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 "Good Governance, Accountable Institutions, Transparency"

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	For the National Focal Point
Signed in Oslo on 23/09/2020	Signed in Athens on 25/09/2020
.....	.....
Niels Engelschiøn Director General NMFA and FMC Chairman	Ioannia Tsakiris Deputy Minister, Ministry of Development and Investments

Annex I to the Programme Agreement

Programme Operators and Partners	
Programme Operator:	Managing Authority of the Programme "Digital Transfomation"
Donor Programme Partner:	-
IPO:	Organisation for Economic Co-operation and Development (OECD)
Other Programme Partner(s):	-

Programme Objective	Integrity and accountability of public administration improved

PA	Outcome/Output	Expected programme results	Indicator	Disaggregation	Unit of measurement	Source of verification	Frequency of reporting	Baseline values	Baseline year	Target value
PA16	Outcome 1	Effectiveness of public administration improved	Level of KEP employees' satisfaction of the functionality, usability and efficiency of KEPs	Gender	Scale 1-10	Survey	Annually (APR)	6	2021	9
			Level of citizen's satisfaction with the services provided by KEPs	Age, Gender	Scale 1-10	Survey	Annually (APR)	7	2020	9
			Share of all citizens requests for public services at KEP offices that are delivered using the new information system.	N/A	Percentage	Annual Report of the Directorate of One-Stop-Shop Services of the Ministry of Digital Governance for delivering public services through KEPs.	Annually (APR)	0 %	N/A	80 %
	Output 1.1	KEP's network re-organised according to the principles of proximity, subsidiarity,	Share of all KEP offices nationwide that are re-organised	N/A	Percentage	Project promoter's records, Reports on KEP network structure	Annually (APR)	0 %	N/A	100 %
			Number of completed co-evaluations of KEP network operations	N/A	Cumulative number	Project promoter's records	2022 and then annually	0	N/A	2

		efficiency and effectiveness	Number of completed studies on KEP reorganisation	N/A	Cumulative number	Project promoter's records, Study reports	2022 and then annually	0	N/A	3
	Output 1.3	Infrastructure for digitalisation of initials and signatures at KEPs physical offices in operation	Number of tablets installed in KEP front offices with embedded software for digitalisation of initials and signatures	N/A	Cumulative number	Acceptance report on the provision and installation of hardware and software	2022 and then annually	0	N/A	1,134
	Output 1.4	Integrated platform KEP IS is functional (EU-GO and KEP-BO)	KEP information system developed	N/A	Binary	Acceptance report	Annually (APR)	No	N/A	Yes
			KEP information system is operational and in use	N/A	Binary	Project promoter's records		No	N/A	Yes
	Output 1.5	Conditions to enhance the administrative and digital skills of KEP employees created	Number of attendees in awareness raising workshops for employees	Gender	Cumulative number	Attendance sheets, project promoter's records	2022 and then annually	0	N/A	664
			Number of training modules for KEPs employees' training developed	N/A	Cumulative number	Training guidebooks/material, Project promoter's records	2022 and then annually	0	N/A	3
			Code of ethics for KEP employees adopted	N/A	Binary	Approved code of ethics guidebook, Publication in Official Gazette of Hellenic Parliament	2022 and then annually	No	N/A	Yes
			Number of awareness raising workshops for employees organised	N/A	Cumulative number	Project promoter's records	2022 and then annually	0	N/A	6
	Output 1.6	Citizens informed about the new services and engaged in designing the services	Number of awareness raising campaigns for citizens organised	N/A	Cumulative number	Project promoter's records	2022 and then annually	0	N/A	20
			Number of citizens engaged in service design workshops	Gender	Cumulative number	Project promoter’s records, attendance sheets	2022 and then annually	0	N/A	200
PA16	Outcome 2	Transparency and integrity in public	Number of national policies and laws influenced	N/A	Cumulative number	Project promoter's records	Annually (APR)	0	N/A	1

		institutions enhanced	Establishment of a National Integrity System	N/A	Binary	Project promoter's records	2022 and then annually	No	N/A	Yes
	Output 2.1	National framework for Integrity strengthened	Number of reports drafted (including mapping and survey reports) contributing to the establishment of the National Integrity System	N/A	Cumulative number	Project promoter's records	Annually (APR)	0	N/A	3
			Number of e-learning courses concerning the national framework for integrity delivered	N/A	Cumulative number	Project promoter's records	2022 and then annually	0	N/A	1
			Number of professional staff trained (public servants)	Gender	Cumulative number	Project promoter's records	2022 and then annually	0	N/A	100
			Number of awareness raising conferences conducted	N/A	Cumulative number	Project promoter's records	2022 and then annually	0	N/A	1
			Number of perception-based surveys conducted	N/A	Cumulative number	Project promoter's records	2022 and then annually	0	N/A	1
PA16	Outcome 3	Maladministration in the public sector decreased	Number of valid cases investigated/mediated	N/A	Cumulative number	Legal and public records, project promoter's records	2021 and then annually	15,605	2021[1]	23,407
			Share of public servants that self-report improved cooperation with the Greek Ombudsman[2]	N/A	Percentage	Survey	2022 and then annually	N/A	N/A	80 %
			Share of respondents that are aware of the role of the Ombudsman in combating maladministration	N/A	Percentage	Survey	2022 and then annually	N/A	N/A	80 %
	Output 3.1	Greek Ombudsman	Ombudsman office in Thessaloniki is operational	N/A	Binary	Ombudsman office - record of opening; media coverage,	2022 and then annually	No	N/A	Yes

[1] Every March GO has a regulatory mandate to publish the Independent's Authority, sanctioned by the Constitution, Annual Report of the previous year. The baseline year is 2021 with the results being published in March 2022.

[2] Public servants participating in the working visits, training, awareness workshops, etc. will be surveyed right after their collaboration with GO among others, about the level of their perceived improvement in cooperation and willingness to cooperate with the GO in the future.

		presence in the regions supported				Project promoter's records				
			Number of Ombudsman working visits in the regions	N/A	Cumulative number	Project promoter's records	Annually (APR)	0	N/A	114
	Output 3.2	Cooperation of the Greek Ombudsman with public services and civil society supported	Number of training materials developed	N/A	Cumulative number	Copies of the materials developed, Project promoter's records	Annually (APR)	0	N/A	22
			Number of awareness workshops organized between the Ombudsman and public administration, civil society and trade unions	N/A	Cumulative number	Project promoter's records	Annually (APR)	0	N/A	22
			Number of civil servants and civil society staff trained in good governance principles and practices, human rights, vulnerable groups' rights, equal treatment etc.	Gender	Cumulative number	Project promoter's records, Attendance sheets	Annually (APR)	0	N/A	1,000
	Output 3.3	Access to Ombudsman documents and information increased	IT infrastructure is developed, including web and mobile applications	N/A	Binary	Project promoter's records	2022 and then annually	No	N/A	Yes
	Output 3.4	Capacity building of Ombudsman personnel provided	Number of professional staff from the Ombudsman trained[3]	Gender	Cumulative number	Project Promoter's records, Attendance sheets	2022 and then annually	0	N/A	150
			Number of best practice exchange meetings/ workshops with international/ EU institutions	N/A	Cumulative number	Workshop attendance lists; workshop materials; project promoter's records	Annually (APR)	0	N/A	10
	Output 3.5	Awareness about the preventive role of the	Number of awareness-raising campaigns carried out at the local level	N/A	Cumulative number	Project promoter's records	Annually (APR)	0	N/A	26

[3] In thematic areas, such as mediation, complaint handling, HR topics etc.

		Ombudsman on combating exclusion supported	Number of publications/manuals/information leaflets, training material, communication tools developed	N/A	Cumulative number	Project promoter's records, Audio/video/print material produced as part of the campaign	Annually (APR)	0	N/A	11
PA16	Bilateral Outcome	Enhanced collaboration between beneficiary and donor states involved in the programme	Level of satisfaction with the partnership	N/A	Scale 1-7	Survey results	Annually (APR)	TBD[4]	N/A	5[5]
			Share of cooperating organisations that apply the knowledge acquired from bilateral partnership	N/A	Percentage	Survey results	Annually (APR)	N/A[6]	N/A	50 %
			Level of trust between cooperating entities in Beneficiary States and Donor States	N/A	Scale 1-7	Survey results	Annually (APR)	TBD[7]	N/A	5[8]
	Bilateral Output 1	Cooperation between Donor and Beneficiary State entities supported	Number of participants from Beneficiary States in bilateral activities	N/A	Cumulative number	Project promoter's records	Annually (APR)	0	N/A	15
			Number of participants from Donor States in bilateral activities	N/A	Cumulative number	Project promotor's records	Annually (APR)	0	N/A	15
			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	2022 and then annually	0	N/A	3

[4] Survey to be carried out by the FMO
[5] Target is 5, and an increase on the baseline value
[6] Survey to be carried out by the FMO
[7] Survey to be carried out by the FMO
[8] Target is 5, and an increase on the baseline value

Conditions

General

1. 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.

2. The National Focal Point shall ensure that the Programme Operator ensures that Project Promoters revise the timeline of the pre-defined projects no.2 and no.3 before the conclusion of the project contracts so that the duration of the pre-defined projects is maintained within the maximum eligibility period by 30 April 2024. The FMC shall be informed about the revised duration of those pre-defined projects.

3. For the indicator "Number of valid cases investigated/mediated" under outcome 3 the baseline value shall be agreed with the FMO within 12 months of receiving a notice of positive appraisal of the relevant predefined project.

Pre-eligibility

No costs shall be eligible under pre-defined projects (number under Section 5.1 of Annex II to the programme agreement) before the partnership agreements with international organisations and the operational financial treatment of international project partners have been signed and agreed and a notification sent the FMC.

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 (€)		€ 7,137,567
Programme grant rate (%)		85.00 %
Maximum amount of Programme grant - EEA Financial Mechanism (€)		€ 6,066,932
Maximum amount of Programme grant - Norwegian Financial Mechanism (€)		-
Maximum amount of Programme grant - Total (€)		€ 6,066,932

PA	Budget Heading	EEA Grants	Total grant	Programme grant rate	Programme co-financing	Programme eligible expenditure	Advance payment
PA16	Programme management	€ 700,000	€ 700,000	85.00 %	€ 123,529	€ 823,529	€ 150,000
PA16	Outcome 1 (EEA Grants)	€ 3,308,200	€ 3,308,200	85.00 %	€ 583,800	€ 3,892,000	€ 250,000
PA16	Outcome 2 (EEA Grants)	€ 411,432	€ 411,432	85.00 %	€ 72,606	€ 484,038	€ 297,500
PA16	Outcome 3 (EEA Grants)	€ 1,647,300	€ 1,647,300	85.00 %	€ 290,700	€ 1,938,000	€ 200,000
Total		**€ 6,066,932**	**€ 6,066,932**	**85.00 %**	**€ 1,070,635**	**€ 7,137,567**	**€ 897,500**

Retention of management costs	
Retention of management costs - Percentage of the management costs	10.00 %
Retention of management costs - Planned Euro value	€ 82,353

Good Governance, Accountable Institutions, Transparency

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 the 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 Management Authority for Programme "Digital Transformation". The Organisation for Economic Co-operation and Development (OECD) is the International Partner Organisation (IPO).

The programme objective is 'Integrity and accountability of public administration improved'.

The programme shall support projects within the following Programme Area (PA):

- PA 16 - Good Governance, Accountable Institutions, Transparency'.

The programme will be implemented through four outcomes:

- Outcome 1 (Effectiveness of public administration improved) shall be supported by way of one pre-defined project (PDP no.1): Organizational Upgrade and Digital Transformation of Citizen Service Centers Network (KEP) and public services provided;
- Outcome 2 (Transparency and integrity in public institutions enhanced) shall be supported by way of one pre-defined project (PDP no.2): Strengthening of integrity, transparency and anti-corruption framework;
- Outcome 3 (Maladministration in the public sector decreased) shall be supported by way of one pre-defined project (PDP no.3): 'Greek Ombudsman actions for strengthening good governance, accountability and combating maladministration in the public sector';
- Outcome 4: Enhanced Collaboration between beneficiary and donor states involved in the programme.

2. Eligibility

2.1 Eligible applicants:

Not applicable.

2.2 Special rules on eligibility of costs:

Not applicable.

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):

Not applicable.

4.2 Selection procedures:
Not applicable.

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. 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 three pre-defined projects implemented under this programme:

1) "Organizational Upgrade and Digital Transformation of Citizen Service Centers Network (KEP) and public services provided"

Project Promoter:	General Secretariat of Digital Governance & Simplification of Procedures
Other project partner(s):	Organisation for Economic Co-operation and Development (OECD) GRNET S.A
Total maximum eligible costs:	€ 3,892,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 3,892,000

The project aims at reforming strategically the functional operations of the KEPs' Network in order to provide efficient solutions to the main problems identified and strategically restore the KEPs as a Point of Single Contact (PSC) under the Digital Gateway framework. The project will support the creation of an independent, effective and operational network of front offices for public administration that responds to the needs of the society, to the provision of high-level services for the citizens and enterprises, as well as to the exploitation of the capabilities of e-government and the rational use of the available resources.

Through the project proposed actions, direct citizens access to public administration, technological modernization of public administration and reduction of bureaucracy will be achieved, maladministration will be reduced and management concerning citizens' problems will be enhanced.

The proposed areas of support are:

1. The optimization of KEPs' Network. This will aim to improve the KEPs' network operation as an integrated governmental structure and to provide the baseline for continuous improvement of its future operation. This will include, inter alia, an assessment and a number of studies for the re-organisation of the network and the integration of services.

2. The process reengineering (review/ (re) design/innovation) of KEPs' Administrative Processes. This will include, inter alia, the review and reengineering of all the administrative processes that are performed by KEPs.

3. The implementation of electronic signature within the KEPs' Network. This will include the installation and integration of an electronic signature system as well as the training of KEPs' employees on the new system.

4. The implementation of the KEP Information System: e-KEP and EU-GO portal. This will include, inter alia, the definition and development of the new KEP Information System and training of users.

5. The improvement of the Digital and Administrative Skills for KEP's employees. This will include, inter alia, the development of training material and code of ethics for KEPs' employees.

6. The communication towards, and the engagement of citizens and stakeholders. This will include, inter alia, the organisation of stakeholders' consultations at national and international level as well as promotion and communication activities towards citizens, public servants and KEPs' employees.

GRNET S.A, the National Infrastructures for Research and Technology, a supervised by the Ministry of Digital Governance state owned company, will act as project partner and will provide technical knowhow by implementing the new KEP Information management system.

The OECD will contribute as project partner to a set of activities for the optimization of KEPs' Network.

2) "Strengthening of integrity, transparency and anti-corruption framework"

Project Promoter:	National Transparency Authority
Other project partner(s):	Organisation for Economic Co-operation and Development (OECD)
Total maximum eligible costs:	€ 484,037
Project grant rate:	100.00 %
Maximum project grant amount:	€ 484,037

The project aims at improving key institutional and operational elements of the National Anti-Corruption Strategy, in order to effectively prevent corruption and promote integrity and transparency in public life as integral elements and quality indicators of good governance in Greece.

Following the entry into force of the L. 4622/07.08.2019, the National Transparency Authority (henceforth NTA) was established, as the Independent Authority with an anti-corruption mandate. NTA seeks to design and implement a government wide National Integrity System namely, a single national framework to prevent unethical behaviour and misconduct and promote good and accountable public governance in Greece. The project aims at strengthening of the National Framework for integrity in the public sector especially in conflict of interests situations in public sector.

It includes the following activities:

- mapping of national and international practice and policies on conflicts of interest;
- proposals for legislative changes and reforms in Greece along with international good practices and tools concerning the management of conflicts of interest;
- creation of a web-based training tool to enhance public officials' skills and critical thinking;
- design and conduct of a survey for public servants measuring the implementation and the impact of integrity policies;
- organization of a multi-stakeholder conference to communicate the results.

The OECD will act as project partner and will provide a set of reports including recommendations and proposals for legislative changes and reforms as well as methodologies and practical tools for the strengthening of the National Integrity System.

3) "Greek Ombudsman actions for strengthening good governance, accountability and combating maladministration in the public sector"

Project Promoter:	Greek Ombudsman
Other project partner(s):	European Union Agency for Fundamental Rights (FRA)
Total maximum eligible costs:	€ 1,938,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 1,938,000

The project aims at strengthening the capacity building of the Greek Ombudsman, both in terms of human capacity and infrastructure in order to combat maladministration and promote the principles of transparency, good governance and equal treatment. In order to achieve these goals, citizens' accessibility to the Ombudsman services is crucial. Citizens' accessibility will be improved through an updated IT infrastructure as well as with active presence of the Ombudsman in the regions.

An Ombudsman office in Thessaloniki is of major importance so as to achieve better accessibility and visibility in North Greece, taking into consideration the range and nature of problems identified in the region as well as the scale of services to be performed by the Greek Ombudsman in North Greece through a regional Office.

In order to enhance Ombudsman presence in all regions, visits will be scheduled all over Greece, with emphasis on the areas with scarce presence (e.g. big cities of Dodecanese prefecture, North Aegean, Peloponnese, Crete, etc.). Moreover, the Ombudsman will cooperate with the regional and local authorities to develop a network and strengthen cooperation. Through these visits the Ombudsman will improve the operation of regional administrative structures and services, aiming at effectiveness and transparency.

The project will also support awareness raising on the Ombudsman mandates, promoting its preventive role, strengthening cooperation with the public authorities as well as with the civil society.

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

- the establishment of an operational office in Thessaloniki;
- visits of the Ombudsman staff in the regions and strengthening of cooperation with public administration;
- strengthening the IT infrastructure of the Ombudsman office;
- continuing education of the Ombudsman personnel;
- awareness raising, assisting in combating exclusion and in strengthening cooperation.

The EU Agency for Fundamental Rights (FRA) will contribute to the fulfilment of the above goals through its contribution to trainings and capacity building activities related to fundamental rights, in particular in specific areas of its competence and expertise, including in relation to groups in vulnerable situations, such as persons with disabilities, Roma, children, prisoners in detention, etc.

5.2 Financial Instruments

Not applicable.

6. Programme Management

6.1 Payment flows

The Programme Operator shall ensure that payments to projects are made in a timely manner.

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 35%	Up to 35%	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.

Notwithstanding the above description of the financial flows, the Programme Operator shall ensure that, in the case of projects implemented by or in partnership with international organisations, or a body or an agency thereof, advance payments and all subsequent payments to the project from the Programme are sufficient to ensure that pre-financing requirements can be met and that all payments due to the international organisation, or a body or an agency thereof, are made without delay.

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 Regulation, the Information and Communication Requirements in Annex 3 of the Regulation and the Communication plan for the programme.

8. Miscellaneous

Not applicable.