval of project interim reports. The final payment will be paid after approval of the final report. Upon approval of the final project report a final balance payment, if applicable, shall be made within 1 month.

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

For the PDPs, interim and final payments shall be based on the principles set out in the Methodology of financial flows, control and certification of programmes financed from the EEA and Norwegian Financial Mechanisms 2014-2021.The periodicity of reporting periods, and deadlines for reporting will be further detailed in the description of the Programme Operator's management and control systems.

6.2 Verification of payment claims

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

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

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

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

6.3 Monitoring and reporting

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

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.

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.