Norwegian Financial Mechanism 2021-2028

PROGRAMME AGREEMENT

between

The Norwegian Ministry of Foreign Affairs

and

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

hereinafter referred to as the "National Focal Point",

representing Poland,

hereinafter referred to as the "Beneficiary State"

together hereinafter referred to as the "Parties"

for the financing of the Programme "Green Business 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 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 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 Norwegian Financial Mechanism 2021-2028:

a) the Agreement between the Kingdom of Norway and the European Union on a Norwegian Financial Mechanism for the period May 2021–April 2028;

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

c) the Memorandum of Understanding on the Implementation of the Norwegian Financial Mechanism 2021-2028, 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 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 Norwegian 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 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(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 NMFA 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 NMFA.

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 NMFA.

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 NMFA 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 NMFA.

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 NMFA 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 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 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 NMFA 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 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 7.5.2 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 or 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 Norway, the partnership agreement shall be in English and shall be based on a template provided by the NMFA.

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 Norwegian Financial Mechanism 2021-2028 to the Programme in accordance with Article 9.8 of the Regulation.

Article 4.6
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 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 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 Norwegian Ministry of Foreign Affairs	For the National Focal Point
Signed in ..... on	Signed in ..... on .....
.....	.....

Annex I to the Programme Agreement

Roles	
Programme Operator:	Polish Agency for Enterprise Development (PARP)
Donor Programme Partner:	Innovation Norway (IN)
IPO:	-
Other Programme Partner(s):	-

Indicator	Disaggregation	Unit of measurement	Data source	Baseline	Planned Target[1]
PA02 objective: Green value creation and competitiveness.					
Outcome 1: Increased competitiveness and green innovation of enterprises					
Estimated revenue generated from new or improved products, services or production processes (EUR)		Cumulative number	Project promoter records	0	5,000,000
Number of new or improved eco-friendly products or services commercialised		Cumulative number	Project promoter records	0	40
Number of businesses that commercialised eco-friendly products or services		Cumulative number	Project promoter records	0	40
Number of jobs created or sustained		Cumulative number	Project promoter records	0	130
Number of jobs with improved health and safety conditions		Cumulative number	Project promoter records	0	150
Estimated amount of waste that businesses recycled (tonnes)		Cumulative number	Project promoter records	0	15,000
Estimated amount of waste that businesses reused (tonnes)		Cumulative number	Project promoter records	0	10,000
Estimated amount of raw materials that businesses reduced through more efficient production (tonnes)		Cumulative number	Project promoter records	0	3,000
Estimated amount of Greenhouse Gas emissions avoided (tonnes CO2eq)		Cumulative number	Project promoter records	0	15,000
Number of businesses that increased their revenue from new or improved products, services or production processes		Cumulative number	Project promoter records	0	60
Output 1.1: Businesses are more efficient					

[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 businesses that applied improved production processes		Cumulative number	Project promoter records	0	30
Number of businesses that applied digital technologies		Cumulative number	Project promoter records	0	30
Output 1.2: Businesses are more innovative					
Number of businesses that developed innovative technologies		Cumulative number	Project promoter records	0	6
Number of registered applications for Intellectual Property Protection		Cumulative number	Project promoter records	0	6
Output 1.3: Businesses are greener and more circular					
Number of businesses that reduced their Greenhouse Gas emissions		Cumulative number	Project promoter records	0	25
Number of businesses that recycled or reused waste		Cumulative number	Project promoter records	0	20
Number of businesses that reduced their use of raw materials		Cumulative number	Project promoter records	0	10
PA02 objective: Green value creation and competitiveness.					
Outcome 2: Increased competitiveness and green innovation of female owned and led businesses					
Estimated revenue generated from supported products, services or production processes (EUR)		Cumulative number	Project promoter records	0	1,000,000
Number of new or improved eco-friendly products or services commercialised		Cumulative number	Project promoter records	0	35
Number of businesses that commercialised eco-friendly products or services		Cumulative number	Project promoter records	0	35
Number of jobs created or sustained		Cumulative number	Project promoter records	0	50
Estimated amount of waste that businesses recycled (tonnes)		Cumulative number	Project promoter records	0	15
Estimated amount of waste that businesses reused (tonnes)		Cumulative number	Project promoter records	0	10
Estimated amount of raw materials that businesses reduced through more efficient production (tonnes)		Cumulative number	Project promoter records	0	500
Number of businesses that increased their revenue from new or improved products, services or production processes		Cumulative number	Project promoter records	0	50
Output 2.1: Female owned and led businesses are more efficient					
Number of businesses that applied improved processes		Cumulative number	Project promoter records	0	30
Number of businesses that applied digital technologies		Cumulative number	Project promoter records	0	30
Output 2.2: Female owned and led businesses are more innovative					
Number of businesses that developed innovative technologies		Cumulative number	Project promoter records	0	5

Number of registered applications for Intellectual Property Protection		Cumulative number	Project promoter records	0	5
Output 2.3: Female owned and led businesses are greener and more circular					
Number of businesses that reduced their Greenhouse Gas emissions		Cumulative number	Project promoter records	0	15
Number of businesses that recycled or reused waste		Cumulative number	Project promoter records	0	17
Number of businesses that reduced their use of raw materials		Cumulative number	Project promoter records	0	8
Output 2.4: Female entrepreneurs have greater capacity from the acceleration programme					
Number of female entrepreneurs that completed the acceleration programme		Cumulative number	Project promoter records	0	45
Number of female entrepreneurs that established relationships with business partners or investors		Cumulative number	Project promoter records	0	30
Number of business models developed with female entrepreneurs		Cumulative number	Project promoter records	0	45
Number of demo-day events for female entrepreneurs		Cumulative number	Project promoter records	0	3
Number of foreign visits organized for female entrepreneurs		Cumulative number	Project promoter records	0	3
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

For the pre-defined project "Green Economy Capacity Building – Business Support Platform", the Programme Operator shall ensure that an external review or audit of the procurement procedure for the delivery of services regarding the development of the acceleration programme and selection of experts shall be performed, which may be fulfilled by the Audit Authority.

For the pre-defined project "Green Economy Capacity Building – Business Support Platform" the Programme Operator shall ensure a functional separation within PARP of the tasks of Programme Operator on the one hand, and the role of Project Promoter for the pre-defined project on the other hand. In addition to all other tasks as defined in Article 5.6 of the Regulation, the Programme Operator shall assess the necessity and proportionality of the costs of using PARP's own staff as experts in the pre-defined project.

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 (€)		€ 65,055,882.35
Programme grant rate (%)		85.00 %
Maximum amount of Programme grant - EEA Financial Mechanism (€)		-
Maximum amount of Programme grant - Norwegian Financial Mechanism (€)		€ 55,350,000.00
Maximum amount of Programme grant - Total (€)		€ 55,350,000.00

PA	Budget Heading	Norway Grants	Total grant	Programme grant rate	Programme co-financing	Programme eligible expenditure	Grant advance payment
PM	Programme management	€ 3,869,875.00	€ 3,869,875.00	85.00 %	€ 682,919.11	€ 4,552,794.11	€ 840,990.00
PA02	Outcome 1 (Norway Grants)	€ 42,500,000.00	€ 42,500,000.00	85.00 %	€ 7,500,000.00	€ 50,000,000.00	n/a
PA02	Outcome 2 (Norway Grants)	€ 8,630,125.00	€ 8,630,125.00	85.00 %	€ 1,522,963.24	€ 10,153,088.24	€ 113,074.00
BF	Bilateral funds at programme level	€ 350,000.00	€ 350,000.00	n/a	n/a	€ 350,000.00	€ 120,141.00
Total		**€ 55,350,000.00**	**€ 55,350,000.00**	**85.00 %**	**€ 9,705,882.35**	**€ 65,055,882.35**	**€ 1,074,205.00**

Retention of management costs	
Retention of management costs - Percentage of the management costs	10.00 %
Retention of management costs - Planned Euro value	€ 455,279.41

Green Business 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 MoU, the Concept Note, and the positive assessment of the Concept Note 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 objective of the programme "Green value creation and competitiveness" shall be achieved through projects contributing to two Outcomes: Outcome 1 "Increased competitiveness and green innovation of enterprises" and Outcome 2 "Increased competitiveness and green innovation of female owned and led businesses". Outcome 1 will be implemented through one call for proposals and Outcome 2 through one call for proposals and one pre-defined project.

The programme will aim to trigger additional results, providing grants to companies with high potential to implement innovative projects.

Call 1 (Outcome 1) focuses on supporting Polish micro, small, and medium-sized enterprises (SMEs) in designing and commercialising new or significantly improved eco-friendly products, as well as developing and/or applying innovative green technologies that significantly improve the production processes of products or delivery of services.

Call 2 (Outcome 2) shall support the same type of activities as Call 1 but will be specifically tailored to address the needs and challenges of female entrepreneurs. The call aims to strengthen the competitiveness and innovation capacity of female-led Polish SMEs, supporting their growth and development within the green economy. Its goal is to narrow the gender gap in green innovation and promote women's participation in sustainable business development.

The pre-defined project is intended to strengthen the skills of women leading start-up companies. Female entrepreneurs active in the green-tech or ICT sectors shall be invited to participate in an acceleration programme and receive expert support services provided by an entity to be selected by PARP through a public procurement process.

2. Selection of projects

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	€50,000,000	According to the applicable state aid rules	€300,000- €2,000,000	Launch date: July 2026 – December 2026 Duration: minimum 3 months
Outcome 2				
Call 2	€8,000,000	According to the applicable state aid rules	€50,000- €300,000	Launch date: July 2026 – December 2026 Duration: minimum 3 months

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 and/or the project partner.

In case the available budget is not fully used after the conclusion of the initial call(s), a follow-up call may be launched on the basis of the same call text(s).

Both calls shall support the following types of projects:

1. Investments for designing and commercialising new or significantly improved eco-friendly products.[2]

2. Investments for developing and/or applying innovative green technologies that significantly improve the production processes of products or delivery of services.

The Programme Operator shall require applicants to explain in their application why support from the programme is necessary for the implementation of their project, and to what extent the project could be implemented without the requested funding.

[2] An eco-friendly product shall be understood as a product that has the following characteristics: the amount of raw materials used for its production has been significantly reduced or the raw materials come from recycling; the production process is not significantly harmful to the environment; the raw materials used for production are non-toxic; the product or its components are not tested on animals; packaging is minimized or eliminated, or the packaging can be reused; energy consumption at every stage of production and use of the product is minimized; there is a system for collecting used products or their parts; there is the possibility of reusing the entire product or its parts.

Digitalisation shall be encouraged in both calls. Potential Project Promoters shall be required to indicate how digitalisation will complement and strengthen competitiveness and green innovation and this shall be taken into account in the project selection.

2.2 Eligible applicants and project partners:

Modality	**Eligible applicants**	**Eligible partners (other than entities from Norway)**	**Eligible partners from Norway**
Call 1	Micro, small, and medium-sized enterprises (SMEs)[3], established in Poland, and conducting business activity for at least two full fiscal years by the call deadline and having obtained a minimum of PLN 1 million of sales revenues in one of the last three fiscal years.	No Partners	Any public or private entity, commercial or non-commercial, as well as non-governmental organisations, established in Norway.
Call 2	SMEs, established in Poland, which according to their entity registration certificate are managed or co-managed by a woman who is engaged in the decision-making process (e.g. as a member of the board) and is an owner or a co-owner. Eligible applicants shall have conducted business activity for at least two fiscal years by the call deadline.	No Partners	Any public or private entity, commercial or non-commercial, as well as non-governmental organisations, established in Norway.

The partnership relationship between the Project Promoter and the Norwegian project partner shall be established before the submission of a project application to the Programme Operator. The contribution of the project partner to the project could be limited to delivery of the services, works or goods (in this case the Guidelines of the Minister of Development Funds and Regional Policy for the procurement of the EEA Financial Mechanism 2021-2028 and the Norwegian Financial Mechanism 2021-2028 shall not be applicable). Nevertheless, the Project Promoter shall prove in the project

[3] SMEs referred to in this table: SMEs as defined in Annex I to 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.

application that the choice of the project partner has been made in accordance with the best business practices and allow to achieve best economic results from project resources.

2.3 Selection procedures:

The selection procedure described in Article 7.6 of the Regulation shall apply for both calls. Further details shall be included in the calls for proposals.

Projects with partners from Norway shall be given priority during the selection process (e.g., through the award of additional points).

The Donor Programme Partner shall provide an assessment of the Norwegian partners, the quality and content of their partnerships including compliance with the partnership requirements as described under section 2.2.

3. Pre-defined projects

1) "Green Economy Capacity Building – Business Support Platform"

Project Promoter:	Polish Agency for Enterprise Development (PARP)
Donor project partner(s):	Innovation Norway (IN)
Total maximum eligible costs:	€ 2,153,088
Project grant rate:	85.00 %
Maximum project grant amount:	€ 1,830,125
Estimated duration:	48 months

The project shall contribute to Outcome 2 “Increased competitiveness and green innovation of female owned and led businesses”.

The objective of the project is to implement an acceleration programme for 45 female-led startup companies active in green-tech or ICT sectors. The project consists of three acceleration programme cycles, with 15 start-up companies participating in each cycle. Each cycle will last approximately four- to six-months and comprise the following pillars:

Pillar 1: Specialised Trainings and Workshops

The pillar offers tailored sessions, including international expansion, fundraising, investor negotiation, pricing, financial metrics, marketing, digital transformation, green strategies, and soft skills. Designed to address the specific challenges of female entrepreneurs, these trainings may be delivered online and/or onsite through workshops and boot camps.

Pillar 2: Mentorship and Advisory Support

Startups will receive one-on-one mentorship from industry experts and entrepreneurs, focusing on tailored strategies for scaling and redefining business models to align with evolving market demands.

Pillar 3: Business Exposure

This pillar will focus on enhancing participants' soft skills, such as business negotiations and pitching, while providing opportunities for networking with the startup community, investors, peer groups, corporate customers, market leaders, and government agencies. Support includes networking and match-making events, demo days, and a foreign mission.

The Project Promoter will select participants through open calls and a transparent selection process based on objective criteria, developed together with Innovation Norway. PARP and Innovation Norway will assess the applications.

Each selected female start-up will receive support in the form of services, provided free of charge. The participants will not be direct grant recipients. The acceleration programme will be further developed by a contractor selected by PARP through a public procurement process. PARP will specify the criteria for expert selection, their number, and the duration of their commitment. The contractor will select experts, to be approved by PARP and Innovation Norway, and shall be responsible for the delivery of their services. PARP's own experts or experts recommended by Innovation Norway may also participate in the acceleration programme where this represents the best solution in terms of cost and quality. Innovation Norway's costs for participating in the project can be covered by the project budget.

4. Bilateral relations

Bilateral initiatives will support cooperation between Norwegian and Polish entities in the green business sector. The use of the bilateral funds shall be agreed between the Programme Operator and the Donor Programme Partner in accordance with Article 4.3.3(i) of the Regulation.

5. Programme management and financial parameters

5.1 Special rules on eligibility of costs:

- By way of derogation from Article 8.4.1(d) of the Regulation, costs for the purchase of land and/or real estate shall not be eligible.
- By way of derogation from Article 8.4.1(b) of the Regulation, expenditures for travels and subsistence allowances shall only be eligible provided that they are incurred in accordance with the national rules applicable to official travel for public servants.
- By way of derogation from Article 8.4.1(c) of the Regulation, only expenditure related to the purchase of new equipment shall be eligible.
- Management costs of the Programme Operator shall take the form of eligible expenditure actually incurred.

- The Programme Operator, in consultation with the Donor Programme Partner, may propose limitations on the use of simplified cost options when drafting the text for the calls for proposals.

5.2 Programme administrative structures:

The Programme Operator shall ensure a functional separation within PARP of the tasks of Programme Operator on the one hand, and the role of Project Promoter for the pre-defined project on the other hand. In addition to all other tasks as defined in Article 5.6 of the Regulation, the Programme Operator shall assess the necessity and proportionality of the costs of using PARP's own staff as experts in the pre-defined project.

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.