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 "Justice"

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.

****

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

For the Donors

Signed in Oslo on 09/07/2020

.....
Niels Engelshioen
Director General, Norwegian Ministry of Foreign Affairs

For the National Focal Point

Signed in Warsaw on 13/07/2020

.....
Malgorzata Jarosinska-Jedynak
Minister of Development Funds and Regional Policy

Annex I to the Programme Agreement

Programme Operators and Partners	
Programme Operator:	Ministry of Justice - Department for Strategy and European Funds
Donor Programme Partner:	Directorate of Norwegian Correctional Service (KDI) Norwegian Ministry of Justice and Public Security (NMOJ)
IPO:	-
Other Programme Partner(s):	-

Programme Objective	Strengthened rule of law

PA	Outcome/Output	Expected programme results	Indicator	Disaggregation	Unit of measurement	Source of verification	Frequency of reporting	Baseline values	Baseline year	Target value
PA19	Outcome 1	Improved correctional system	Number of inmates treated in supported rehabilitation programmes	Gender	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	400
			Share of inmates treated in pilot facilities returning to penitentiary within 1 year of release[1]	N/A	Percentage	Project Promotor Databases of Inmates	2024	N/A	N/A	15 %
			Quality of life among prisoners in pilot facilities	N/A	Scale 1-10	MQPL survey results (survey conducted by PO)	2023, 2024	5.6[2]	2023	5.6[3]
			Quality of life among prison staff in pilot facilities	N/A	Scale 1-10	SQL survey results (survey conducted by PO)	2023, 2024	5.75[4]	2023	5.75[5]

[1] National Average 2015 - 25%

[2] This is the average value derived from the S1-S3 medians from the MQPL survey, recalculated to fit the results framework scale 1-10 (i.e. Scale 1 results divided by 50, Scales 2-3 results divided by 10)

[3] Higher than in non-supported facilities and the baseline

[4] This is the average value derived from the S1-S4 medians from the SQL survey, recalculated to fit the results framework scale 1-10 (i.e. Scales 1-4 results divided by 10)

[5] Higher than in non-supported facilities and the baseline

			Share of penitentiary judges who consider alternative sanctions to be an effective sentencing tool in regions where pilot prisons are established[6]	Gender	Percentage	Project promoters' records Post test	2022, 2024	45.12 %	2022	58.66
	Output 1.1	Pilot facilities providing comprehensive services to inmates created	Number of pilot facilities for inmates built and operational	N/A	Cumulative number	Project Promoters' Records Investment acceptance protocol	Semi-annually (APR and September IFR)	0	N/A	4
			Number of prison places built accordingly to CPT standards	N/A	Cumulative number	Project Promoters' Records Investment acceptance protocol	Semi-annually (APR and September IFR)	0	N/A	784
			Number of places created in half-way houses	N/A	Cumulative number	Project Promoters' Records Investment acceptance protocol	Semi-annually (APR and September IFR)	0	N/A	120
			Number of new rehabilitation programmes developed involving all institutions in the justice chain	N/A	Cumulative number	Project Promoters' Records Final acceptance protocol	Semi-annually (APR and September IFR)	0	N/A	1
	Output 1.2	Education and motivation programmes provided to prison staff	Number of prisons, including pilot prisons, offering education and motivation programmes to prison staff	N/A	Cumulative number	Project promoters' records Declaration of the PP	Semi-annually (APR and September IFR)	0	N/A	10
			Number of prison employees, including employees in the pilot	Gender	Cumulative number	Project promoters' records	Semi-annually (APR and	0	N/A	1,120

[6] The PO shall keep records of this indicator disaggregated per voivodeship

			prisons, participating in education and motivation programmes			Declaration of the PP	September IFR)			
	Output 1.3	Support provided for alternative sanctions and non-custodial solutions	Number of penitentiary judges, prison service personnel, probation officers trained in alternative sanctions and in risk/need assessment in regions where pilot prisons are established[7]	Gender	Cumulative number	Project Promoters' records; Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	420[8]
			Risk/need assessment system developed and solution ready to use	N/A	Binary	Project promoter's records, Investment acceptance protocol	Semi-annually (APR and September IFR)	No	N/A	Yes
	Output 1.4	Training curriculum for prison staff developed	Training curriculum developed on the basis of competency needs assessment	N/A	Binary	Project promoter's records Contract acceptance protocol	Semi-annually (APR and September IFR)	No	N/A	Yes
PA22	Outcome 2	Improved domestic violence prevention system	Annual number of cases of domestic violence officially reported (in project intervention areas)	Gender	Annual number	Official police records	Annually (APR)	2,921[9]	2022	3505[10]
			Number of people at risk for domestic violence benefiting from services provided	Gender	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	1,000

[7] There is no connection between a place where the decision of judge was made and a place where the sentence is served. With this indicator two restrictions should be taken into account: 1. The court regions and Correctional Service regions are not the same, 2. While determining the total number of judges to be trained the number of judges in those regions should be taken into account. The PO shall report on number of people trained by profession in the narrative part of the APR.
The PO shall keep records of this indicator disaggregated per type of training and per type of beneficiaries.
The training shall be done in cooperation with Norwegian partners.

[8] See conditions

[9] The baseline is based on the total number of "blue card" procedures in municipalities implementing projects under SGS1 and SGS2 in 2022

[10] The target value is an increase of 20% on the baseline value

			Share of target group with negative attitudes towards domestic violence	N/A	Percentage	Survey by PO	2022, 2024	75.17 %	2022	82.69 %
			Share of target group trusting the domestic violence protection and support system	Gender	Percentage	Survey by PO	2022, 2024	56.56 %	2022	62.21
	Output 2.1	Nationwide awareness raising campaign on the root causes of domestic violence conducted	Number of awareness raising campaigns on violence against women and domestic violence conducted	N/A	Cumulative number	Project Promoter's records, Audio/video/print material produced as part of the campaign	Semi-annually (APR and September IFR)	0	N/A	1
	Output 2.2	Comprehensive domestic violence prevention programme developed	Number of comprehensive domestic violence prevention programmes tested	N/A	Cumulative number	Project Promoters' Records Contract acceptance protocol	Semi-annually (APR and September IFR)	0	N/A	1
			Number of Family Centres established	N/A	Cumulative number	Declaration of the PP - On spot verification	Semi-annually (APR and September IFR)	0	N/A	5
	Output 2.3	Domestic violence victims with special needs assisted	Number of support models for elderly and disabled victims of domestic violence developed	N/A	Cumulative number	Project Promoters' Records Contract acceptance protocol	Semi-annually (APR and September IFR)	0	N/A	1
PA19	Bilateral Outcome	Enhanced collaboration between beneficiary and	Level of trust between cooperating entities in Beneficiary States and Donor States	N/A	Scale 1-7	Survey results	Annually (APR)	6.72[11]	2021	4.5[12]

[11] Survey to be conducted by FMO.

[12] Target is ≥4.5, and an increase on the baseline value

		donor state entities involved in the programme	Level of satisfaction with the partnership	N/A	Scale 1-7	Survey results	Annually (APR)	6.75[13]	2021	4.5[14]
			Share of cooperating organizations that apply the knowledge acquired from bilateral partnership	N/A	Percentage	Survey results	Annually (APR)	N/A	N/A	80 %
	Bilateral Output 1	Bilateral partnerships supported	Number of prison officers from Poland in exchange (internships, job shadowing, study visits)	Donor State, Gender, Type of exchange	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	425
			Number of projects involving cooperation with a donor project partner	N/A	Cumulative number	Copies of contracts concluded with Project Promoters, Partnership agreements between Project Promoters and project partners	Semi-annually (APR and September IFR)	0	N/A	2
			Number of international networks where partners from Beneficiary States and Donor States participate together	N/A	Cumulative number	Copies of programmes of the bilateral meeting; attendance sheets	Semi-annually (APR and September IFR)	0	N/A	2

[13] Survey to be conducted by FMO.
[14] Target is ≥4.5, and an increase on the baseline value

Conditions

General

1. No more than 850% of the total eligible expenditure of the programme shall be available for infrastructure (hard measures).

2. The National Focal Point shall ensure that the Programme Operator seeks to ensure synergies with programme Home Affairs in order to strengthen the justice chain.

3. The National Focal Point shall ensure that the Programme Operator ensures that an ex ante control of public procurement procedures and documentation (limited to public procurement procedures (review of tender documentation) pursuant to the national public procurement legislation) developed for predefined project no. 1 under section 5.1 of Annex II to the Programme Agreement, is carried out by a competent entity independent of the project promoter, Programme Operator and National Focal Point. The National Focal Point shall notify the NMFA of the results of such control prior to launching the public procurement.

4.For predefined project No.1 under section 5.1 of Annex II of the Programme Agreement, the Programme Operator shall submit a revised detailed budget the latest within 12 months following the positive appraisal pursuant to Article 6.5.3.

5. All activities in the programme shall be in compliance with European legal standards for human rights, the case law of the European Court of Human Rights and the Council of Europe Convention on Preventing and Combating Violence against Women and Domestic Violence (Istanbul Convention). Activities related to the improvement of the correctional system (Outcome 1) shall comply with Council of Europe's European Prison Rules, Recommendations from the European Committee for the Prevention of Torture and Inhuman or Degrading Treatment or Punishment (CPT) and the UN Nelson Mandela Prison Rules.

6. For predefined project no. 3 under section 5.1 of Annex II of the Programme Agreement, the future involvement of a Norwegian partner shall be further explored in the project or under the bilateral fund.

7. For the following indicators the baseline value and target shall be agreed with the FMO within 12 months of receiving a notice of positive appraisal of the relevant predefined project:

- Indicator under outcome 1: Share of trained penitentiary judges who consider alternative sanctions to be an effective sentencing tool;
- Indicator under outcome 2: Share of target group with negative attitudes towards domestic violence;
- Indicator under outcome 2: Share of target group trusting the domestic violence protection and support system.

For the following indicators, the target value will be provided within 12 months of receiving a note of positive appraisal of the relevant predefined project:

- Indicator under output 1.3: Number of penitentiary judges, prison service personnel, probation officers trained in alternative sanctions and in risk assessment in regions where pilot prisons are established.

For outcome 2 indicator Annual number of cases of domestic violence officially reported (in project intervention areas 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 projects under the SGS.

The updated baseline and target values shall be agreed upon through modifications of the programme agreement.

8. 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.

9. For predefined project “Preventing violence against the elderly and people with disabilities”, the Programme Operator’s responsibilities regarding the verification of payment claims described in Article 5.6.1 e) of the Regulation, and the verification of the project outputs described in Article 5.6.1 g) of the Regulation, shall be externalised and be carried out by a legal entity independent of and unrelated to the Programme Operator.

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	21/12/2017	30/04/2025
Grant rate and co-financing		
Programme eligible expenditure (€)		€ 66,777,708
Programme grant rate (%)		85.00 %
Maximum amount of Programme grant - EEA Financial Mechanism (€)		-
Maximum amount of Programme grant - Norwegian Financial Mechanism (€)		€ 56,761,052
Maximum amount of Programme grant - Total (€)		€ 56,761,052

PA	Budget Heading	Norway Grants	Total grant	Programme grant rate	Programme co-financing	Programme eligible expenditure	Advance payment
PA19	Programme management	€ 2,607,052	€ 2,607,052	85.00 %	€ 460,068	€ 3,067,120	€ 700,000
PA19	Outcome 1 (Norway Grants)	€ 49,105,000	€ 49,105,000	85.00 %	€ 8,665,588	€ 57,770,588	€ 0
PA22	Outcome 2 (Norway Grants)	€ 5,049,000	€ 5,049,000	85.00 %	€ 891,000	€ 5,940,000	€ 0
Total		**€ 56,761,052**	**€ 56,761,052**	**85.00 %**	**€ 10,016,656**	**€ 66,777,708**	**€ 700,000**

Retention of management costs	
Retention of management costs - Percentage of the management costs	10.00 %
Retention of management costs - Planned Euro value	€ 306,712

Justice

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 Donor States. 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. All planned activities shall be in compliance with the European judicial culture, i.e., the effectiveness, efficiency, independence and quality of the judiciary as further defined by the European Court of Human Rights case law and the relevant recommendations of the Council of Europe.

The Programme Operator is the Polish Ministry of Justice, Department for Strategy and European Funds. The Norwegian Ministry of Justice and Public Security (NMOJ) and the Directorate of Norwegian Correctional Services (KDI) are the Donor Programme Partners (DPPs). The Programme Operator and the DPPs intend to involve an international organisation with special competence in the implementation of the programme

The programme's ***objective 'Strengthened rule of law'*** shall be attained through two outcomes:

- The programme shall support the ***'Improved correctional system' (Outcome 1)*** by way of
  - one predefined project: 'The Pilot rehabilitation complexes for inmates' (PDP 1).
- The programme shall support the outcome ***'Improved domestic violence prevention system' (Outcome 2)*** by way of
  - two predefined projects
    - 'The Integrated System of Domestic Violence Prevention' (PDP 2); and
    - 'Preventing Violence Against the Elderly and People with Disabilities' (PDP 3).
  - and two small grant schemes
    - (SGS 1) 'Pilot implementation of integrated prevention programmes' (establishing family centres), linked to PDP 2; and
    - (SGS 2) 'Preventing violence against the elderly and people with disabilities (development of local support systems in selected municipalities) linked to PDP 3.

2. Eligibility

2.1 Eligible applicants:

	Eligible applicants (project promoters)	**Eligible partners**
Small grant scheme no. 1 **Outcome 2:** Improved domestic violence prevention system	Polish local government units.	Non-governmental organisation established as a legal person in the Republic of Poland or the Kingdom of Norway. Polish or Norwegian public entity working in the field of prevention of domestic and gender-based violence.
Small grant scheme no. 2 **Outcome 2:** Improved domestic violence prevention system	Polish local government units.	Non-governmental organisation established as a legal person in the Republic of Poland or the Kingdom of Norway.

		Polish or Norwegian public entity working in the field of prevention of domestic and gender-based violence.

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

Purchase of land and real estate pursuant to Art 8.3.1. d) of the Regulation is only eligible in PDP 1.

3. Bilateral relations
3.1 Bilateral relations
The programme shall contribute to strengthening bilateral relations between Poland 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 call for proposals, as well as by encouraging donor partnership projects in call text.

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

Within the Programme Area *Prevention of Domestic and Gender-based Violence* the multilateral cooperation has been initiated by the Norwegian Ministry of Justice and Public Security under the *Synergy* project. With regard to this project the Programme Operator will coordinate activities carried out by the Polish side.

Within the Programme Area *Correctional Services and Pre-trial Detention* the Directorate of Norwegian Correctional Services has taken the initiative to establish three thematic multilateral working groups; Education, Evaluation and Conferences with participants from several beneficiary countries. These working groups aim at sharing good practice and creating synergies between the countries within the correctional service. The working group on Evaluation has been established for the purpose of supporting the indicator *Quality of life among prison staff in pilot facilities* (Outcome 1 – Improved correctional service).

Strengthening the cooperation on transfer of sentenced persons in order to make the implementation of the European Convention on Transfer of Sentenced Persons and its additional protocol more effective, is foreseen. The parties intend to work towards a bilateral agreement on transfer of sentenced persons. A first draft on a bilateral agreement on transfer of sentenced persons between Poland and Norway will be presented as soon as possible. The parties also intend to strengthen the cooperation on transfer of sentences persons.

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):

	Indicative timing	**Total available amount**	**Minimum grant amount applied for**	**Maximum grant amount applied for**
Small grant scheme no. 1 **Outcome 2:** Improved domestic violence prevention system	Q2/2022	€ 2,730,000~~€ 3,040,000~~	€ 5,000	€ 400,000

Small grant scheme no. 2 **Outcome 2:** Improved domestic violence prevention system	Q2/2022	€ 660,000~~€ 760,000~~	€ 5,000	€ 75,000

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 calls 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 published in the call text. The review will be carried out by the Formal Assessment Team. The applicants shall be provided with the possibility to provide additional information or documents to determine the compliance with these criteria. The applicants whose applications are rejected at this stage shall be informed of the reasons of rejection in writing and given reasonable time to appeal that decision to the Programme Operator, and in a second step, to the National Focal Point.

Each application that meets the administrative and eligibility criteria shall be reviewed by the Content-related Assessment Team composed of external experts for compliance with content related (merit) criteria. At this stage, projects shall be reviewed by at least two external and impartial experts appointed by the Programme Operator. The experts shall be selected through a competitive procedure.

The experts shall separately score the project according to the scoring criteria published within 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, 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.

Applicants may be requested additional information and documents at this stage.

The Programme Operator shall establish a Selection Committee. The Selection Committee shall consist of a Chairperson, a Secretary, members and observers. The members have voting rights (one vote per person). The members are two representatives of the Programme Operator, two representatives of the DPPs with competence in the relevant programme area, and two representatives of other institutions with competences in the relevant programme area. Rules and procedures of the Selection Committee, as well as which institutions to be represented in the Selection Committee, shall be further discussed and agreed in the Cooperation Committee. The Selection Committee shall aim at achieving consensus among all members. Representatives of the National Focal Point, the FMC, and the Norwegian Embassy in Poland shall be invited to participate in the Selection Committee as observers.

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 the Selection Committee's Chairperson. The Chairperson of the Selection Committee shall submit the list of the recommended projects with justification for modifications, 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 decide which projects shall be supported.

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

4.3 Project grant rate:
Grants to projects 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.

5. Additional mechanisms within the Programme
5.1 Pre-defined projects

1) "The pilot rehabilitation complexes for inmates"

Project Promoter:	Central Board of Prison Service
Donor project partner(s):	Directorate of Norwegian Correctional Service (KDI) The University College of the Norwegian Correctional Service (KRUS) Bergen prison Bjørgvin prison Lyderhorn Halfway House Sogn og Fjordane Probation Office Hordaland Probation Office
Other project partner(s):	The Academy of Justice
Total maximum eligible costs:	€ 57,770,588
Project grant rate:	100.00 %
Maximum project grant amount:	€ 57,770,588
Estimated duration:	50 months

The objective of the project is to improve the correctional services in Poland. The project focuses on establishing four pilot correctional complexes, each consisting of a pilot prison, production hall and a half-way house for the rehabilitation of inmates. The objective will be achieved through training of staff, work experience and implementation of reintegration programmes and inter-institutional cooperation i.e. focusing on alternative measures to prison. The new prison pavilions are pilots for the theory of where the modernized training programmes will be applied in practice. The Norwegian prison authorities mentioned above as project partners assist KDI and KRUS in implementing the project.

The project is divided into three modules, each focused on improving different aspects of the Polish correctional and penitentiary system:

- **Module 1** foresees construction of four pilot correctional complexes. Each of the complexes will consist of a pilot prison/residential pavilion (for up to 210 places each), a production hall and a half-way house for inmate rehabilitation. The construction of prison pavilions aims to provide necessary infrastructure so that prison sentences can be served in humane conditions in line with CPT standards. Prisoners will have the possibility of working while serving their sentence. They will be employed by entrepreneurs chosen in the fair and equal procedures. The

investment will allow the implementing authorities to streamline the principle of progression in punishment and seamless penal system. This should entail the convicted person's stay in a penal institution followed by accommodation in a half-way house; the development of a rehabilitation programme; engagement of personnel trained according to modernized training programmes; and close cooperation of the prison system with third parties implementing tasks in the justice chain area. In the new pavilion a modern rehabilitation programme based on restorative justice will be implemented. According to official plans, the complexes are to be operational from 2024. The staff ratio in the new complexes is to be higher than the national average. The overall budget for the module amounts to approximately EUR 53,840,612.70~~52,936,000.~~

- **Module 2** provides for training of penitentiary staff responsible for conducting penitentiary programmes in accordance with the adopted innovative model. Training for prison staff will be proceeded by preparation of prison staff competence profiles, identification of competence gaps and preparation of curricula. The staff to be employed in new pilot correctional complexes are the first to be trained. They will receive practical training in the new prisons after completion of the training courses. Project activities will be planned in such a way that the staff will have appropriate competences already at the opening of new residential pavilions. The overall budget for the module amounts to approximately EUR 3,045,000.
- **Module 3** foresees support of probation through the development of the risk/needs assessment system for estimating the risk of re-offending among inmates and through changes in criminal law, sanctioning the existence of such a risk/needs assessment tool. The tool will be employed in the voivodships where the new pilot correctional complexes are to be built. Training of staff in the implementation of the tool will be provided. The component also provides for training aimed at increasing the use of alternative sanctions. The training shall be directed to those penitentiary judges, probation officers and prison service personnel who are working in the regions where the new pilot correctional services are built. The overall budget for the module amounts to approximately EUR 884,975.30~~1,240,000.~~

The following main activities are foreseen:

Module 1

- Providing technical documentation for the building permits and infrastructure needs;
- Construction of residential pavilions and production halls in Jastrzebie Zdroj, Kozieglowy, Chmielow, and a pavilion in Kaminsk based on modern architectural solutions and half-way houses in Jastrzebie Zdroj, Kozieglowy, Chmielow, and Olsztyn in cooperation with Bergen Prison, Bjørgvin prison and Directorate of Norwegian Correctional Service;
- Construction of a multifunctional building in Chmielow;
- Establishing a bilateral expert group responsible for construction and design of the prison and half-way house;
- Developing a rehabilitation programme for inmates based on restorative justice to be applied in the four correctional complexes in order to support the reintegration to society;
- Developing a rehabilitation programme based on the concept of normality in cooperation with Norwegian entities mentioned above under the so-called "Ambassador Programme";
- Establishing three bilateral working groups 1) Management 2) rehabilitation and 3) security (dynamic security) that will take part in internships and trainings with the purpose of introducing the principle of normality, dynamic security and management of the prison;
- Creating a working methodology for Half-way houses in cooperation with Lyderhorn Half - way house;
- Developing and strengthening the inter-institutional cooperation between prison, probation and local communities aimed at reinforcing the principle of progression in the punishment and seamless penal system in cooperation with the Norwegian partners.

Module 2 (in cooperation with KRUS)

- Preparing competence profiles of prison staff and identification of competence gap;
- Establishing a new educational model and a training curriculum for prison staff;
- Training of prison staff in modernized training programmes that will receive practical training in the pilot pavilions after completion of the courses;
- Establishing a network of support and development of new methods (e-learning for staff);
- Launching a post-graduate study in for the managers of the Polish Prison Service;
- Monitoring the quality and effectiveness of the training of the prison staff.
- Participation in a rehabilitation programme based on the concept of normality in cooperation with Norwegian entities mentioned above under the so-called "Ambassadors Programme".

Module 3

- Development of a risk-analysis tool for release with the assistance from Norwegian partners;
- Training of probation officers, penitentiary judges, correctional service officers in the use of the risk-analysis tool;
- Training of probation officers, penitentiary judges and correctional service officers aimed at increasing the use of alternative sanctions in cooperation with Norwegian partners. The PO and the DPPs shall involve an independent international organization with competence within the field of this activity. The involvement will be determined within 12 months after signing the project agreement.

2) "The Integrated System of Domestic Violence Prevention"

Project Promoter:	Institute of Justice
Donor project partner(s):	University of Stavanger
Total maximum eligible costs:	€ 2,000,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 2,000,000
Estimated duration:	40 months

The main objective of the project is to improve the system for prevention of domestic and gender-based violence. The planned activities shall be in compliance with the Council of Europe Convention on Preventing and Combating Violence against Women and Domestic Violence (Istanbul Convention), with a focus on Article 7 of the Convention according to which the Parties shall take the necessary legislative and other measures to adopt and implement state-wide effective, comprehensive and coordinated policies encompassing all relevant measures to prevent and combat all forms of violence. The project shall aim at prioritizing victims' rights and needs.

The project consists of three components:

1. An assessment of existing solutions and alternative measures for establishing a model for the prevention of domestic violence;
2. Developing a model on the prevention of domestic violence and preparation for testing the model;
3. Evaluating the model, including performing an assessment of the effectiveness of actions taken from the perspective of the system and the users (families), conclusions and recommendations.

The following main activities are foreseen under the first component:

- Performing a literature review/comparative study and a survey to assess the relational support systems in Poland and Norway in the context of domestic violence;

- Performing focus group interviews in Norway and Poland to assess the current situation in the two countries;
- Assessment of the different opportunities to access public support services in Norway and Poland and possible obstacles to accessing support services;
- Assessment of relational risks to try and identify common issues that may result in domestic violence (pilot risk assessment);
- Preparing and publishing a report on the findings from the study.

Under component two the following main activities are foreseen:

- Training for professionals working in family centres such as therapists, social workers, family assistants, psychologists, pedagogues;
- Assessment of the methods for providing relational support by reviewing existing methods used in Norway and Poland;
- Preparing a manual for practitioners on relational support systems;
- Meeting with municipalities to prepare for implementation of the model.

The main activities under the third component are as follows:

- Developing a dedicated tool for evaluating the interventions;
- Performing surveys to establish any possible correlations between identified risks in relationships and the prevalence of domestic violence;
- Performing focus group interviews with professionals and municipalities;
- Producing and publishing a final report on the findings and recommendations for the prevention of domestic violence;
- Conference, seminar in Poland for professionals, researchers, policy-makers and politicians.

3) "Preventing violence against the elderly and people with disabilities"

Project Promoter:	Ministry of Justice - Department for Strategy and European Funds
Total maximum eligible costs:	€ 550,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 550,000
Estimated duration:	46 months

The main objective of the project is to improve the domestic violence prevention system for the elderly and disabled in Poland. The activities planned within the project shall be in line with the Council of Europe Convention on Preventing and Combating Violence against Women and Domestic Violence (Istanbul Concention), in particular with Article 4 of the Convention according to which the implementation of the provisions of the Convention by the Parties, in particular measures to protect the rights of victims, shall be secured without discrimination on any ground including age and disability. The project shall aim at prioritizing victims' rights and needs.

The main activities to be implemented within the project are:

- Diagnosing the phenomenon of violence against elderly and disabled persons by a nationwide survey, including identifying the characteristics and scale of the problem;
- Assessment of the current system of support for the elderly and disabled victims of violence;
- Elaboration of the prevention and family support measures that can be accessed at the local level;
- Research on strategic and operational measures that are in place to support the elderly and disabled;

- Development of a support model that takes into account the specific types of support needed in these cases;
- The support model will encompass activities related to prevention and intervention, and support activities for the target group, identification of victims and possible intervention methods;
- Identification of relevant stress factors that can trigger violence, e.g. when a family needs support from social services;
- Consultation with practical experts working in the field of domestic violence prevention;
- Evaluation of the projects developing local support systems, implemented under the SGS 2;
- Publication of the support model both in an electronic form and in the form of a paper document;
- ~~Performing a nationwide social campaign using TV, internet and press releases to increase the public awareness of domestic violence against the elderly and disabled, and the available measures of support for victims;~~
- Training for professionals, e.g. frontline workers (social workers, police officers, health care professionals and public support staff).

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. Payments of the grant will take the form of pre-financing. Advance and interim payments are made up to 90% of the total project grant.

The advance payment shall be transferred to the Project Promoter within 30 days from the signature of the project contract and shall not exceed 40% of the grant amount.

The interim payment(s) shall be paid within 30 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 reported as incurred in the interim financial reports.

Upon approval of the final project report, a final balance, if applicable, shall be made within 30 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 individual payment schedules shall be set out in the project contract.

6.2 Verification of payment claims
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 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 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 and SGS as described in section 5.1. The NMFA shall aim to provide feedback to any proposed reallocation of funds within two weeks from the receipt of the proposal.