EEA Financial Mechanism 2021-2028

PROGRAMME AGREEMENT

between

The Financial Mechanism Committee

established by Iceland, Liechtenstein and Norway

and

The Department of Assistance Programmes, Ministry of Development Funds and Regional Policy,

hereinafter referred to as the "National Focal Point",

representing Poland,

hereinafter referred to as the "Beneficiary State"

together hereinafter referred to as the "Parties"

for the financing of the Programme "Applied Research and Innovation"

hereinafter referred to as the "Programme"

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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 2021-2028 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 2021-2028:

a) Protocol 38d to the EEA Agreement on the EEA Financial Mechanism 2021-2028;

b) the Regulation on the implementation of the EEA Financial Mechanism 2021-2028 (hereinafter referred to as the "Regulation");

c) the Memorandum of Understanding on the Implementation of the EEA Financial Mechanism 2021-2028, 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 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, including risk assessment and response analysis, 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 or giving rise to a conflict of interest. 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 2021-2028 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 and the Programme Operator properly perform the tasks assigned to them in the Regulation and this Programme Agreement;

c) take all necessary steps to ensure that the Programme Operator is fully committed and able to implement and manage the Programme, including ensuring the appropriate allocation of staff and other resources, throughout the programme period;

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; and

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(s) of the Programme

1. This Programme Agreement sets out the objective(s), 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(s), 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. The programme budget annexed to this Programme Agreement shall:

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

b) indicate the agreed advance payment, if any.

3. 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 Article 6.3.2 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
Reporting

The National Focal Point shall ensure that the Programme Operator provides financial reports and a Final Programme Report in accordance with Chapter 9 and Article 6.8 of the Regulation as well as other reporting in accordance with guidelines adopted by the FMC.

Article 2.7
Monitoring and audits

The monitoring and audits referred to in Chapter 10 and Chapter 11 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 2.8
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. Budget reallocations to and from calls and pre-defined projects (both within the same outcome and between outcomes) are permitted without a modification of the Programme Agreement or prior approval by the FMC for an amount of up to 10% of the total allocation for each planned call or pre-defined project.

3. Changes to the Programme which have been agreed in their entirety through a modification of the relevant Memorandum of Understanding do not require a modification of the Programme Agreement. In such cases, the Programme Agreement shall be updated by the FMC.

4. Programme specific exceptions from paragraph 1, if any, are set in the annexes to this Programme Agreement.

5. Expenditures in breach of this Article are not eligible.

6. Should there be a doubt as to whether a modification of the Programme Agreement is

required, the National Focal Point shall consult the FMC before such modifications take effect.

7. Requests for modifications shall be submitted and assessed in accordance with Article 6.7 of the Regulation.

Article 2.9
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 in 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 2.10
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: Managing Director

EFTA House

Avenue des Arts, 19H

1000 Brussels

Telephone: +32 (0)2 286 1701

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 2.11
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 7.5.2 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 of the project contract shall comply with Article 7.9 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 point (y) 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 7.10 of the Regulation.

2. If one of the parties to the agreement is an entity from the Donor States, the partnership agreement

shall be in English and shall be based on a template provided by the FMC.

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

4. 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. Without prejudice to Article 8.9 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; and

c) payments to activities funded by the bilateral funds allocated to the programme.

2. Expenditures of Project Promoters and project partners are eligible provided that they are in accordance with the provisions of Chapter 8 of the Regulation and any further provisions contained in this Programme Agreement.

3. The first date of eligibility of expenditures in projects shall be set in the project contract in accordance with Article 8.14 of the Regulation. The first date of eligibility of any pre-defined project shall be no earlier than the date of entry into force of the Programme Agreement.

4. 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
Proof of conditions fulfilled for simplified cost options

Costs of the Programme Operators, Project Promoters and project partners that are covered by simplified cost options shall be supported by the proof of conditions fulfilled in accordance with Article 8.13 of the Regulation.

Article 4.4
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 9.5 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 Article 9.1.2 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 4.5
Transparency and availability of documents

The National Focal Point shall ensure an audit trail for financial contributions from the EEA Financial Mechanism 2021-2028 to the Programme in accordance with Article 9.8 of the Regulation.

Article 4.6
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 point (h) of Article 13.1.1 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 point (h) of Article 13.1.1, 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.

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 Financial Mechanism Committee	For the National Focal Point
Signed in ..... on	Signed in ..... on .....
.....	.....

Annex I to the Programme Agreement

Roles	
Programme Operator:	The National Centre for Research and Development
Donor Programme Partner:	Icelandic Centre for Research (RANNIS) Research Council of Norway (RCN)
IPO:	-
Other Programme Partner(s):	-

Indicator	Disaggregation	Unit of measurement	Data source	Baseline	Planned Target[1]
PA03 objective: Enhanced excellence in research and research-based innovation, strengthening the foundations for the green and digital transitions, democracy, rule of law, human rights, social inclusion and resilience.					
Outcome 1: Improved quality of research and research-based innovation in Poland					
Number of projects that submitted joint applications for further funding in EU / Horizon		Cumulative number	Project promoter records	0	25
Number of projects that submitted joint applications for further national funding		Cumulative number	Project promoter records	0	15
Number of projects that submitted joint applications for further international funding		Cumulative number	Project promoter records	0	5
Number of new products, technologies, services and solutions developed		Cumulative number	Project promoter records	0	160
Number of joint, peer-reviewed, scientific publications submitted		Cumulative number	Project promoter records	0	85
Output 1.1: Strengthened interdisciplinary, cross-sectoral and international research collaboration					
Number of partnerships between research organisations and NGOs		Cumulative number	signed partnership agreements	0	10
Number of partnerships between research organisations and enterprises		Cumulative number	signed partnership agreements	0	10
Number of partnerships between research organisations and public authorities		Cumulative number	signed partnership agreements	0	5

[1] Planned targets included in the above table represent the level of ambition at the time of Programme Agreement conclusion or following major modifications of the Programme. These targets shall not be used to measure the level of success of the programme. Actual targets following project contracting shall be reported on annually in the Annual Programme Reports and the Final Programme Report.

Number of projects supported incorporating interdisciplinary approaches		Cumulative number	Project promoter records	0	20
Number of international partners involved in funded projects		Cumulative number	signed partnership agreements	0	65
Output 1.2: Enhanced capacities of female and early-stage researchers					
Number of early-stage researchers in leadership roles supported		Cumulative number	Project promoter records	0	65
Number of female researchers in leadership roles supported		Cumulative number	Project promoter records	0	80
Number of mentor-mentee relationships established for early-stage researchers		Cumulative number	Project promoter records	0	200
Output 1.3: Increased valorisation skills of researchers and opportunities for knowledge valorisation					
Number of researchers having completed trainings improving their valorisation skills		Cumulative number	Project promoter records	0	150
Number of registered applications for Intellectual Property Protection		Cumulative number	Project promoter records	0	50
Number of policy briefs, guidelines, recommendations, toolkits, and other materials developed and shared with relevant users, citizens, policy makers (external stakeholders)		Cumulative number	Project promoter records	N/A	40
Output 1.4: Strengthened research administration and support structures					
Number of research administration staff having completed training on improving their skills		Cumulative number	Project promoter records	0	75
Number of networking initiatives implemented for sharing experiences across research support offices		Cumulative number	Project promoter records	0	15
Bilateral Outcome: Enhanced collaboration between beneficiary and donor state entities involved in the programme					
Level of relevance of the partnership		Scale 1-5	FMO survey	N/A	4
Level of effectiveness of the partnership		Scale 1-5	FMO survey	N/A	4
Level of efficiency of the partnership		Scale 1-5	FMO survey	N/A	4
Level of added value of the partnership		Scale 1-5	FMO survey	N/A	4
Level of sustainability of the partnership		Scale 1-5	FMO survey	N/A	4
Level of involvement of the project partner in the project		Scale 1-5	FMO survey	N/A	4
Level of trust between partners		Scale 1-5	FMO survey	N/A	4
Level of overall satisfaction with the partnership		Scale 1-5	FMO survey	N/A	4

Conditions

General

Not applicable

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	24/04/2025	30/04/2032
Grant rate and co-financing		
Programme eligible expenditure (€)		€ 94,617,647.06
Programme grant rate (%)		85.00 %
Maximum amount of Programme grant - EEA Financial Mechanism (€)		€ 80,500,000.00
Maximum amount of Programme grant - Norwegian Financial Mechanism (€)		-
Maximum amount of Programme grant - Total (€)		€ 80,500,000.00

PA	Budget Heading	EEA Grants	Total grant	Programme grant rate	Programme co-financing	Programme eligible expenditure	Grant advance payment
PM	Programme management	€ 5,126,250.00	€ 5,126,250.00	85.00 %	€ 904,632.35	€ 6,030,882.35	€ 1,025,250.00
PA03	Outcome 1 (EEA Grants)	€ 74,873,750.00	€ 74,873,750.00	85.00 %	€ 13,213,014.71	€ 88,086,764.71	€ 3,743,687.50
BF	Bilateral funds at programme level	€ 500,000.00	€ 500,000.00	n/a	n/a	€ 500,000.00	€ 100,000.00
Total		**€ 80,500,000.00**	**€ 80,500,000.00**	**85.00 %**	**€ 14,117,647.06**	**€ 94,617,647.06**	**€ 4,868,937.50**

Retention of management costs	
Retention of management costs - Percentage of the management costs	5.00 %
Retention of management costs - Planned Euro value	€ 301,544.12

Applied Research and Innovation

Operational rules (Annex II)

1. Programme summary

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

The programme objective "Enhanced excellence in research and research-based innovation, strengthening the foundations for the green and digital transitions, democracy, rule of law, human rights, social inclusion, and resilience" shall be attained through projects contributing to one Outcome, "Improved quality of research and research-based innovation in Poland" which will be implemented through three calls for proposals.

Call 1 shall support bilateral Research and Innovation projects. Interdisciplinary and cross-sectoral approaches will be encouraged and projects shall include activities aimed at enhancing the valorisation of research. The call will promote the leadership of early-stage researchers. Projects addressing challenges experienced as a result of the invasion of Ukraine will be encouraged.

Call 2 shall support Research and Innovation projects targeting female early-stage researchers in applied research in engineering and technology with the objective of strengthening their leadership skills and independence, expanding their professional networks and advancing their scientific careers.[2]

Call 3 shall support Coordination and Capacity projects to enhance knowledge valorisation in Poland and strengthen the research and innovation ecosystem. This may be achieved through a variety of activities, including capacity building to improve the skills in valorisation and strengthen the entrepreneurial mindset of researchers, research administration and technology transfer staff. The call may also provide support to activities to develop skills and create opportunities for cross-sectoral engagement, involving, for example, NGOs, public authorities and institutions, policymakers and enterprises.

All Research and Innovation projects (Calls 1 and 2) shall address at least one of the three thematic priorities of the Grants: the green transition; democracy, rule of law and human rights; and/or social inclusion and resilience.

The programme shall fund projects with a civilian purpose, without precluding their potential dual-use applications.

2. Selection of projects

[2] An early-stage researcher shall be understood as a researcher which falls within profile R1 – "First Stage Researcher" or R2 – "Recognised Researcher" as defined in *Council Recommendation of 18 December 2023 on a Framework to attract and retain research, innovation and entrepreneurial talents in Europe*. Further specifications may be stipulated in the calls for proposals.

2.1 Calls and availability of funds (including number of calls, duration of calls, and estimated size):

Modality	**Available amount (€)**	**Project grant rate (%)**	**Minimum and maximum project grant amount (€)**	**Indicative launch date and duration of call**
Outcome 1				
Call 1	€ 70,000,000	Up to 100%	Min € 1,000, 000 – Max € 1,750,000	June - December 2026 Duration: minimum 3 months
Call 2	€ 15,000,000	Up to 100%	Min € 200,000 – Max € 400,000	January - April 2027 Duration: minimum 3 months
Call 3	€ 3,086,765	Up to 100%	Max € 100,000	January - December 2027 Continuous call with multiple deadlines

Alongside the calls for proposals, the Programme Operator shall, where relevant, provide guidance and any necessary training to potential applicants on interdisciplinary research collaboration and knowledge valorisation.

Call 2 specifics:

- By way of exception from Chapter 4.1 of the Guideline for Research and Innovation Programmes, the minimum duration of projects shall be 24 months.
- The principal investigator in each project needs to be an early-stage female researcher in engineering and technology.

Call 3 specifics:

- The call shall be organised as a continuous call with multiple deadlines for application, to be specified in the call text.

Grants to all 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 all other forms of public support granted to projects. Any remaining costs of the project shall be provided or obtained by the Project Promoter and/or Project Partner(s).

2.2 Eligible applicants and project partners:

Modality	Eligible applicants	Eligible partners (other than entities from the Donor States)	Eligible partners from the Donor States
Call 1	Research organisations established in Poland. [3] Enterprises established in Poland.[4]	Any public or private entity, commercial or non-commercial, as well as non-governmental organisations, established in Poland. Enterprises established in Poland.	Any public or private entity, commercial or non-commercial, as well as non-governmental organisations, established in one of the Donor States. Mandatory partnership with at least one research organisation from one of the Donor States.[5]
Call 2	Research organisations established in Poland.	No partners.	No partners.
Call 3	Research organisations established in Poland.	No partners.	No partners.

2.3 Selection procedures:

Applications submitted under the call for proposals for Research and Innovation projects (Calls 1 and 2) shall follow the selection procedure described in Chapter 12 of the Guideline for Research and Innovation Programmes. For these calls, the selection Committee foreseen in Chapter 11.1 of the

[3] For all research organisations in this table: as defined in the Article 2 paragraph 83 of Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty, and as stipulated in Article 7 paragraph 1 of the Polish Law on Higher Education and Science and Article 37 paragraph 1 of the Act on the National Centre for Research and Development.

[4] For all enterprises in this table: as defined in the Article 1, Annex I, Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty.

[5] The Research Council of Norway or the Icelandic Centre for Research shall confirm that partners from the Donor States are considered research organisations in Norway or Iceland, respectively.

Guideline for Research and Innovation Programmes shall consist of minimum 5 international experts, and at least one of them shall be external to the Programme Operator and Donor Programme Partners.

The selection of projects under call 3 shall be carried out in accordance with the simplified selection procedure set out in Article 7.7 of the Regulation. The selection procedure shall be specified further in the Call Text.

3. Pre-defined projects

Not applicable.

4. Bilateral relations

The funds for bilateral relations at programme level shall, inter alia, provide support to increase the participation of Polish entities partnered with entities from the Donor States in Horizon Europe and the future EU framework programme for research and innovation. Where the Polish entity leads the initiative, the Programme Operator will provide funding. Where the Norwegian entity leads the initiative, the Research Council of Norway will provide funding in line with its own procedures for similar support measures. Where the Icelandic entity leads the initiative, the Icelandic Centre for Research will provide funding in line with its own procedures for similar support measures. The latter two cases will be based on Article 4.10.4 of the Regulation. The PO will entrust the use and management of a part of the funds for bilateral relations at programme level to the DPPs. The amount of bilateral funds to be allocated to the aforementioned support shall be agreed upon in the Cooperation Committee.

Further initiatives under the funds for bilateral relations at programme level may also be agreed by the Cooperation Committee.

The National Science Centre (NCN) shall participate as an observer in the Cooperation Committee.

The Programme Operator and the Donor Programme Partners will agree on the rules and procedures applicable to the Cooperation Committee.

5. Programme management and financial parameters

5.1 Special rules on eligibility of costs:

- Chapter 15.1 of the Guideline for Research and Innovation Programmes concerning indirect (overhead) costs shall apply for Calls 1 and 2.
- Costs for the purchase of land and/or real estate shall not be eligible.
- Only the depreciation costs for equipment will be eligible in accordance with Article 8.2.3 of the Regulation.

- Management costs shall take the form of actual incurred costs, except for indirect costs, for which a flat rate of up to 15% of eligible direct staff costs shall apply, in accordance with Article 8.5.1 (b) of the Regulation.

5.2 Programme administrative structures:

The Cooperation Committee shall decide in consensus on how the programme shall be evaluated, taking into consideration the particularities of research and innovation programmes. These decisions may include, but are not limited to, the methodology of the evaluations and the criteria for selecting independent experts or entities.

6. Miscellaneous

A modification to this Programme Agreement shall be done either in a written form, by way of a qualified electronic signature, an advanced electronic signature, or acceptance by both Parties in the electronic platform used by the FMO.