EEA Financial Mechanism 2014-2021

PROGRAMME AGREEMENT

between

The Financial Mechanism Committee

established by Iceland, Liechtenstein and Norway

and

The Special Service EEA, General Secretariat for Public Investments & the NSRF Ministry of Development & Investments,

hereinafter referred to as the "National Focal Point",

representing Greece,

hereinafter referred to as the "Beneficiary State"

together hereinafter referred to as the "Parties"

for the financing of the Programme "Roma Inclusion and Empowerment"

hereinafter referred to as the "Programme"

Chapter 1
Scope, Legal Framework, and Definitions

Article 1.1
Scope

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

Article 1.2
Legal Framework

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

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

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

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

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

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

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

Article 1.3
Definitions

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

Article 1.4
Annexes and hierarchy of documents

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

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

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

Chapter 2
The Programme

Article 2.1
Co-operation

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

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

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

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

Article 2.2
Main responsibilities of the Parties

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

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

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

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

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

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

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

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

Article 2.3
Objective and outcomes of the Programme

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

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

Article 2.4
Programme grant

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

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

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

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

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

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

Article 2.5
Special conditions and programme specific rules

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

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

Article 2.6
Programme implementation agreement

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

Article 2.7
Reporting

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

Article 2.8
External monitoring

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

Article 2.9
Modification of the Programme

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

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

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

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

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

Article 2.10
Communication

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

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

Article 2.11
Contact information

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

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

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

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

Article 2.12
Representations and Warranties

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

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

Chapter 3
Projects

Article 3.1
Selection of projects and award of grants

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

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

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

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

Article 3.2
Project contract

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

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

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

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

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

Article 3.3
Project partners and partnership agreements

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

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

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

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

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

Chapter 4
Finance

Article 4.1
Eligible expenditures

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

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

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

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

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

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

Article 4.2
Proof of expenditure

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

Article 4.3
Payments

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

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

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

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

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

Article 4.4
Transparency and availability of documents

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

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

Article 4.5
Irregularities, suspension and reimbursements

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

Chapter 5
Final provisions

Article 5.1
Dispute settlement

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

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

Article 5.2
Termination

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

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

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

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

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

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

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

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

Article 5.3
Waiver of responsibility

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

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

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

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

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

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

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

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

Article 5.4
Entry into force and duration

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

For the Donors

Signed in Oslo on 02/07/2020

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Niels Engelschiøn
FMC Chair/Director General NMFA

For the National Focal Point

Signed in ..... on .....

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Signed in Athens on 10/07/2020

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Ioannis TSAKIRIS
Deputy Minister/Ministry of Development and Investments

Annex I to the Programme Agreement

Programme Operators and Partners	
Programme Operator:	Ministry of Labour and Social Security - Executive Authority ("Special Service - Executive Structure NSRF") Unit II.A. (Ministry of Labour)
Donor Programme Partner:	-
IPO:	European Union Agency for Fundamental Rights (FRA)
Other Programme Partner(s):	Ministry of Labour and Social Affairs, General Secretariat for Social Solidarity and Fight Against Poverty (General Secretariat for Social Solidarity)

Programme Objective	Enhanced inclusion and empowerment of Roma

PA	Outcome/Output	Expected programme results	Indicator	Disaggregation	Unit of measurement	Source of verification	Frequency of reporting	Baseline values	Baseline year	Target value
PA07	Outcome 1	Enhanced inclusion and empowerment of Roma	Number of jobs created	Gender, Age	Cumulative number	Payroll records, employment agreements	Annually (APR)	0	N/A	25
			Number of national policies and laws influenced	N/A	Cumulative number	Formal responses, acknowledgement of input to consultations, Informal feedback, Survey responses	Annually (APR)	0	N/A	3
			Number of Roma reached by empowerment measures	Gender	Cumulative number	Project Promoter's records, Attendance sheets	Annually (APR)	0	N/A	1,000
			Number of Roma beneficiaries of social inclusion services[1]	Gender, Roma	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	1,500

[1] Social inclusion services include education, employment and health services

	Output 1.2	Social inclusion services provided to Roma	Number of prefectures in which social inclusion services are provided to Roma	N/A	Cumulative number	Records of the Task Force, Project Promoter's Records	Semi-annually (APR and September IFR)	0	N/A	4
	Output 1.3	Task Force on Roma inclusion strengthened	Number of Roma inclusion Task Force staff trained	Gender, Roma	Cumulative number	Training sessions, Attendance sheets, training material	Semi-annually (APR and September IFR)	0	N/A	20
			Number of policy recommendations produced by the Task Force	N/A	Cumulative number	Task Force 's deliverables, (policy reports), Promoter's records	Semi-annually (APR and September IFR)	0	N/A	3
			Number of meetings of the Task Force units held with other public authorities	N/A	Cumulative number	Records of the Task Force, Promoter's records	Annually (APR)	0	N/A	3
			Number of municipal staff trained in Roma inclusion by the Task Force	Gender, Roma	Cumulative number	Project Promoter's records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	15
			Number of other public officials (e.g. teachers, police officers, medical staff, etc.) trained in Roma inclusion (by gender)	Gender	Cumulative number	Records of the Task Force, Promoter's records, attendance sheets	Annually (APR)	0	N/A	5
			IT system for monitoring Roma inclusion policies developed	N/A	Binary	IT deliverables & reports, Promoter's records	Semi-annually (APR and September IFR)	No	N/A	Yes
	Output 1.4	Capacity of Roma Community Services reinforced	Number of staff of Community Services Offices participating in	Gender	Cumulative number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	30

			capacity building initiatives[2]							
	Output 1.5	Social cooperative enterprises of Roma supported	Number of Social Cooperative Enterprises of Roma supported	N/A	Cumulative number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	2
	Output 1.6	Awareness raising campaigns combatting anti-Roma attitudes conducted	Number of awareness raising campaigns combatting anti-Roma attitudes 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	10
	Output 1.7	Advocacy capacity of Roma NGOs reinforced	Number of Roma NGOs participating in learning initiatives on effective advocacy	N/A	Cumulative number	Attendance sheets, Records and reports	Semi-annually (APR and September IFR)	0	N/A	5
	Output 1.8	Roma children supported to attend summer camps	Number of Roma children attending summer camps	N/A	Cumulative number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	50
	Output 1.9	Roma women's empowerment groups created	Number of Roma women's empowerment groups active	N/A	Cumulative number	Project Promoters' records, Task Force's records	Semi-annually (APR and September IFR)	0	N/A	3
	Output 1.10	Roma children in Katerini supported	Number of Roma children in Katerini supported in educational activities	Gender	Cumulative number	Project promoters' records	Annually (APR)	0	N/A	51

[2] Capacity building initiatives here refer to a variety of activities to be designed and implemented by the Task Force Units making the most of relevant FRA experience and with a view to: a) building the capacity of the Roma Community Services Offices staff to design and develop initiatives in cooperation with Roma communities and b) empowering Roma people in participating. Such initiatives may include training of the staff on participating procedures and techniques, on the culture of the Roma, or informing on similar programs in other countries and on the current national strategy about the Roma people, etc.

	Output 1.11	Roma children in Katerini supported to participate in educational & athletic activities	Number of Roma children in Katerini supported to participate in recreational & athletic activities	Gender	Cumulative number	Project promoters' records	Annually (APR)	0	N/A	30
	Output 1.12	Roma young unemployed in Katerini supported to participate in Vocational Training Programmes	Number of Roma young unemployed in Katerini supported to participate in Vocational Training Programmes	Gender	Cumulative number	Project promoters' records	Annually (APR)	0	N/A	30
PA07	Bilateral Outcome	Enhanced collaboration between beneficiary and donor state entities involved in the programme	Level of trust between cooperating entities in Beneficiary States and Donor States	N/A	Scale 1-7	Survey results	Annually (APR)	N/A[3]	N/A	4.5[4]
			Level of satisfaction with the partnership	N/A	Scale 1-7	Survey results	Annually (APR)	N/A[5]	N/A	4.5[6]
			Share of cooperating organisations that apply the knowledge acquired from bilateral partnership	N/A	Percentage	Survey results	Annually (APR)	N/A	N/A	50[7]
	Bilateral Output 1	Partnerships between beneficiary and donor state entities supported	Number of projects involving cooperation with a donor project partner	N/A	Cumulative number	Copies of contracts concluded with Project Promoters, Partnership agreements	Semi-annually (APR and September IFR)	0	N/A	2

[3] No project with a donor project partner
[4] Target is ≥4.5, and an increase on the baseline value
[5] No project with a donor project partner
[6] Target is ≥4.5, and an increase on the baseline value
[7] Target is minimum 50 %

						between Project Promoters and project partners				
			Number of staff from Beneficiary State in exchanges	Donor State, Gender, Type of exchange	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	4
			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	4

Conditions

General

1. For the pre-defined project no. 1 (numbering under Section 5.1 of Annex II to the Programme Agreement), the National Focal Point shall ensure that the Programme Operator ensures that the appraisal foreseen in Article 6.5.3 of the Regulation is externalised and carried out by a legal entity independent of and unrelated to the Programme Operator.

2. For the pre-defined project no. 1 (number under Section 5.1 of Annex II to the Programme Agreement), the Programme Operator's responsibilities regarding the verification of payment claims described in point (e) of Article 5.6.1. of the Regulation and the verification of the project's outputs described in point (g) of Article 5.6.1. of the Regulation, shall be externalised and be carried out by a legal entity independent of and unrelated to the Programme Operator. The Programme Operator shall notify the FMC of the entity appointed to perform these tasks.

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

4. The National Focal Point shall ensure that the Programme Operator reports twice per year on the progress of implementation of the pre-defined project no.2 (numbering under Section 5.1 of Annex II to the Programme Agreement), including on the views of the beneficiaries from the Roma community, as well as on the complementary measures financed by other sources which are linked to the project. This reporting shall also include an assessment of how the implemented measures have contributed to the promotion of the de-segregation of the Roma population benefiting from the project.

5. The National Focal Point shall ensure that the Programme Operator ensures that Project Promoters:

- keep any buildings purchased, constructed, renovated or reconstructed under the project in their ownership for a period of at least 5 years following the completion of the project and continue to use such buildings for the benefit of the overall objectives of the project for the same period;
- keep any buildings purchased, constructed, renovated or reconstructed under the project properly insured against losses such as fire, theft and other normally insurable incidents both during project implementation and for at least 5 years following the completion of the project; and
- set aside appropriate resources for the maintenance of any buildings purchased, constructed, renovated or reconstructed under the project for at least 5 years following the completion of the project. The specific means for implementation of this obligation shall be specified in the project contract.

Pre-eligibility

No costs shall be eligible under pre-defined project no. 2 (number under Section 5.1 of Annex II to the programme agreement) before a detailed description (including timing and overview for accompanying infrastructure measures financed by the national budget and the European Union budget and means of financing of accompanying soft measures) and budget under the pre-defined project has been submitted and the FMC has confirmed the grant to the project as described in Annex II to this programme agreement.

Pre-payment

Not applicable

Pre-completion

Not applicable

Post-completion

Not applicable

Eligibility of costs - period	**First date**	**Final date**
Eligibility of costs	01/11/2017	30/04/2025
Grant rate and co-financing		
Programme eligible expenditure (€)		€ 5,488,398
Programme grant rate (%)		72.41 %
Maximum amount of Programme grant - EEA Financial Mechanism (€)		€ 3,974,188
Maximum amount of Programme grant - Norwegian Financial Mechanism (€)		-
Maximum amount of Programme grant - Total (€)		€ 3,974,188

PA	Budget Heading	EEA Grants	Total grant	Programme grant rate	Programme co-financing	Programme eligible expenditure	Advance payment
PA07	Programme management	€ 510,000	€ 510,000	74.84 %	€ 171,428	€ 681,428	€ 0
PA07	Outcome 1 (EEA Grants)	€ 3,464,188	€ 3,464,188	72.07 %	€ 1,342,782	€ 4,806,970	€ 0
Total		**€ 3,974,188**	**€ 3,974,188**	**72.41 %**	**€ 1,514,210**	**€ 5,488,398**	**€ 0**

Retention of management costs	
Retention of management costs - Percentage of the management costs	10.00 %
Retention of management costs - Planned Euro value	€ 68,143

Roma Inclusion and Empowerment

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 Labour and Social Affairs - Executive Authority ("Special Service - Executive Structure NSRF"). The European Union Agency for Fundamental Rights is the International Partner Organisation (IPO). The General Secretariat for Social Solidarity and Fight Against Poverty of the Ministry of Labour and Social Affairs is Programme Partner.

The programme objective is “Enhanced inclusion and empowerment of Roma”. The programme shall support projects within the following Programme Area (PA):

- PA 07 “Roma inclusion and empowerment”.

Within this PA, the programme shall support the outcome "Enhanced inclusion and empowerment of Roma"(Outcome 1).

Outcome 1 shall be supported by way of two pre-defined projects (PDPs): “Task Force supporting Roma inclusion and empowerment” (PDP no. 1) and “Integrated pilot scheme for Roma inclusion in Katerini area” (PDP no. 2), as well as three small grant schemes (SGSs).

The actions in PDP 2 are designed with a special focus on children and women and also with an impact on the whole local community.

2. Eligibility

2.1 Eligible applicants:

The rules on eligibility of project promoters and project partners are set in Article 7.2 of the Regulation. In accordance with Article 7.2.4, the following entities shall be eligible:

Small Grant Schemes	Eligible applicants (project promoters)	Eligible partners
Outcome 1 Small Grant Scheme 1: “Women and Youth Empowerment”	All entities according to Article 7.2.1 of the Regulation Partnership with municipalities having Roma branches or with NGOs shall be mandatory	All entities according to Article 7.2.2 of the Regulation
Outcome 1 Small Grant Scheme 2: “Promotion and Support of Roma children in summer camps and community activities”	All entities according to Article 7.2.1 of the Regulation Partnership with municipalities having Roma branches or with NGOs shall be mandatory	All entities according to Article 7.2.2 of the Regulation
Outcome 1 Small Grant Scheme 3: “Small Scale Interventions”	All entities according to Article 7.2.1 of the Regulation	All entities according to Article 7.2.2 of the Regulation

	Partnership with municipalities having Roma branches or with NGOs shall be mandatory	

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

- in-kind contributions in the form of voluntary work made in accordance with Article 6.4.5 of the Regulation, in case of projects where the project promoter is an NGO or a social partner, may constitute up to 100% of the co-financing required by the programme for the project.

3. Bilateral relations
3.1 Bilateral relations
The programme shall contribute to strengthening bilateral relations between Greece and the Donor States.

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

4. Selection of projects and financial parameters
4.1 Open calls and availability of funds (including number of calls, duration of calls, and estimated size):

Small Grant Schemes	Indicative Timing	Total available amount	Minimum/maximum grant applied for
Outcome 1 Small Grant Scheme 1: "Women and Youth Empowerment"	Second half of 2022	€1 000 000	€50 000 - €200 000
Outcome 1 Small Grant Scheme 2: "Promotion and Support of Roma children in summer camps"	Second half of 2022	€250 000	€5 000 - €200 000
Outcome 1 Small Grant Scheme 3: "Small Scale Interventions"	Second half of 2022	€50 000	€5 000 - €50 000

4.2 Selection procedures:
The Programme Operator shall be responsible for developing and publishing the calls for the three SGSs. The Cooperation Committee shall advise on the selection criteria and the text for the calls for proposals. The calls for proposals shall comply with Article 7.3 of the Regulation, with the principles of implementation of Article 1.3 and the principles and rules set in Article 7.4 of the Regulation.

The submitted applications under the three Small Grant Schemes shall be first assessed against administrative and eligibility criteria. Non-compliance with these criteria results in the automatic

rejection of the application. Rejected applicants shall be notified and given a reasonable deadline from the date of notification to appeal that decision; the deadline for appeals shall be specified in the call.

All applicants that pass the administrative and eligibility criteria, shall be scored and ranked according to the evaluation criteria specified in the call by two impartial experts appointed by the Programme Operator, one of which shall be independent of the Programme Operator. The call text shall clearly indicate the maximum score for each criterion. A minimum score shall also be set for some of the criteria as an elimination criterion, that could lead to rejection of the applicant/promoter. For the purpose of ranking the projects, the average of the scores given by the experts shall be used. The result of the experts' evaluation shall be a ranking list to be handed in the Selection Committee.

The Selection Committee shall be composed of at least four voting members: a Programme Operator officer, an officer working for the Secretariat General for Social Solidarity and Fight against Poverty, a FRA representative and an additional external member independent of the PO and its programme partners.

Representatives of the FMC and the NFP shall be invited to participate in the Selection Committee as Observers.

The Selection Committee shall recommend the projects to be funded to the Programme Operator, including a reserve list, if needed. It also has the right to modify the ranking on a well justified basis being presented in the minutes to be drafted and submitted by the Selection Committee.

The Programme Operator shall verify that the selection process has been conducted in accordance with the Regulation's provisions and that the recommendations by the Selection Committee fully comply with the rules, content and objectives of the Programme. Following such verification, the Programme Operator shall, based on the decision of the Selection Committee, make a decision on which projects shall be supported. If, in exceptional and duly justified cases, the Programme Operator modifies the decision of the Selection Committee, it shall inform the Selection Committee and the applicants affected and provide them with a justification.

The list of selected projects shall be forwarded to the FMC two weeks after its finalisation. For each selected project, the relevant project grant decision shall be made public by the Programme Operator.

4.3 Project grant rate:

Grants to projects from the programme may be up to 100% of total eligible expenditure of the project. In the case of projects where the project promoter is an NGO, as defined in Article 1.6 of the Regulation, the project grant rate may be up to 100% of total eligible expenditure of the project. The project grant rate shall in all cases be set at a level that complies with the State Aid rules in force and takes into account any and all other forms of public support granted to projects. Any remaining costs of the project shall be provided or obtained by the project promoter.

5. Additional mechanisms within the Programme

5.1 Pre-defined projects

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

1) "Task Force Units supporting Roma inclusion and empowerment"

Project Promoter:	Ministry of Labour and Social Affairs - Executive Authority ("Special Service - Executive Structure NSRF"), Unit II.B1
Total maximum eligible costs:	€ 3,100,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 3,100,000

Estimated duration: 36 months

Programme outcome the project contributes to: “Enhanced inclusion and empowerment of Roma”

The project will aim to establish a Task Force Unit which will act as the main tool for boosting, monitoring and implementing the national Roma Integration strategy and related policies and measures at regional and local level. In order to achieve this, the Task Force Unit will develop cooperation, coordination and communication mechanisms and tools for:

(a) supporting, monitoring and assessing policies of the National Roma Integration Strategy and Action Plan, and

(b) for empowering Roma people to actively participate in the social integration process.

The Task Force Unit will also assist Roma communities to participate actively in the planning, monitoring and implementation of policies that affect them through empowerment and motivation activities.

Furthermore, the project will contribute to:

- ensuring the coordination of Roma integration activities;
- transferring expertise and experience, as regards Roma and other local residents’ participation in the design and implementation of social inclusion actions;
- transferring know-how to local authorities staff regarding effective actions for Roma inclusion and assist in mobilizing relevant local actors; and
- encouraging and assist the Roma community to participate actively in the planning, monitoring and implementation of policies that affect them in order to foster a sense of ownership.
- developing and implementing measures to combat discrimination and stereotypes.

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

- the establishment and operation of a Task Force Unit composed of one Central Unit/Steering Committee and four regional Units (located in the main cities of the four regions with a high concentration of Roma populations: Attica, Central Macedonia, East Macedonia and Thrace and West Greece) that will engage with all relevant actors, including Roma, for the implementation of the current 5 -year “National Operational Action Plan for Roma Inclusion 2017-2021” and the next one covering the period 2022-2027.” The four regional Task Force Units shall be comprised of twenty (20) full time expert staff, including at least four (4) of Roma origin;
- setting up a monitoring mechanism which will get feedback from the local communities, empowering Roma citizens to involve and at the same time it will assist Municipalities and the Roma Branches of Community Centers to apply effectively Roma Inclusion policies and measures;
- training and coordination activities for relevant public authorities, Roma and civil society;
- training material, toolkits and guidelines for the capacity building of the relevant public authorities, and for the empowerment of Roma;
- monitoring of the implementation of the National Strategy for Roma Inclusion and diverse contributions to its evaluations;
- activities contributing to the empowerment of Roma people and communities.

The EU Agency for Fundamental Rights (FRA) shall provide advice assisting the regional Task Force Unit and relevant local authorities in designing, developing and implementing consultation and participation activities with the local Roma community during the implementation of the project.

2) "Integrated pilot scheme for Roma inclusion in Katerini area"

Project Promoter:	Municipality of Katerini
Other project partner(s):	Ministry of Labour and Social Affairs, General Secretariat for Social Solidarity and Fight Against Poverty (General Secretariat for Social Solidarity)
Total maximum eligible costs:	€ 1,200,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 1,200,000
Estimated duration:	36 months

Programme outcome the project contributes to: “Enhanced inclusion and empowerment of Roma”.

The project shall include the following activities:

- Educational support activities, such as a study centre, tutoring, school transport, vocational training, and IT/internet access;
- Cultural, sport and recreational activities to facilitate dialogue between Roma and non-Roma communities;
- Necessary side actions, supplies and equipment relevant to the activities under PDP2.

The EU Agency for Fundamental Rights (FRA) will provide, as the international partner organisation, technical expertise and assistance based on its experience in Roma social inclusion at local level, also in Greece. FRA will contribute to the design, development and implementation of activities aiming to engage Roma communities and/or their representatives in actions or measures aimed at tackling their social exclusion and/or the protection of their human and fundamental rights.

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.

With reference to projects implemented by public sector bodies, no actual payments from the Programme Operator to the Project Promoter will be made. All projects shall be pre-financed from the State budget (based on the financing needs of the project) following a receipt of the request from the Project Promoter. After the approval of the request by the Programme Operator, the Directorate for Public Investments of the Ministry of Development and Investments shall submit an order to the Bank of Greece for the financing of the project. As far as the actual payments to the project contractors are concerned, each invoice, duly submitted for payment by the Project Promoter, will be paid within maximum 30 days from its submission.

For pre-defined projects implemented by public sector bodies, these entities shall be financed as follows:

Advance payment	Interim payments	Final Payments (reimbursement)
Up to 30%	Up to 50%	Remaining eligible amount

With reference to projects awarded to entities other than public sector bodies, payments of the project grant to the Project Promoters shall take the form of advance payments, interim payments and payments of the final balance. The level of advance payment to projects shall be set out in the project contract. The maximum level of advance payment for projects supported under the SGSs shall be linked to the project budget and duration as follows:

Advance payment	Interim payments	Final payments (reimbursement)
Up to 30%	Up to 50%	Remaining eligible amount

- Advance payments shall be paid within maximum 30 working days after signature of the project contract.
- Interim and final payments shall be paid within maximum 30 working days after the approval of the project interim/final report.
- The approval of project interim/final reports shall take place within maximum 30 working days from the submission of all 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.

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 verification before the report is approved. Verifications to be carried out shall cover administrative, financial, technical and physical aspects of projects, as appropriate, and be in accordance with the principle of proportionality.

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

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

6.3 Monitoring and reporting

The Programme Operator shall monitor, record and report on progress towards the programme's outcomes in accordance with 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 National Focal Point 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 received from the FMO.

6.4 Programme administrative structures

Not applicable.

7. Communication

The Programme Operator shall comply with Article 3.3 of the Regulations, the Information and Communication Requirements in Annex 3 of the Regulations and the Communication plan for the programme.

8. Miscellaneous

Not applicable.