Norwegian Financial Mechanism 2014-2021

PROGRAMME AGREEMENT

between

The Norwegian Ministry of Foreign Affairs

and

The Department of Assistance Programmes, Ministry of Development Funds and Regional Policy,
hereinafter referred to as the "National Focal Point",
representing Poland,
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 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 Warsaw on 12/09/2019	Signed in Warsaw on 12/09/2019
.....	.....
Olav Myklebust	Jerzy Kwieciński
Ambassador. Royal Norwegian Embassy, Poland	Minister of Investment and Economic Development

Annex I to the Programme Agreement

Programme Operators and Partners	
Programme Operator:	Ministry of Health - Poland
Donor Programme Partner:	Norwegian Directorate of Health (HDIR)
IPO:	-
Other Programme Partner(s):	-

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	Reduced social inequalities in health	Number of beneficiaries of services provided or improved (using telemedicine diagnosis/ treatment)	Gender	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	20,000
			Number of medical staff with improved telemedicine and e-health skills as a result of training	N/A	Cumulative number	Survey results	Annually (APR)	0	N/A	750
			Number of children with improved habits (dietary, sports activities)	N/A	Cumulative number	Verified by Project Promoter: contractors data based on number of children in group confirmed by teacher/professional staff or attendance sheet	Annually (APR)	0	N/A	84,000
			Number of children who declare reduced tobacco consumption	N/A	Cumulative number	Verified by Project Promoter: contractors data based on website	Annually (APR)	0	N/A	2,500

						visits and partly website survey				
			Number of people declaring satisfaction with services received from new e-health methods	N/A	Cumulative number	Patient's questionnaire	Annually (APR)	0	N/A	10,000
			Number of telemedicine and e-health models submitted to the Agency for Health Technology Assessment and Tariff System (AOTMiT) for funding verification.	N/A	Cumulative number	Confirmation of submission	Annually (APR)	0	N/A	3
	Output 1.1	Access to healthcare services improved (telemedicine and e-health)	Number of telemedicine and e-health models developed	N/A	Cumulative number	Model decriptions submitted by the experts	Semi-annually (APR and September IFR)	0	N/A	7
			Number of healthcare services provided with the use of modern equipment purchased	N/A	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	20,000
			Number of dissemination workshops organised on telemedicine and e-health pilots	N/A	Cumulative number	Attendance list	Semi-annually (APR and September IFR)	0	N/A	3
			Number of awareness 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	1
			Number of people reached by awareness raising campaign	N/A	Cumulative number	Contractor's campaign reach report	Semi-annually (APR and September IFR)	0	N/A	1,000,000

	Output 1.2	Education on healthy lifestyle of children and youth provided	Number of children and youth covered by educational activities	N/A	Cumulative number	Verified by Project Promoter: contractors data based on number of children in group confirmed by teacher/professional staff or attendance sheet	Semi-annually (APR and September IFR)	0	N/A	25,000
			Number of professional staff trained	Gender	Cumulative number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	500
			Number of parents/caregivers/family members educated in healthy lifestyle of children and youth	N/A	Cumulative number	Verified by Project Promoter: contractors data based on attendance sheet	Semi-annually (APR and September IFR)	0	N/A	25,000
			Number of entities engaged in educational activities on healthy lifestyle	N/A	Cumulative number	Verified by Project Promoter: contractors data	Semi-annually (APR and September IFR)	0	N/A	12
			Number of awareness raising campaigns carried out (anti-smoking campaign)	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	1
			Number of people reached by awareness raising campaign	N/A	Cumulative number	Verified by Project Promoter: contractors data based on website visits	Semi-annually (APR and September IFR)	0	N/A	1,000,000
	Output 1.3	Children and youth's mental health supported	Number of parents/caregivers/family members educated on mental health of children	N/A	Cumulative number	Verified by Project Promoter: contractors data	Semi-annually (APR and	0	N/A	500

						based on attendance sheet	September IFR)			
			Number of professional staff trained on mental health of children	Gender	Cumulative number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	100
			Number of entities engaged in educational activities on mental health	N/A	Cumulative number	Verified by Project Promoter: contractors data	Semi-annually (APR and September IFR)	0	N/A	10
			Dedicated internet portal/webpage to mental health of children	N/A	Binary	Signed by Project Promoter acceptance of functioning webpage	Semi-annually (APR and September IFR)	No	N/A	Yes
PA06	Bilateral Outcome	Enhanced collaboration between beneficiary and donor state entities involved in the programme	Level of trust between cooperating entities in Beneficiary States and Donor States	N/A	Scale 1-7	Survey results	Annually (APR)	4.88[1]	N/A	4.5[2]
			Level of satisfaction with the partnership	N/A	Scale 1-7	Survey results	Annually (APR)	5.25[3]	N/A	4.5[4]
			Share of cooperating individuals who apply the knowledge acquired from bilateral partnership	N/A	Percentage	Survey results	Annually (APR)	N/A	N/A	50 %
	Output 1001.1	Bilateral cooperation in health sector improved	Number of projects involving cooperation with a donor project partner	N/A	Cumulative number	Copies of contracts concluded with Project Promoters, Partnership agreements between	Semi-annually (APR and September IFR)	0	N/A	6

[1] Survey carried out by the FMO
[2] Target is ≥4.5, and an increase on the baseline value
[3] Survey carried out by the FMO
[4] Target is ≥4.5, and an increase on the baseline value

						Project Promoters and project partners				

Conditions

General

1. No more than 50% of the total eligible expenditure of the Programme shall be available for infrastructure (hard measures).

2. The National Focal Point shall ensure that at least 10% of the total Programme allocation shall address children's health.

3. 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.

4. The National Focal Point shall ensure that the programme includes measures that addresss community based care for mental health.

5. For predefined project no. 2 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.

6. For predefined project no. 2 under Section 5.1 of Annex II to the Programme Agreement, the Programme Operator's responsibilities regarding the verification of payment claims described in Article 5.6.1 e) of the Regulation and the Programme Operator's monitoring and control functions described in Article 5.6.1 g) of the Regulation shall be carried out by an entity independent of and unrelated to the Programme Operator.

7. No more than 37% of the total eligible project cost in the projects selected under the open call shall be available for equipment.

Pre-eligibility

No costs shall be eligible under pre-defined project no. 2 (under Section 5.1 of Annex II to the Programme Agreement) before a revised detailed description and budget for the pre-defined project, including the role and contribution of the donor project partners, have been agreed with the donor project partners, submitted to the FMO and FMO has confirmed the grant to the project. The Programme Operator shall ensure that efforts are made to secure the participation of a donor project partner in the mental health component of the pre-defined project.

Pre-payment

Not applicable

Pre-completion

Not applicable

Post-completion

Not applicable

Eligibility of costs - period	**First date**	**Final date**
Eligibility of costs	21/12/2017	30/04/2025
Grant rate and co-financing		
Programme eligible expenditure (€)		€ 17,986,079
Programme grant rate (%)		85.00 %
Maximum amount of Programme grant - EEA Financial Mechanism (€)		-
Maximum amount of Programme grant - Norwegian Financial Mechanism (€)		€ 15,288,167

Maximum amount of Programme grant - Total (€)	€ 15,288,167

PA	Budget Heading	Norway Grants	Total grant	Programme grant rate	Programme co-financing	Programme eligible expenditure	Advance payment
PA06	Programme management	€ 1,655,000	€ 1,655,000	85.00 %	€ 292,059	€ 1,947,059	€ 165,000
PA06	Outcome 1 (Norway Grants)	€ 13,633,167	€ 13,633,167	85.00 %	€ 2,405,853	€ 16,039,020	n/a
Total		**€ 15,288,167**	**€ 15,288,167**	**85.00 %**	**€ 2,697,912**	**€ 17,986,079**	**€ 165,000**

Retention of management costs	
Retention of management costs - Percentage of the management costs	10.00 %
Retention of management costs - Planned Euro value	€ 194,706

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 NMFA. Commitments, statements and guarantees, explicit as well as implicit, made in the concept note, are binding for the Programme Operator (PO) unless otherwise explicitly stipulated in the annexes to this Programme Agreement.

The Programme Operator is the Ministry of Health (Department of Investment Evaluation). The Norwegian Directorate of Health is the Donor Programme Partner (DPP).

The Programme ***objective: "Improved prevention and reduced inequalities in health"*** shall be attained through ***one outcome: "Reduced social inequalities in health" (Outcome 1)*** by way of

- two pre-defined projects:
  - "Tackling social inequalities in health with the use of e-health and telemedicine solutions" (PDP 1)
  - "Healthy lifestyle of children and youth" (PDP 2), and
- one open call for proposals (Call 1) to test the models developed in the pre-defined project on telemedicine and e-health policy (PDP 1). Bilateral partnerships shall be encouraged by providing extra points in the selection criteria.

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.

Eligible applicants under the open call for proposal shall be limited to:

- Supra–regional hospitals defined as medical entities established by a minister or a central body of government administration, public medical university of public university engaged in teaching and research activities in the area of medical science; or
- Research institutes engaged in research and development activities in the field of medical science being a part of healthcare system

in mandatory partnership with at least one primary health care (PHC) facility pursuant to an agreement concluded with the National Health Fund.

2.2 Special rules on eligibility of costs:

Costs are eligible in accordance with Chapter 8 of the Regulation. Article 8.6 (Purchase of real estate and land) shall not be applied.

3. Bilateral relations

3.1 Bilateral relations

Funds earmarked for bilateral relations under the Programme shall be allocated to, among others:

- Initiatives in the field of antimicrobial resistance (AMR) and promoting vaccinations. These initiatives are to raise awareness among patients and medical personnel about the responsible prescription and use of antibiotics and of the importance, safety and effectiveness of vaccinations.
- Initiative on 'Pandemic preparedness – gaining experience for building an early warning system for infectious diseases' submitted by Department of Analysis and Strategy in the

Polish Ministry of Health as the Project Promoter and the Norwegian Directorate of Health as Norwegian Project Partner.

The use of the funds for bilateral relations allocated to the Programme shall be agreed on in the Cooperation Committee. Parties of the bilateral initiatives might specifically be designated by the Cooperation Committee or selected through an open call.

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):

The Programme Operator shall organise one open call for proposals. Where funds remain uncommitted after the selection of projects, the Programme Operator may launch additional calls.

Call	Outcome	Estimated timing of the call	Total available amount (€)	Planned minimum grant amount per project (€)	Planned maximum grant amount per project (€)
Call 1	Outcome 1	Q4 2021	5,795,825	200,000	675,000

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 details of the selection criteria, together with the text of the open call for proposals, shall be discussed and agreed in the Cooperation Committee.

The Programme Operator shall be responsible for reviewing the applications for compliance with administrative and eligibility criteria. The applicants shall be provided with the possibility to provide additional information or documents to determine the compliance with these criteria. The applicants whose application are rejected at this stage shall be given reasonable time to appeal that decision to the Programme Operator, and as a second instance to the National Focal Point.

Each application that meets the administrative and eligibility criteria shall be reviewed by two impartial experts, at least one of whom shall be independent of and external to the Programme 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 experts shall be used. If the difference between the scores given by the two experts is more than 30% of the higher score, a third expert, who shall be impartial and independent of the Programme Operator as well as of the members of the Selection Committee, shall be commissioned by the Programme Operator. In such cases, the average score of the two closest scores shall be used for the ranking of the projects

Based on the expert assessment, the Programme Operator may request additional information and/or clarification from the applicants. The additional information requested, the response provided and any consequent changes to the scoring shall be duly documented.

The Programme Operator shall establish a Selection Committee. The Selection Committee shall consist of a Chair and a Secretary – representatives of the Programme Operator – without voting rights. The Selection Committee shall be composed of at least five voting members, including three representatives of the Programme Operator, and two representatives from organisations engaged in public health issues.

Representatives of the National Focal Point and the NMFA, shall be invited to participate in the Selection Committee as observers. The Rules of Procedure of the Selection Committee and the final number of voting members shall be further discussed and agreed in the Cooperation Committee.

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 Selection Committee. The minutes shall be approved by all members of the Selection Committee. The Chair 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 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 decides which projects shall be supported.

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

4.3 Project grant rate:
Grants from the Programme may be up to 100% of total eligible expenditure of the project. The project grant rate shall in all cases be set at a level that complies with the State Aid rules in force and take into account any and all other forms of public support granted to projects. Funds for 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) "Tackling social inequalities in health with the use of e-health and telemedicine solutions"

Project Promoter:	Ministry of Health, Department of eHealth, Ministry of Health - Poland
Donor project partner(s):	Norwegian Centre for E-health Research, Tromsø
Total maximum eligible costs:	€ 5,243,195
Project grant rate:	100.00 %
Maximum project grant amount:	€ 5,243,195

The project aims to equalize access to and improve healthcare in Poland through telemedicine and e-health, focusing on the poorest groups and remote areas. Seven models and standards of telemedicine procedures (including in cardiology, geriatrics, psychiatry (including mental health), obstetrics, diabetology, palliative care and chronic diseases) will be developed. The chosen models will be tested as pilot projects by supra-regional hospitals and institutes, chosen in the open call. The pilots will then be evaluated by an independent entity to identify successful ones to be financed from public sources in the future.

The project will deliver analysis, technical assistance, training and awareness-raising including, inter alia, the following activities:

- Analyses and reports on the possibilities of adapting the Norwegian experience to the Polish ground and developing models of telemedicine solutions to be tested under the projects in the open call
- IT-training for doctors in the most deprived areas, including on software specific for telemedicine and e-health, and e-training on mental health
- Nationwide awareness raising campaign on telemedicine and mental health, prophylaxis and vaccinations
- Webinars for patients with specialists dedicated to prophylaxis and treatment of certain diseases Conference summing up the results of implementation of pilot/model projects
- Dissemination workshops on telemedicine and e-health pilot/model projects
- Evaluation of the telemedicine models and their application
- Information and promotion materials, including materials for the promoters of the projects implemented under the open call

2) "Healthy lifestyle of children and youth"

Project Promoter:	Ministry of Health, Department of Investment Evaluation, Ministry of Health - Poland
Donor project partner(s):	Trøndelag Region Norwegian Cancer Society
Total maximum eligible costs:	€ 5,000,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 5,000,000

The project aims to promote the wellbeing and healthy lifestyle of children and youth, focusing on deprived areas, emphasising three key components, 1) nutrition and sport, 2) substance abuse and 3) mental health.

In the field of nutrition and sport, the project includes, inter alia, the following activities:

- Training programme on choosing healthy options in kindergartens and nurseries (including culinary workshops, sports activities, family picnics, etc.)
- Promotion of sports activities for children, youth and their parents
- Preparation of promotional and educational materials on healthy lifestyle
- Purchase of some small equipment like sports items, promotional and educational tools disseminated among children
- Education for caretakers (parents, caretakers in nurseries and kindergartens, sports trainers)

In the field of substance abuse the project includes, inter alia, the following activities:

- Research to identify factors that contribute to the initiation of tobacco use by teenagers and youth and determine how to address tobacco affordability
- Preparation of promotional and educational materials on healthy lifestyle
- A nationwide anti-tobacco campaign addressed to youth

The mental health component will include inter alia:

- Report on selection of target group
- Training for school staff, parents and carers on mental health problems of youth
- Workshops with psychologists, parents and teachers on how to help teenagers with mental health problems

- Elaboration of informational materials on methods of seeking help for disturbed children and youth
- Provision of an internet portal (website) on mental health containing e-learning courses, schooling materials for teachers and careers and informational materials for youth.

5.2 Financial Instruments

Not applicable

6. Programme Management

6.1 Payment flows

The Programme Operator shall ensure the timely transfer of an advance payment, interim payment(s) and a payment of the final balance to the Project Promoter. Advance and interim payments are made in pre-financing instalments for up to 90% of the total project grant amount.

The advance payment will be transferred to the Project Promoter within 30 days from the signature of the project contract.

The interim payment(s) shall be paid within 20 days of the approval of the project interim report(s) and may be paid when at least 70% of the previous pre-financing (advance and interim) instalment(s) has been settled.

Upon approval of the final project report, a final balance, if applicable, shall be made within 20 days. Where the total amount of earlier payment(s) is higher than the final amount of the grant, the payment of the balance will take the form of recovery.

The frequency and size of individual payments in relation to the projects' duration of implementation shall be annexed to the project contract, and shall be in accordance with the overview below:

Project Implementation Duration	Advance Payment	Maximum amount of an interim payment	Final Payment
≤ 18 months	50% - 70%	20%	10%
> 18 months	25% - 45%	45%	10%

There is no payment flow in case of the predefined projects, where the Project Promoters are publicly financed units. The budgetary process and reporting schedule are set at the predefined project contract level.

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 through the interim or final reports will be subject to administrative verifications before the report is approved. Verifications 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 by the Programme Operator.

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

6.3 Monitoring and reporting

The Programme Operator shall monitor, record and report on progress towards the Programme's outcomes in accordance with the provisions contained in this Agreement. The Programme Operator shall ensure that suitable and sufficient monitoring and reporting arrangements are made with the project promoters in order to enable the Programme Operator to meet its obligations to the FMO and the Donor States.

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

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, the NMFA shall be informed prior to reallocation of funds between the PDPs as described in section 5.1 or reallocation related to the open call for proposals (section 4.1). The NMFA shall aim to provide feedback to any proposed reallocation of funds within two weeks from the receipt of the proposal.