EEA Financial Mechanism 2014-2021

PROGRAMME AGREEMENT

between

The Financial Mechanism Committee
established by Iceland, Liechtenstein and Norway

and

The Estonian State Shared Service Center (SSSC),
hereinafter referred to as the "National Focal Point",
representing Estonia,
hereinafter referred to as the "Beneficiary State"

together hereinafter referred to as the "Parties"

for the financing of the Programme "Research and Education"

hereinafter referred to as the "Programme"

Chapter 1
Scope, Legal Framework, and Definitions

Article 1.1
Scope

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

Article 1.2
Legal Framework

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

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

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

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

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

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

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

Article 1.3
Definitions

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

Article 1.4
Annexes and hierarchy of documents

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

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

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

Chapter 2
The Programme

Article 2.1
Co-operation

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

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

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

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

Article 2.2
Main responsibilities of the Parties

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

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

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

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

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

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

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

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

Article 2.3
Objective and outcomes of the Programme

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

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

Article 2.4
Programme grant

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

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

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

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

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

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

Article 2.5
Special conditions and programme specific rules

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

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

Article 2.6
Programme implementation agreement

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

Article 2.7
Reporting

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

Article 2.8
External monitoring

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

Article 2.9
Modification of the Programme

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

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

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

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

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

Article 2.10
Communication

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

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

Article 2.11
Contact information

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

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

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

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

Article 2.12
Representations and Warranties

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

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

Chapter 3
Projects

Article 3.1
Selection of projects and award of grants

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

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

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

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

Article 3.2
Project contract

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

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

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

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

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

Article 3.3
Project partners and partnership agreements

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

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

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

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

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

Chapter 4
Finance

Article 4.1
Eligible expenditures

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

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

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

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

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

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

Article 4.2
Proof of expenditure

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

Article 4.3
Payments

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

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

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

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

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

Article 4.4
Transparency and availability of documents

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

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

Article 4.5
Irregularities, suspension and reimbursements

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

Chapter 5
Final provisions

Article 5.1
Dispute settlement

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

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

Article 5.2
Termination

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

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

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

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

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

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

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

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

Article 5.3
Waiver of responsibility

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

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

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

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

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

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

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

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

Article 5.4
Entry into force and duration

****

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

For the Donors

Signed in Tallinn, Estonia on 18/06/2018

.....
Dagfinn Sorli

For the National Focal Point

Signed in Tallinn, Estonia on 18/06/2018

.....
Kaie Koskaru-Nelk

Annex I to the Programme Agreement

Programme Operators and Partners	
Programme Operator:	Ministry of Education and Research - Estonia
Donor Programme Partner:	Directorate for Higher Education and Skills (HK-DIR) National Agency for International Education Affairs (AIBA) Research Council of Norway (RCN)
IPO:	-
Other Programme Partner(s):	-

Programme Objective	Enhanced research-based knowledge development

PA	Outcome/Output	Expected programme results	Indicator	Disaggregation	Unit of measurement	Source of verification	Frequency of reporting	Baseline values	Baseline year	Target value
PA02	Outcome 1	Enhanced performance of Baltic research internationally	Number of joint applications for further funding	Donor State, Funding source (applied for)	Cumulative number	Copies of the application for funding	Annually (APR)	0	N/A	10
			Number of joint articles submitted to peer-reviewed publications	Donor State, Type of scientific publication	Cumulative number	Proof of submission	Annually (APR)	0	N/A	50
			Number of jointly registered applications for Intellectual Property Protection	Donor State	Cumulative number	Copies of filed application(s)/registration reference	Annually (APR)	0	N/A	3
	Output 1.1	Knowledge of Research Shared	Number of researchers supported[1]	Gender, Type of graduate degree	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	25

[1] PhD/postdoc or other person who carries out academic or scientific research and receiving support from the EEA Grants 2014-202

PA03	Outcome 2	Improved skills and competences of students and staff in higher education	Number of students with received ECTS credits	Gender	Cumulative number	Project Promoter's records	Annually (APR)	0	N/A	150
			Number of joint intellectual outputs created in cooperation projects[2]	N/A	Cumulative number	Project Promoter's records	Annually (APR)	0	N/A	10
	Output 2.1	Cooperation projects implemented in higher education	Number of joint events (courses, summer/winter schools, workshops, seminars, etc.)	Donor State	Cumulative number	Project Promoter's records	Annually (APR)	0	N/A	15
	Output 2.2	Facilitated professional mobility of staff (HEI workers and academic staff) and students in higher education	Number of students from Estonia in exchanges	Gender, Donor State, Type of exchange	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	100
			Number of students from Donor States in exchanges	Gender, Donor State, Type of exchange	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	50
			Number of staff from Estonia in exchanges	Donor State, Gender, Type of exchange	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	100
			Number of staff 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	50
	Output 2.3	Increased quality of study programme in	Number of students taking part in Norwegian language and literature	Gender	Cumulative number	Course attendance reports	Semi-annually (APR and	0	N/A	30

[2] Studies, curricula, teaching materials, teaching methodologies etc.

		Norwegian language and literature	lecturers at Tartu University				September IFR)			
PA03	Outcome 3	Competence of educational staff increased, related to working with special education needs (SEN)	Share of teachers who reported improved competencies in SEN[3]	N/A	Percentage	Survey	2020 and then annually	N/A	N/A	75 %
			Number of articles submitted to peer-reviewed publications	Type of scientific publication	Cumulative number	Proof of submission	Annually (APR)	0	N/A	4
	Output 3.1	Capacity building activities implemented	Number of training courses organized	N/A	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	4
			Number of public lectures and seminars organized	N/A	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	4
			Number of researchers supported	Gender	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	10
			Number of teachers trained	Gender	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	150

[3] Out of the teachers receiving the training courses (based on the trainings follow-up survey)

PA02	Bilateral Outcome	Enhanced collaboration between beneficiary and donor state entities involved in the programme	Level of satisfaction with the partnership	N/A	Scale 1-7	Survey results	Annually (APR)	6.67[4]	2022[5]	4.5[6]
			Level of trust between cooperating entities in Beneficiary States and Donor States	N/A	Scale 1-7	Survey results	Annually (APR)	6.56[7]	2022[8]	4.5[9]
			Share of cooperating organisations that apply the knowledge acquired from bilateral partnership	N/A	Percentage	Survey results	Annually (APR)	N/A	N/A	50[10]
	Bilateral Output 1	Cooperation between Donors and Beneficiary state facilitated	Number of projects with a donor project partner	N/A	Cumulative number	Copies of contracts concluded with Project Promoters; Partnership agreements between Project Promoters and project partners	Semi-annually (APR and September IFR)	0	N/A	21

[4] Based on the survey carried out on behalf of the FMO
[5] Survey carried out on behalf of the FMO
[6] Target is ≥4.5, and an increase on the baseline value.
[7] Based on the survey carried out on behalf of the FMO
[8] Survey carried out on behalf of the FMO
[9] Target is ≥4.5, and an increase on the baseline value.
[10] Target is minimum 50 %.

Conditions

General

1. For the indicators related to Outcome 1, the National Focal Point shall ensure that the Programme Operator ensures that double counting of the achievements is avoided across the research programmes implemented in Estonia, Latvia and Lithuania.

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	10/05/2017	30/04/2025
Grant rate and co-financing		
Programme eligible expenditure (€)		€ 8,101,061
Programme grant rate (%)		85.00 %
Maximum amount of Programme grant - EEA Financial Mechanism (€)		€ 6,885,902
Maximum amount of Programme grant - Norwegian Financial Mechanism (€)		-
Maximum amount of Programme grant - Total (€)		€ 6,885,902

PA	Budget Heading	EEA Grants	Total grant	Programme grant rate	Programme co-financing	Programme eligible expenditure	Advance payment
PA02	Programme management	€ 483,000	€ 483,000	85.00 %	€ 85,235	€ 568,235	€ 140,000
PA02	Outcome 1 (EEA Grants)	€ 5,100,000	€ 5,100,000	85.00 %	€ 900,000	€ 6,000,000	€ 0
PA03	Outcome 2 (EEA Grants)	€ 945,402	€ 945,402	85.00 %	€ 166,836	€ 1,112,238	€ 5,000
PA03	Outcome 3 (EEA Grants)	€ 357,500	€ 357,500	85.00 %	€ 63,088	€ 420,588	€ 2,000
Total		**€ 6,885,902**	**€ 6,885,902**	**85.00 %**	**€ 1,215,159**	**€ 8,101,061**	**€ 147,000**

Retention of management costs	
Retention of management costs - Percentage of the management costs	10.00 %
Retention of management costs - Planned Euro value	€ 56,824

Research and Education

Operational rules (Annex II)

1. **Programme summary**

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

The Programme Operator is the Ministry of Education and Research of Estonia. Certain tasks of the Programme Operator may be delegated to the Estonian Research Council (ETAg) and the Education and Youth Board, however this does not in any way reduce or restrict the responsibility of the Programme Operator. The Research Council of Norway (RCN), the Norwegian Directorate for Higher Education and Skills (HK-dir) and the National Agency for International Education Affairs, Liechtenstein (AIBA) shall act as Donor Programme Partners.

The programme objective "Enhanced research-based knowledge development" shall be attained through three outcomes:

- Outcome 1: "Enhanced performance of Baltic research internationally"

The outcome will be supported by way of one open call for proposals. The call will be a part of the "Baltic Research Programme", to be implemented also under the Research programmes in Latvia and Lithuania, aiming at enhancing the performance of research in the Baltic Region.

- Outcome 2: "Improved skills and competences of students and staff in higher education"

The outcome will be supported by way of three open calls for proposals and a pre-defined project. The projects will take the form of institutional cooperation projects and mobility projects between higher education institutions.

- Outcome 3: "Competence of educational staff increased, related to working with special education needs (SEN)"

The outcome will be supported by way of one pre-defined project.

2. Eligibility

2.1 Eligible applicants:

The provisions of Chapter 8 of the Guideline for Research Programmes contain the rules on eligibility of applicants and project partners under outcome 1. The rules on eligibility of applicants and project partners under outcome 2 are set in Article 7.2 of the Regulation.

The following limitations to the above provisions shall be placed:

	Eligible applicants (project promoters)	**Eligible project partners**
Outcome 1	Research organisations, as defined in the EU Framework for State aid for research and development and innovation (2014/C 198/01), established in Estonia	• Research organisations, as defined in the EU Framework for State aid for research and development and innovation (2014/C 198/01), established in Estonia, Latvia,

		Lithuania, Norway, Iceland or Liechtenstein • Research organisations, whose primary goal is to independently conduct fundamental research, industrial research or experimental development or to widely disseminate the results of such activities by way of teaching, publication or knowledge transfer, established in third countries are eligible partners but cannot receive funding from the project grant
Outcome 2	Higher education institutions established in Estonia.	• public or private entities established in Norway, Iceland, Liechtenstein or Estonia.7

Partnerships with at least one entity established in either Latvia or Lithuania, as well as an entity established in one of the Donor States is mandatory within all projects selected under outcome 1. Partnerships with at least one entity established in one of the Donor States is mandatory within all projects selected under outcome 2.

[7] At least one partner from the Donor States must be a public or private higher education institution.

2.2 Special rules on eligibility of costs:

Costs are eligible in accordance with chapter 8 of the Regulation. The following exceptions are made:

- Article 10.8 of the Guideline for Research Programmes concerning indirect costs shall apply in case of projects under outcome 1.
- Only costs incurred by project promoters and project partners from Estonia, Latvia, Lithuania and/or the relevant Donor States shall be eligible.
- In accordance with Article 8.4 of the Regulation, for projects under outcome 2, the project grant shall take the form of the standard scales of unit costs contained in the Guideline for Educational Programmes and/or in the EU Erasmus+ Programme Guide, as amended from time to time. Expenditure actually incurred by the Project Promoters shall not be eligible except in the case of special needs support and other exceptional cases specifically approved by the Programme Operator.

3. Bilateral relations

3.1 Bilateral relations

The Programme shall contribute to strengthening bilateral relations between Estonia and the Donor States.

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

The further use of the funds for bilateral relations allocated to the programme shall be agreed with The Research Council of Norway, the Norwegian Agency for International Cooperation and Quality

Enhancement in Higher Education and the National Agency for International Education Affairs, Liechtenstein.

In accordance with the Guideline for Educational Programmes and Article 4.4 of the Regulation, a Cooperation Committee shall be established for outcomes 2 and 3.

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):

Outcome	Modality	Indicative timing	Total available amount	Minimum/Maximum grant applied for
Outcome 1: Enhanced performance of Baltic research internationally	Call for proposals	October 2018	€6,000,000	€300,000 – €800,000 (for applications with a partner from either Latvia or Lithuania, as well as one Donor State partner) €300,000 – €1,000,000 (for applications with partners from both Latvia and Lithuania, as well as one Donor State partner)
Outcome 2: Improved skills and competences of students and staff in higher education	Call for proposals #1	2018	€383,074	€10,000 – €150,000 (for cooperation projects implemented in higher education – output 2.1)
	Call for proposals #2	2019	€400,000	
	Call for proposals #3	2020	€400,000	€500 – €150,000 (for facilitated professional mobility of staff (HEI workers and academic staff) in higher education – output 2.2)

4.2 Selection procedures:

Outcome 1:

Applications submitted under the call for proposals under outcome 1 shall follow the selection procedures described in the Guideline for Research Programmes. The Programme Committee shall consist of eight members: Two members from Estonia, two members from Latvia, two members from Lithuania and two members from the Donor States.

In the case of equally scored proposals, priority is given to the proposals which have partners from both Latvia and Lithuania involved in the project.

Outcome 2:

Applications submitted under calls for proposals under outcome 2 shall follow the selection procedures outlined in Annex 2 to the Guideline for Educational Programmes. The Norwegian Agency for International Cooperation and Quality Enhancement in Higher Education and the National Agency for International Education Affairs, Liechtenstein shall be full members of the Selection Committee, with the right to vote.

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 takes into account any and all other forms of public support granted to projects. Any remaining costs of the project shall be provided by the Project Promoter.

5. Additional mechanisms within the Programme

5.1 Pre-defined projects

There will be two pre-defined projects implemented under the programme.

1) "Visiting lectureship of Norwegian language at Tartu University"

Project Promoter:	Tartu University
Donor project partner(s):	Directorate for Higher Education and Skills (HK-DIR)
Total maximum eligible costs:	€ 156,000
Project grant rate:	96.15 %
Maximum project grant amount:	€ 150,000

Programme outcome the project contributes to: “Improved skills and competences of students and staff in higher education”.

The pre-defined project will fund one position of a visiting Norwegian lecturer to Tartu University for the length of three years. The lectureship will help the development and continuation of the Norwegian language and literature study program at the Tarty University. In addition to the regular course work, planned activities include: improving the standard of teaching and the curriculum; updating the study materials didactics; creating new cooperation networks; organising exhibitions, seminars and conferences; organising of events that popularise the field of teaching and research; visiting Estonian schools to present the study programme.

2) "Developing and enhancing the teaching quality of inclusive education curriculum"

Project Promoter:	Tartu University
Donor project partner(s):	University of Oslo University of Stavanger
Other project partner(s):	Tallinn University
Total maximum eligible costs:	€ 351,632
Project grant rate:	100.00 %
Maximum project grant amount:	€ 351,632

Programme outcome the project contributes to: “Competence of educational staff increased, related to working with special education needs (SEN)”.

The pre-defined project will enhance inclusive education and promote the development, testing and implementation of innovative practices in the field of teacher training in inclusive education. The project will help to identify and address the causes that prevent teachers from supporting the integration of pupils with special needs into regular classrooms, as well as to strengthen the competencies and capacity of the Estonian universities in this field. The aim of the project is to equip both acting and future teachers with knowledge, skills and competencies necessary to promote inclusiveness and decrease segregation of pupils with special needs. The donor project partners will provide expertise in developing, piloting and implementing an evidence-based teacher training programme in the field of special educational needs. Activities include organisation of seminars and workshops in Estonia, study visits between researchers and students in Estonia and Norway, publications of scientific articles, dissemination activities etc.

5.2 Financial Instruments

Not applicable.

6. Programme Management

6.1 Payment flows

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

Payments of the project grant shall take the form of advance payments, interim payments and a final payment. The level of advance payment to projects shall be set out in the project contract. The maximum level of advance payment shall be linked to the project budget and duration as follows:

Project type and implementation duration	Advance payment	First interim payment	Final payment
Cooperation projects under Baltic Research Programme up to the year 2023	Up to 60%	Up to 30%	10%
Scholarships – Mobility of HEI staff up to 12 months	Up to 70%	Up to 20%	10%
Scholarships – Institutional cooperation projects up to 24 months	Up to 40%	Up to 40%	20%
Scholarships – Visiting lectureship of Norwegian language at Tartu University	Up to 70%	Up to 20%	10%
Scholarships – Developing and enhancing the teaching quality of inclusive education curriculum	Up to 50%	Up to 40%	10%

The first advance instalment shall be paid following the signature of the project contract. Subsequent payments shall be paid after the approval of project interim reports. The final payment will be paid after approval of the final report.

An advance payment of a percentage of the total grant amount shall be paid within 1 month from the submission of a request after signature of the project contract. The interim payments shall be paid within 3 months after the submission of interim project report and within 1 month after the approval of project interim reports.

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

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

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

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

All relevant rules on financial reporting, payment flows and proof of expenditure contained in the Regulation and the Guideline for Research Programmes shall be complied with.

6.2 Verification of payment claims

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

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

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

Requirements for the submission of proof of expenditure shall be set in the project contract and the partnership agreement.

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

6.3 Monitoring and reporting

The Programme Operator shall monitor, record and report on progress towards the programme's outcomes in accordance with the provisions contained in the legal framework. The Programme Operator shall ensure that suitable and sufficient monitoring and reporting arrangements are made with the project promoters in order to enable the Programme Operator and the NFP to meet its obligations to the donors.

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

6.4 Programme administrative structures

The programme is operated by the Ministry of Education and Research of Estonia. The Estonian Research Council (ETAg) may take on tasks related to activities falling under outcome 1 and the Education and Youth Board may take on tasks related to activities falling under outcomes 2 and 3.

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

Not applicable.