Norwegian Financial Mechanism 2014-2021

PROGRAMME AGREEMENT

between

The Norwegian Ministry of Foreign Affairs

and

The Ministry of Investments, Regional Development and Informatization of the Slovak Republic,
hereinafter referred to as the "National Focal Point",
representing Slovakia,
hereinafter referred to as the "Beneficiary State"

together hereinafter referred to as the "Parties"

for the financing of the Programme "Domestic and Gender-based Violence"

hereinafter referred to as the "Programme"

Chapter 1
Scope, Legal Framework, and Definitions

Article 1.1
Scope

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

Article 1.2
Legal Framework

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

(a) Agreement between the Kingdom of Norway and the European Union on the Norwegian Financial Mechanism 2014-2021 (hereinafter referred to as the Agreement);(b) the Regulation on the implementation of the Norwegian Financial Mechanism 2014-2021 (hereinafter referred to as the "Regulation") issued by Norway in accordance with Article 10(5) of the Agreement;

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

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

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

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

Article 1.3
Definitions

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

Article 1.4
Annexes and hierarchy of documents

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

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

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

Chapter 2
The Programme

Article 2.1
Co-operation

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

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

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

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

Article 2.2
Main responsibilities of the Parties

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

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

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

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

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

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

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

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

Article 2.3
Objective and outcomes of the Programme

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

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

Article 2.4
Programme grant

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

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

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

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

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

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

Article 2.5
Special conditions and programme specific rules

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

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

Article 2.6
Programme implementation agreement

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

Article 2.7
Reporting

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

Article 2.8
External monitoring

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

the Programme and/or its projects, financial control and audit.

Article 2.9
Modification of the Programme

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

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

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

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

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

Article 2.10
Communication

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

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

Article 2.11
Contact information

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

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

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

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

Article 2.12
Representations and Warranties

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

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

Chapter 3
Projects

Article 3.1
Selection of projects and award of grants

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

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

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

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

Article 3.2
Project contract

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

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

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

4. The National Focal Point shall ensure that the obligations of the Project Promoter under the project contract are valid and enforceable under the applicable law of the Beneficiary State.

Article 3.3
Project partners and partnership agreements

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

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

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

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

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

Chapter 4
Finance

Article 4.1
Eligible expenditures

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

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

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

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

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

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

Article 4.2
Proof of expenditure

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

Article 4.3
Payments

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

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

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

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

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

Article 4.4
Transparency and availability of documents

The National Focal Point shall ensure an audit trail for financial contributions from the Norwegian Financial Mechanism 2014-2021 to the Programme in accordance with Article 9.8 of the Regulation.

Article 4.5
Irregularities, suspension and reimbursements

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

Chapter 5
Final provisions

Article 5.1
Dispute settlement

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

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

Article 5.2
Termination

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

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

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

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

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

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

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

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

Article 5.3
Waiver of responsibility

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

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

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

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

5. Neither the European Free Trade Association, its Secretariat, including the FMO, its officials or employees, nor the NMFA, its officials or employees, can be held liable for any damages or injuries of whatever nature sustained by the National Focal Point or the Beneficiary State, the Programme Operator, Project Promoters or any other third

person, in connection, be it direct or indirect, with this programme agreement.

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

Article 5.4
Entry into force and duration

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

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

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

For the Donors

Signed in Bratislava on 15/11/2018

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Terje Theodor Nervik
For Niels Engelschion, Director General, Norwegian Ministry of Foreign Affairs

For the National Focal Point

Signed in Bratislava on 15/11/2018

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Matus Sutaj Estok
Head of the Government Office of the Slovak Republic

Annex I to the Programme Agreement

Programme Operators and Partners	
Programme Operator:	Ministry of Investments, Regional Development and Informatization of the Slovak Republic
Donor Programme Partner:	Norwegian Directorate of Health (HDIR)
IPO:	Council of Europe (CoE)
Other Programme Partner(s):	Ministry of Labour, Social Affairs and Family of the Slovak Republic

Programme Objective	Domestic and gender-based violence prevented and victims protected and assisted

PA	Outcome/Output	Expected programme results	Indicator	Disaggregation	Unit of measurement	Source of verification	Frequency of reporting	Baseline values	Baseline year	Target value
PA04	Outcome 1	Understanding of gender equality increased	Share of population (targeted by awareness-raising activities) favourable to gender equality	Gender	Percentage	Survey results	Annually (APR)	63.22 %[1]	2023	72.7 %[2]
			Share of population (targeted by awareness-raising activities) that reject gender stereotyping	N/A	Percentage	Survey results	Annually (APR)	58.3 %	2023	67.05 %[3]
			Share of students (in targeted schools) favourable to gender equality	Gender	Percentage	Survey results	Annually (APR)	72.33 %[4]	2023	86.8 %[5]

[1] Men: 52.50
Women: 71.69
Other: 36.67
[2] Target value = +15% increase from baseline
[3] Target value = +15% increase from baseline
[4] Men: 60.15
Women: 82.18
Other: 66.67
[5] Target value = +20% increase from baseline

			Share of students (in targeted schools) rejecting gender stereotyping	N/A	Percentage	Survey results	Annually (APR)	54.58 %	2023	62.77 %[6]
	Output 1.1	Measures targeting education and awareness-raising activities in the field of gender equality implemented	Number of awareness-raising campaigns promoting gender equality	N/A	Cumulative number	Project promoters' records	Semi-annually (APR and September IFR)	0	N/A	15
			Number of institutions active in the field of gender equality supported	N/A	Cumulative number	Project contracts, partnership contracts	Semi-annually (APR and September IFR)	0	N/A	12
			Number of schools from marginalised Roma communities to which lectures specifically focused on gender equality have been provided	N/A	Cumulative number	Lists of schools, attendance sheets	Semi-annually (APR and September IFR)	0	N/A	30
			Number of schools provided with lectures focused on gender equality	N/A	Cumulative number	Lists of schools, attendance sheets	Semi-annually (APR and September IFR)	0	N/A	89
PA22	Outcome 2	Victims of domestic and gender-based violence protected and supported	Number of beneficiaries of services provided	Gender	Cumulative number	Project promoters' records	Annually (APR)	0	N/A	700
			Share of supported counselling centres meeting CoE standards[7]	N/A	Percentage	Project promoters' records	Annually (APR)	60 %	2023	72 %[8]
	Output 2.1	Services for victims of domestic and gender-based	Number of awareness raising and educational campaigns implemented by the centres and shelters	N/A	Cumulative number	Campaign materials	Semi-annually (APR and September IFR)	0	N/A	10

[6] Target value = +15% increase from baseline
[7] The standards are set in the Istanbul Convention and in the Council of Europe document 'Combating violence against women: minimum standards for support services' and are adapted to Slovakia by the CMC.
[8] Target value = +20% increase from baseline

		violence preserved	Number of existing counselling centres supported	N/A	Cumulative number	Project contracts	Semi-annually (APR and September IFR)	0	N/A	35
			Number of existing places in shelters supported	N/A	Cumulative number	Project contracts	Semi-annually (APR and September IFR)	0	N/A	200
			Number of service providers running or participating in a consortium with public institutions at local level	N/A	Cumulative number	Project contracts	Semi-annually (APR and September IFR)	0	N/A	43
	Output 2.2	Services for victims of domestic and gender-based expanded or enhanced	Number of counselling centres established or specialised to meet the required standards[9]	N/A	Cumulative number	Project promoters' records	Semi-annually (APR and September IFR)	0	N/A	15
			Number of places in shelters created or specialised to meet the required standards[10]	N/A	Cumulative number	Project promoters' records	Semi-annually (APR and September IFR)	0	N/A	50
			Number of shelters and counselling centres enhanced in terms of children needs	N/A	Cumulative number	Project promoters' records	Semi-annually (APR and September IFR)	0	N/A	43
PA22	Outcome 3	Response systems to victims of domestic and gender-based violence improved	Annual number of cases of gender-based and domestic violence officially reported	Gender	Annual number	Ministry of Justice statistics/Police statistics	Annually (APR)	708	2017	800
			Level of satisfaction of institutions and organisations involved in the response systems with	N/A	Scale 1-10	Survey results (list of participants)	2024	6	2023	8[11]

[9] The standards are set in the Istanbul Convention and in the Council of Europe 'Combating violence against women: minimum standards for support services' (available here: http://bit.ly/2rPgPAS) and are adopted to Slovakia by the CMC.
[10] The standards are set in the Istanbul Convention and in the Council of Europe 'Combating violence against women: minimum standards for support services' (available here: http://bit.ly/2rPgPAS) and are adopted to Slovakia by the CMC.
[11] Target value = +2 from baseline

			the effectiveness of the response system							
	Output 3.1	Coordination and methodological teams established	Number of regional coordination and methodological teams established	N/A	Cumulative number	Bylaws of regional coordination and methodological teams	Semi-annually (APR and September IFR)	0	N/A	7
	Output 3.2	Institutions in the field of DGBV trained	In-depth analyses carried out	N/A	Cumulative number	Copy of analysis	Semi-annually (APR and September IFR)	0	N/A	2
			Number of lectures and consultations provided to supporting professions	N/A	Cumulative number	Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	57
			Number of professional staff trained	Gender, Roma	Cumulative number	List of training participants	Semi-annually (APR and September IFR)	0	N/A	150
			Number of standards for institutions active in the field of Domestic and Gender Based Violence elaborated and in place	N/A	Cumulative number	Copies of the elaborated standards	Semi-annually (APR and September IFR)	0	N/A	4
	Output 3.3	Specialised police teams created	Number of specialised police teams created	N/A	Cumulative number	Police records	Semi-annually (APR and September IFR)	0	N/A	10
	Output 3.4	Police facilities upgraded to cater for sensitivity to victims of domestic and gender-based violence	Number of rooms in police stations customized to the needs of victims of domestic and gender-based violence	N/A	Cumulative number	Police records	Semi-annually (APR and September IFR)	0	N/A	8

PA22	Bilateral Outcome	Enhanced collaboration between beneficiary and donor state entities involved in the programme	Level of satisfaction with the partnership	N/A	Scale 1-7	Survey results	Annually (APR)	7[12]	2022	4.5[13]
			Level of trust between cooperating entities in Beneficiary States and Donor States	N/A	Scale 1-7	Survey results	Annually (APR)	7[14]	2022	4.5[15]
			Number of best practices transferred from Norway to Slovakia	N/A	Cumulative number	Project promoters' records	Annually (APR)	1[16]	2017	3[17]
			Share of cooperating organisations that apply the knowledge acquired from bilateral partnership	N/A	Percentage	Survey results	Annually (APR)	N/A	N/A	50 %[18]
	Bilateral Output 1	Cooperation between Donor and Beneficiary State entities supported	Number of projects involving cooperation with a donor project partner	N/A	Cumulative number	Copies of project contracts	Semi-annually (APR and September IFR)	0	N/A	4
			Number of staff from beneficiary states in exchanges focused on children victims of violence	Donor State, Gender, Type of exchange	Cumulative number	List of participants	Semi-annually (APR and September IFR)	0	N/A	4
			Number of staff from beneficiary states in exchanges or secondments focused on the establishment of sexual assault units	Donor State, Gender, Type of exchange	Cumulative number	List of participants	Semi-annually (APR and September IFR)	0	N/A	6
			Number of staff from donor states in exchanges focused	Donor State, Gender, Type of exchange	Cumulative number	List of participants	Semi-annually (APR and	0	N/A	2

[12] Survey conducted by the FMO
[13] Target is ≥4.5, and an increase on the baseline value
[14] Survey conducted by the FMO
[15] Target is ≥4.5, and an increase on the baseline value
[16] One best practice was transferred during FM09-14.
[17] Net number of practices transferred during FM14-21 will be 2.
[18] Target is minimum 50 %

			on children victims of violence				September IFR)			
			Number of staff from donor states in exchanges or secondments focused on the establishment of sexual assault units	Donor State, Gender, Type of exchange	Cumulative number	List of participants	Semi-annually (APR and September IFR)	0	N/A	2
			Number of workshops on sharing experience on providing services to minorities	N/A	Cumulative number	Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	2

Conditions

General

1. The maximum level of funding available from the total eligible expenditure of the programme for infrastructure (hard measures) shall be 30%.

2. The relevant public institution(s) in the Slovak Republic in charge of the policy area in question, including the Ministry of Labour, Social Affairs and Family, shall be actively involved in the implementation of the programme, specifically as member(s) of the Cooperation Committee. The Ministry of Labour, Social Affairs and Family shall be a voting member at the Selection Committee subject to the absence of any conflict of interest.

3. For Outcome 1 indicators "Share of population (targeted by awareness-raising activities) favourable to gender equality (disaggregated by gender)", "Share of population (targeted by awareness-raising activities) that reject gender stereotyping", "Share of students (in targeted schools) favourable to gender equality (disaggregated by gender)" and "Share of students (in targeted schools) rejecting gender stereotyping," where the baseline value is "to be determined", (TBD), the National Focal Point shall ensure that the Programme Operator submits to the FMO the baseline value, together with a description of the data collection method used, no later than 6 months after the finalisation of the selection of projects under the Small Grant Scheme. The updated baseline value shall be agreed upon through a modification of the programme agreement.

4. For Outcome 2 indicator "Share of supported counselling centres meeting CoE standards," where the baseline value is "to be determined" (TBD), the National Focal Point shall ensure that the Programme Operator submits to the FMO the baseline value, together with a description of the data collection method used, no later than 6 months after the finalisation of the selection of projects under the last relevant call for proposals. The updated baseline value shall be agreed upon through a modification of the programme agreement.

5. For Outcome 3 indicator "Level of satisfaction of institutions and organisations involved in the response systems with the effectiveness of the response system", where the baseline value is "to be determined" (TBD), the National Focal Point shall ensure that the Programme Operator submits to the FMO for approval the baseline value, together with a description of the data collection method used, no later than 6 months after the signature of the contract for the pre-defined projects no. 1 (numbering under Section 5.1 of Annex II to the Programme Agreement). The updated baseline value shall be agreed upon through a modification of the programme agreement.

6. The National Focal Point shall ensure that the Programme Operator informs and coordinates any relevant activities with the Fund Operator of the Active Citizens Fund- Slovakia in order to seek and achieve synergies.

Pre-eligibility

Not applicable

Pre-payment

Not applicable

Pre-completion

Not applicable

Post-completion

Not applicable

Eligibility of costs - period	**First date**	**Final date**
Eligibility of costs	29/11/2016	30/04/2025
Grant rate and co-financing		
Programme eligible expenditure (€)		€ 9,137,956
Programme grant rate (%)		85.00 %
Maximum amount of Programme grant - EEA Financial Mechanism (€)		-
Maximum amount of Programme grant - Norwegian Financial Mechanism (€)		€ 7,767,263
Maximum amount of Programme grant - Total (€)		€ 7,767,263

PA	Budget Heading	Norway Grants	Total grant	Programme grant rate	Programme co-financing	Programme eligible expenditure	Advance payment
PA22	Programme management	€ 815,000	€ 815,000	85.00 %	€ 143,824	€ 958,824	€ 239,706
PA04	Outcome 1 (Norway Grants)	€ 1,445,000	€ 1,445,000	85.00 %	€ 255,000	€ 1,700,000	€ 72,000
PA22	Outcome 2 (Norway Grants)	€ 4,317,263	€ 4,317,263	85.00 %	€ 761,870	€ 5,079,133	€ 0
PA22	Outcome 3 (Norway Grants)	€ 1,190,000	€ 1,190,000	85.00 %	€ 210,000	€ 1,400,000	€ 300,000
Total[19]		**€ 7,767,263**	**€ 7,767,263**	**85.00 %**	**€ 1,370,693**	**€ 9,137,956**	**€ 611,706**

Retention of management costs	
Retention of management costs - Percentage of the management costs	10.00 %
Retention of management costs - Planned Euro value	€ 95,882

[19] The Programme co-financing rounded to 2 decimal places is €1,370,693.47. The above discrepancy appears because of displaying numbers rounded to the whole euro. The Programme eligible expenditure rounded to 2 decimal places is €9,137,956.47. The above discrepancy appears because of displaying numbers rounded to the whole euro

Domestic and Gender-based Violence

Operational rules (Annex II)

1. **Programme summary**

This Annex sets out the operational rules for the programme. The programme agreement is based on the MoU, the concept note and comments made by the NMFA. Commitments, statements and guarantees, explicit as well as implicit, made in the concept note, are binding for the 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 Investments, Regional Development and Informatization of the Slovak Republic. The Norwegian Directorate of Health is the Donor Programme Partner (DPP). The Council of Europe is the International Partner Organisation (IPO). The Ministry of Labour, Social Affairs and Family of the Slovak Republic is the Programme Partner.

The programme objective is "Domestic and gender-based violence prevented and victims protected and assisted". The programme shall support projects within the following Programme Areas (PAs):

PA 04 "Work-life Balance": Within this PA, the programme shall support the outcome "Understanding of gender equality increased" (Outcome 1) by way of one small grant scheme (SGS) focused on capacity-building of organisations working in the field of gender equality and work-life balance.

PA 22 "Domestic and Gender-based Violence": Within this PA, the programme shall support the outcome "Victims of domestic and gender-based violence protected and supported" (Outcome 2) by way of two calls for proposals (calls no. 1 and 2). Call no. 1 will support intervention teams at local level on services for victims of domestic and gender-based violence, including children. Call no. 2 will support the improvement of the quality of the services so that they meet the required standards, including specific services for children victims.

Within the same PA, the programme shall support the outcome "Response systems to victims of domestic and gender-based violence improved" (Outcome 3) by one pre-defined project "Improving the victim-oriented approach – a tool enhancing the capacity to fight violence against women and domestic violence" (PDP no. 1).

There shall be an ambition that shelters and counselling services for victims of domestic and gender-based violence that receive funding under this programme are operational for at least five years after the Programme Operator's approval of the project completion report.

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:

	Eligible applicants (Project Promoters)	Eligible partners
Call no. 1 on intervention teams at local level on services for victims of	Legal entities established as a legal person in the Slovak Republic, which are registered in the social services providers register or accredited providers of social services in the Slovak Republic according to the Act No. 305/2005 Coll.[20] on the Socio-legal	Entities established as a legal person in the Slovak Republic: • Local Office of Labour, Social Affairs and Family

[20] Collection of Acts.

domestic and gender-based violence, including children Outcome 2 "Victims of domestic and gender-based violence protected and supported"	Protection of the Child and on Social Guardianship or Act No. 448/2008 Coll. on Social Services and on change and amendment of the Act No. 455/1991 Coll., or Act No. 274/2017 Coll. on Victims of Crime provided that the social services providers meet the required standards.[21] or Municipalities in accordance with Act No. 369/1990 Coll. on Municipal Administration, established as a legal person in the Slovak Republic or Higher territorial units and offices of self-governing regions in accordance with Act No. 302/2001 Coll. on self-government of higher territorial units established as a legal person in the Slovak Republic -Eligible applicants shall have at least one entity among those listed as "Eligible partners" as project partners and; -At least one of the project partners or the applicant shall be a counselling centre or shelter meeting the required standards.	• City police or local directorate of police corps • Municipalities in accordance with Act No. 369/1990 Coll. on Municipal Administration • State budgetary and contributory organisations established in accordance with Act No. 523/2004 Coll. on Budget Rules of the Public Service • Higher territorial units and offices of self-governing regions in accordance with Act No. 302/2001 Coll. on self-government of higher territorial units • Counselling centre or shelter meeting the required standards provided that at least one of the project partners or the applicant is a counselling centre or shelter meeting the required standards. Other partners in addition to one project partner from the list above: any public or private entity, commercial or non-commercial, as well as non-governmental organisations established as a legal person either in Norway or in the Slovak Republic, or any international organisation or body or agency thereof.
Call no. 2 on improvement of the quality of services so that they meet the required standards,	• Legal entities established as a legal person in the Slovak Republic, which are registered in the social services providers register or accredited providers of social services in the Slovak Republic according to the Act No. 305/2005	Legal entities established as a legal person in the Slovak Republic, which are registered and accredited providers of social services in the Slovak Republic according to the Act No. 448/2008 Coll. on Social Services and on change and amendment of the

[21] The standards are set in the Istanbul Convention and in the Council of Europe document 'Combating violence against women: minimum standards for support services' and are adapted to Slovakia by the Coordinating Methodical Centre.

including specific services for children victims Outcome 2 "Victims of domestic and gender-based violence protected and supported"	Coll. on the Socio-legal Protection of the Child and on Social Guardianship or Act No. 448/2008 Coll. on Social Services and on change and amendment of the Act No. 455/1991 Coll., or Act No. 274/2017 Coll. on Victims of crime, which do not meet the required standards2yet, provided that they have a project partner meeting the required standards, or • Legal entities established as a legal person in the Slovak Republic which are registered and accredited providers of social services in the Slovak Republic according to Act No. 448/2008 Coll. on Social Services and on change and amendment of the Act No. 455/1991 Coll. or accredited according to Act No. 305/2005 Coll. on the Socio-legal Protection of the Child and on Social Guardianship or accredited according to the Act No. 274/2017 Coll. on Victims of crime, which meet the required standards.	Act No. 455/1991 Coll. or accredited according to the Act No. 305/2005 Coll. on the Socio-legal Protection of the Child and on Social Guardianship, or accredited according to the Act No. 274/2017 Coll. on Victims of crime, meeting the required standards Other partners: any public or private entity, commercial or non-commercial, as well as non-governmental organisations established as a legal person either in Norway or in the Slovak Republic, or any international organisation or body or agency thereof.
SGS Outcome 1 "Understanding of gender equality increased"	In accordance with Article 7.2.1 of the Regulation	Any public or private entity, commercial or non-commercial, as well as non-governmental organisations established as a legal person either in Norway or in the Beneficiary States, or any international organisation or body or agency thereof.

Project promoters and partners must adhere to the objectives of the Istanbul Convention, including a victims-oriented, evidence-based approach to combating domestic and gender-based violence in accordance with the principles of gender equality, in line with the overall objective of the programme.

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

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.

In accordance with Article 8.5.1 e) of the Regulation, project promoters or project partners that are international organisations or bodies or agencies thereof, may identify their indirect costs in accordance with the relevant rules established by such organisations.

3. Bilateral relations

3.1 Bilateral relations

The programme shall contribute to strengthening bilateral relations between Slovakia and Norway.

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

The programme shall contribute, inter alia, to the following:

1. Transfer of Norwegian know-how in the field of sexual assault units;
2. Transfer of Norwegian know-how on programmes for perpetrators of violence;
3. Bilateral exchanges focused on the provision of service to minorities;
4. Bilateral exchanges focused on children victims of violence.

The further use of the funds for bilateral relations allocated to the programme shall be agreed in the Cooperation Committee.

4. Selection of projects and financial parameters

4.1 Open calls and availability of funds (including number of calls, duration of calls, and estimated size):

	Indicative timing	**Total available amount**	**Maximum/Minimum grant applied for**
Call no. 1 on intervention teams at local level on services for victims of domestic and gender-based violence, including children **Outcome 2** "Victims of domestic and gender-based violence protected and supported"	1st Half 2021	€ 3,697,691	€ 600,000/ € 200,000
Call no. 2 on improvement of the quality of services so that they meet the required standards, including specific services for children victims **Outcome 2** "Victims of domestic and gender-based violence protected and supported"	2nd half 2021	€ 1,631,721	€ 500,000/ € 200,000
SGS **Outcome 1** "Understanding of gender equality increased"	Launched: 05/2019 4 deadlines: 30.09.2019 31.03.2020	€ 1,700,000	€ 200,000/ € 100,000

	30.09.2020 01.02.2021		

The Programme Operator shall aim to ensure the geographical distribution of funds.

Amounts uncommitted following one call may be transferred to calls within the same outcome.

4.2 Selection procedures:
The project evaluation and award of grants shall be in accordance with Article 7.4 of the Regulation.

The Programme Operator shall be responsible for project evaluation and for the award of grants.

The Programme Operator shall establish a Selection Committee that shall recommend the projects to be funded within the programme. The Selection Committee shall consist of at least four persons possessing the relevant expertise. At least one of them shall be external to the Programme Operator, the DPP, the IPO and the Ministry of Labour, Social Affairs and Family of the Slovak Republic. The DPP and IPO shall be voting members of the Selection Committee. The NMFA and the National Focal Point shall be invited to participate in the meetings of the Selection Committee as observers.

The Programme Operator shall review the applications for compliance with administrative and eligibility criteria. Applicants whose applications are rejected at this stage shall be informed and given a reasonable time to appeal that decision.

Each application that meets the administrative and eligibility criteria shall be reviewed by two experts: one of these experts shall be appointed by the Programme Operator and the other shall be appointed by the DPP and the IPO. The experts shall be impartial and independent of the Programme Operator and the Selection Committee.

The experts shall separately score the project according to the selection criteria published with the call for proposals. For the purposes of ranking the projects, the average of the scores awarded by the experts shall be used.

If the difference between the scores given by the two experts is more than 30 % of the higher score, a third expert shall be commissioned by the Programme Operator to score the project independently. In such cases the average score of the two closest scores shall be used for the ranking of the projects.

The Programme Operator shall provide the Selection Committee with a list of the ranked projects. The Selection Committee shall review the ranked list of projects. It may modify the ranking of the projects in justified cases. The justification for the modifications shall be detailed in the minutes of the meeting of the Selection Committee. If such a modification results in a project's rejection, the affected applicant shall be informed in writing about the justification for the modification. The Selection Committee shall submit the list of recommended projects to the Programme Operator.

The Programme Operator shall verify that the selection process has been conducted in accordance with the Regulation and that the recommendations from the Selection Committee comply with the rules and objectives of the programme. Following such verification, the Programme Operator shall, based on the recommendation of the Selection Committee, make a decision on which projects shall be supported. Prior to making such decision, an on the spot visit may be carried out by the Programme Operator when construction works or purchase of special equipment are foreseen in the project. If the Programme Operator modifies the decision of the Selection Committee or suggests modification of the project, it shall inform the applicants affected and provide them with a justification.

The Programme Operator shall notify the applicants about the results of the selection process within a reasonable time and publicise the results.

The process set out in this Article shall apply to all calls for proposals, including the SGS, under this programme.

The SGS call for proposals shall be open for the submission of applications for two years until the exhaustion of available funds. The applications shall be submitted by the deadlines set in the call. The expected deadlines are set out under Article 4.1. Each deadline shall be followed by the respective selection process, including the selection committee meeting.

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 a social partner, as defined in Article 1.6 of the Regulation, the project grant rate may be up to 90% 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) "Improving the victim-oriented approach – a tool enhancing the capacity to fight violence against women and domestic violence"

Project Promoter:	Institute of Labour and Family Research
Donor project partner(s):	Norwegian Centre for Violence and Traumatic Stress Studies (NKVTS)
Other project partner(s):	Presidium of Police Force of the Slovak Republic Academy of the Police Force in Slovakia Ministry of Labour, Social Affairs and Family of the Slovak Republic Prison and Court Guard of the Slovak Republic
Total maximum eligible costs:	€ 1,400,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 1,400,000

Programme outcome the project contributes to: “Response systems to victims of domestic and gender-based violence improved”.

The project continues and strengthens the work of the Coordinating Methodical Centre (CMC) to develop, implement and coordinate a comprehensive national policy on preventing and combating domestic and gender-based violence, in line with the Council of Europe Convention on preventing and combating violence against women and domestic violence (the Istanbul Convention).

The project supports the CMC in coordinating a multi-agency approach to domestic and gender-based violence, which includes the efforts of the police, justice, health and service agencies, and aims to avoid re-victimisation.

The CMC shall coordinate the cooperation between the entities involved, through regular meetings and exchanges of information, in order to ensure a mutual understanding of the need for an evidence-based and victim-oriented response to domestic and gender-based violence.

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

- Implement evidence-based policy recommendations and guidelines as well as monitoring and evaluation to improve the response to domestic and gender-based violence;
- Support the coordinated and multi-agency approach to domestic and gender-based violence at regional level;
- Research on intimate partner violence in teenage partnerships, on the basis of knowledge and best practice from Norway;
- Adapt interrogation rooms in police stations to victims of domestic and gender-based violence and train specialised police teams on cases of domestic and gender-based violence;
- Provide guidelines and training for police officers on first contact and for investigators on interviews with victims of domestic and gender-based violence;
- Develop and implement intervention programmes for perpetrators of domestic and gender-based violence, including training for professionals and an evaluation of the programmes.

5.2 Financial Instruments
Not Applicable.

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

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

Project implementation duration[22]	**Advance payment**	**1st Interim payment**	**2nd Interim payment**	**3rd Interim payment**	**4th Interim payment**	**Final payment**[23]
Less than 24 months	20%	40%	35%	-	-	5%
24-36 months	15%	30%	25%	25%	-	5%
More than 36 months	10%	20%	20%	25%	20%	5%

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

[22] The project contract may set suspensive conditions related to advance, interim and/or final payments. In justified cases, at the Programme Operator´s discretion, a project promoter may receive extraordinary payments to ensure sufficient funds for the projects during the implementation so as to avoid any liquidity problems, provided that the Programme Operator has sufficient capacity to proceed with these payments.
[23] Retention may be applied at the end of the implementation or pro rata from each advance payment and interim payments.

An advance payment, if any, of a percentage of the total grant amount shall be paid within 15 working days from the submission of a request or within the period set in the project contract. The interim payments shall be paid within 1 month after the approval of project interim reports.

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

The approval of project interim and final reports shall take place within 3 months from the submission of the required information.

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

6.2 Verification of payment claims

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

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

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 NFP to meet its obligations to the NMFA.

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

N/A