EEA Financial Mechanism 2021-2028

Norwegian Financial Mechanism 2021-2028

PROGRAMME AGREEMENT

between

The Financial Mechanism Committee and the Norwegian Ministry of Foreign Affairs

hereinafter referred to as the "Donors"

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 "Culture"

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 Donors and the National Focal Point lays down the rights and obligations of the Parties regarding the implementation of the Programme and the financial contributions from the EEA Financial Mechanism 2021-2028 and the Norwegian Financial Mechanism 2021-2028 (hereinafter referred to as the "EEA and Norwegian Financial Mechanisms 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 and Norwegian Financial Mechanisms 2021-2028:

(a) Protocol 38d to the EEA Agreement on the EEA Financial Mechanism 2021-2028 and 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 EEA Financial Mechanism 2021-2028 and the Regulation on the implementation of the Norwegian Financial Mechanism 2021-2028 (hereinafter referred to as the "Regulations");

(c) the Memorandum of Understanding on the Implementation of the EEA Financial Mechanism 2021-2028 and the Memorandum of Understanding on the Implementation of the Norwegian Financial Mechanism 2021-2028, entered into between the Donor States and the Beneficiary State; and

(d) any guidelines adopted by the Donors in accordance with the Regulations.

2. In case of an inconsistency between this Programme Agreement and the Regulations, the Regulations 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 Regulations, 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 Regulations.

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 Regulations.

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 and Norwegian Financial Mechanisms 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 Regulations 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 Regulations 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 Donors 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 is supported by grants from both the EEA Financial Mechanism and the Norwegian Financial Mechanism. Nevertheless, this Programme Agreement may contain provisions applicable only to the support from the EEA Financial Mechanism or the Norwegian Financial Mechanism.

3. The programme budget annexed to this Programme Agreement shall:

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

(b) contain a breakdown between the support from the EEA Financial Mechanism and the Norwegian Financial Mechanism; and

(c) 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 Donors with reference to Article 6.3.2 of the Regulations. 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 Regulations as well as other reporting in accordance with guidelines adopted by the Donors.

Article 2.7
Monitoring and audits

The monitoring and audits referred to in Chapter 10 and Chapter 11 of the Regulations 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 Donors.

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 Donors for an amount of up to 10% of the total allocation for each planned call or pre-defined project. Reallocations made in accordance with this paragraph may not lead to a change in the total contribution to the Programme from the EEA or Norwegian Financial Mechanism.

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 Donors.

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 Donors before such modifications take effect.

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

Article 2.9
Communication

1. All communication to the Donors 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 Donors 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 Donors 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 Donors 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 Regulations and this Programme Agreement.

2. Eligibility of Project Promoters and project partners is stipulated in Article 7.2 of the Regulations 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 Regulations.

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 Regulations.

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 Regulations. 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 Regulations.

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 Donors.

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 Regulations, 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 Regulations, 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 Regulations 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 Regulations. 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 Regulations.

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 Regulations.

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 Regulations 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 Regulations.

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 Regulations.

5. Chapter 9 of the Regulations 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 and Norwegian Financial Mechanisms 2021-2028 to the Programme in accordance with Article 9.8 of the Regulations.

Article 4.6
Irregularities, suspension and reimbursements

The Donors has the right to make use of the remedies provided in the Regulations, 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 Regulations 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 Donors 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 Donors 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 Regulations or a decision to suspend payments according to point (h) of Article 13.1.1 of the Regulations has not been lifted within 6 months of such a decision;

(b) a suspension of payments according to Article 13.1 of the Regulations, 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 Regulations 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 Donors, 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 Donors to make use of the remedies provided in Chapter 13 of the Regulations.

Article 5.3
Waiver of responsibility

1. Any appraisal of the Programme undertaken before or after its approval by the Donors, 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 Donors or the FMO any responsibility of any kind for the supervision, execution, completion, or operation of the Programme or its projects.

3. The Donors do 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 Donors 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 Norwegian Ministry of Foreign Affairs, the Financial Mechanism Committee, 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 Donors	For the National Focal Point
Signed in Warsaw on 04/02/2026	Signed in Warsaw on 04/02/2026
.....	.....
Kristin Hansen	Jan Szyszko
FMC Chair	Secretary of State - Ministry of Development Funds and Regional Policy

Annex I to the Programme Agreement

Roles	
Programme Operator:	Ministry of Culture and National Heritage
Donor Programme Partner:	Norwegian Directorate for Cultural Heritage (RA) Arts and Culture Norway (ACN) Icelandic Centre for Research (RANNIS)
IPO:	-
Other Programme Partner(s):	-

Indicator	Disaggregation	Unit of measurement	Data source	Baseline	Planned Target[1]
PA05 objective: Increased participation, sustainability, and diversity in culture and cultural heritage.					
Outcome 1: Cultural heritage is revitalised and sustainably managed with strong local involvement					
Number of revitalised cultural heritage sites used as local cultural or community spaces		Cumulative number	Project promoter records	0	20
Number of participants that attended cultural, educational or community activities at supported cultural heritage sites		Cumulative number	Project promoter records	0	1,105,000
Number of cultural heritage sites where preventive conservation practices have been applied		Cumulative number	Project promoter records	0	130
Number of jobs created or sustained	Gender	Cumulative number	Project promoter records	0	20
Share of participating teachers and students who reported enhanced knowledge of Jewish history and culture		Percentage	Survey	N/A	90 %
Output 1.1: Cultural heritage is restored and sustainably managed with local communities					
Number of cultural heritage sites restored		Cumulative number	Project promoter records	0	27
Number of cultural heritage sites restored with climate change mitigation or adaptation measures		Cumulative number	Project promoter records	0	20
Number of movable cultural heritage items restored		Cumulative number	Project promoter records	0	280
Number of expressions of intangible cultural heritage preserved		Cumulative number	Project promoter records	0	2
Number of projects designed and implemented with the active participation of the local community		Cumulative number	Project promoter records	0	10

[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 sites, items or intangible cultural heritage made digitally accessible		Cumulative number	Project promoter records	0	5,000
Number of cultural heritage management plans developed		Cumulative number	Project promoter records	0	10
Number of events held in revitalised cultural heritage sites		Cumulative number	Project promoter records	0	960
Output 1.2: Jewish cultural heritage is more widely accessed					
Number of events held on Jewish cultural heritage		Cumulative number	Project promoter records	0	9,500
Number of events held that engaged vulnerable groups		Cumulative number	Project promoter records	0	3,400
Number of schools involved in educational activities		Cumulative number	Project promoter records	0	28,000
Number of Jewish cultural heritage items made digitally available		Cumulative number	Project promoter records	0	6,500
Number of local communities engaged in promoting and protecting Jewish cultural heritage		Cumulative number	Project promoter records	0	755
Number of people that participated in educational, cultural and community activities		Cumulative number	Project promoter records	0	7,300,000
Output 1.3: Preventive conservation methods are introduced					
Preventive conservation centre is established and mobile inspection teams are operational		Binary	Project promoter records	No	Yes
Number of cultural heritage sites monitored by preventive conservation experts		Cumulative number	Project promoter records	0	130
Number of people trained in preventive conservation	Gender	Cumulative number	Project promoter records	0	285
Number of events organised on preventive conservation		Cumulative number	Project promoter records	0	24
PA05 objective: Increased participation, sustainability, and diversity in culture and cultural heritage.					
Outcome 2: Increased participation in a diverse local arts and culture scene					
Number of local communities with improved access to arts and culture		Cumulative number	Project promoter records	0	58
Number of people from local communities that physically participated in cultural activities		Cumulative number	Project promoter records	0	182,400
Output 2.1: Local arts and culture scenes are stronger, more connected and more resilient					
Number of local multi-stakeholder partnerships created		Cumulative number	Project promoter records	0	58
Number of artists or cultural professionals trained	Gender	Cumulative number	Project promoter records	0	1,000
Number of projects that applied digital technologies		Cumulative number	Project promoter records	0	58
Number of people that participated in artistic exchanges or residencies		Cumulative number	Project promoter records	0	192
Number of events that strengthened the knowledge and capacity of participants		Cumulative number	Project promoter records	0	3,080

Number of events that focused on civic education, media literacy and information integrity		Cumulative number	Project promoter records	0	924
Output 2.2: Local arts and culture scenes are more diverse and inclusive					
Number of independent cultural organisations engaged in the projects		Cumulative number	Project promoter records	0	17
Number of artists supported	Gender	Cumulative number	Project promoter records	0	1,920
Number of young and emerging artists supported	Gender	Cumulative number	Project promoter records	0	576
Number of artistic or cultural events held		Cumulative number	Project promoter records	0	3,080
Number of artistic works or cultural productions created and presented		Cumulative number	Project promoter records	0	48
Number of artistic works or cultural productions co-created with members of the local community		Cumulative number	Project promoter records	0	16
Number of artistic works or cultural productions co-created with members of vulnerable groups		Cumulative number	Project promoter records	0	6
Output 2.3: Polish Capitals of Culture are promoted					
Number of cultural or educational institutions directly engaged in the project	State type	Cumulative number	Project promoter records	0	9
Number of cultural professionals that attended knowledge exchange events	Gender	Cumulative number	Project promoter records	0	120
Research conducted and study published on the impact of cultural activity on perceived quality of life		Binary	Project promoter records	No	Yes
Output 2.4: Libraries become more inclusive community spaces					
Number of libraries equipped as safe, inclusive community spaces		Cumulative number	Project promoter records	0	16
Number of librarians trained in social and intercultural communication	Gender	Cumulative number	Project promoter records	0	500
Number of local communities reached by the supported libraries		Cumulative number	Project promoter records	0	16
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

1. The maximum level of funding for investment in infrastructure and equipment (hard measures) is set at 50 % of the total eligible expenditure of the programme.

2. Prior to the launch of the calls for proposals the parties shall agree on a description of the measures to be taken to ensure that the Project promoters respect the values and principles referred to in Article 1.3.1, and that all projects and activities are consistent with respect for these values.

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

- Keep any buildings purchased, constructed, renovated or reconstructed under the project in their ownership for a period of at least 5 years following the completion of the project and continue to use such buildings for the benefit of the overall objectives of the project for the same period;

- Keep any buildings purchased, constructed, renovated or reconstructed under the project properly insured against losses such as fire, theft and other normally insurable incidents both during project implementation and for at least 5 years following the completion of the project; and

- Set aside appropriate resources for the maintenance of any buildings purchased, constructed, renovated or reconstructed under the project for at least 5 years following the completion of the project. The specific means for implementation of this obligation shall be specified in the project contract.

Pre-eligibility

4. No costs shall be eligible under the pre-defined projects HeritoLAB -Mobile Heritage Inspection and Libraries for local communities, before all requested information on the budget for the respective pre-defined projects has been submitted by the Programme Operator and the FMC has confirmed the grant to the project as described in Annex II to this Programme Agreement.

Pre-payment

Not applicable

Pre-completion

Not applicable

Post-completion

Not applicable

Eligibility of costs - period	**First date**	**Final date**
Eligibility of costs	24/04/2025	30/04/2032
Grant rate and co-financing		
Programme eligible expenditure (€)		€ 106,482,352.94
Programme grant rate (%)		85.00 %
Maximum amount of Programme grant - EEA Financial Mechanism (€)		€ 80,600,000.00
Maximum amount of Programme grant - Norwegian Financial Mechanism (€)		€ 10,000,000.00

Maximum amount of Programme grant - Total (€)	€ 90,600,000.00

PA	Budget Heading	EEA Grants	Norway Grants	Total grant	Programme grant rate	Programme co-financing	Programme eligible expenditure	Grant advance payment
PM	Programme management	€ 5,575,400.00	€ 0.00	€ 5,575,400.00	85.00 %	€ 983,894.12	€ 6,559,294.12	€ 1,115,080.00
PA05	Outcome 1 (EEA Grants)	€ 56,322,600.00		€ 56,322,600.00	85.00 %	€ 9,939,282.35	€ 66,261,882.35	€ 3,316,130.00
PA05	Outcome 1 (Norway Grants)		€ 10,000,000.00	€ 10,000,000.00	85.00 %	€ 1,764,705.88	€ 11,764,705.88	n/a
PA05	Outcome 2 (EEA Grants)	€ 18,102,000.00		€ 18,102,000.00	85.00 %	€ 3,194,470.59	€ 21,296,470.59	€ 905,100.00
PA05	Outcome 2 (Norway Grants)		€ 0.00	€ 0.00	85.00 %	€ 0.00	€ 0.00	n/a
BF	Bilateral funds at programme level	€ 600,000.00	€ 0.00	€ 600,000.00	n/a	n/a	€ 600,000.00	€ 120,000.00
Total		**€ 80,600,000.00**	**€ 10,000,000.00**	**€ 90,600,000.00**	**85.00 %**	**€ 15,882,352.94**	**€ 106,482,352.94**	**€ 5,456,310.00**

Retention of management costs	
Retention of management costs - Percentage of the management costs	10.00 %
Retention of management costs - Planned Euro value	€ 655,929.41

Culture

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 “Increased participation, sustainability and diversity in arts, culture and cultural heritage” shall be attained through projects contributing to two Outcomes: Outcome 1 “Cultural heritage is revitalised and sustainably managed with strong local involvement” and Outcome 2 “Increased participation in a diverse local arts and culture scene”. Outcome 1 will be implemented through one call for proposals and two pre-defined projects, and Outcome 2 will be implemented through three calls for proposals and two pre-defined projects. Projects related to challenges experienced as a result of the invasion of Ukraine shall be encouraged within the programme, as relevant.

Call 1 (Outcome 1) shall support the comprehensive revitalisation of tangible and intangible cultural heritage using a participatory, sustainable and inclusive approach, implemented by multistakeholder partnerships. At least 25% of the eligible costs of each project shall be dedicated to soft measures covering capacity building, ensuring local participation, partnership, developing an educational and cultural offer, safeguarding traditional crafts and knowledge. Projects implemented in disadvantaged areas shall be prioritised based on the list of municipalities losing socio economic functions according to National Regional Development Strategy 2030 of Poland.

Calls 2, 3 and 4 (Outcome 2) shall support increased participation in a diverse arts and culture sector promoting the freedom of artistic expression and the capacity building of cultural actors in local communities with an emphasis on vulnerable and underrepresented groups, implemented by multistakeholder partnerships. At least 30% of the allocation under each call shall be earmarked for project promoters that are NGOs. Projects implemented in disadvantaged areas shall be prioritised based on the list of municipalities losing socio economic functions according to National Regional development Strategy 2030 of Poland. The call shall also support and encourage the collaboration with Ukrainian artists and cultural actors.

Pre-defined project 1 under Outcome 1 shall preserve and promote Jewish heritage through innovative educational programmes, enhanced cultural access, and expanded historical resources for education and research.

Pre-defined project 2 under Outcome 1 shall develop a new model for protecting tangible heritage in Poland with a partner from Norway through monitoring and preventive conservation, demonstrating its value and economic benefits.

Pre-defined project 3 under Outcome 2 shall strengthen culture's role in sustainable development across Bielsko-Biała (2026), Katowice (2027) and Kołobrzeg (2028) through artistic co-

creation, capacity building, and knowledge exchange that taps local creative potential whilst promoting community well-being and engagement.

Pre-defined project 4 under Outcome 2 shall establish model libraries as centres of civic education, media literacy, and digital well-being to boost participation, counter disinformation, and foster democratic dialogue.

2. Selection of projects

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

Modality	**Available a mount (€)**	**Project grant rate (%)**	**Minimum and maximum project grant amount (€)**	**Indicative launch date and duration of call**
Outcome 1				
Call 1	€64,461,882	85% 95% for projects with NGOs as project promoter	€1,000,000 - €3,500,000	Launch date: Q2-Q3 2026 Duration: minimum fi ve months
Outcome 2				
Call 2	€3,500,000	85% 95% for projects with NGOs as project promoter	€100,000 - €500,000	Launch date: June 2026-September 2026 Duration: minimum four months
Call 3	€7,796,471	85% 95% for projects with NGOs as project promoter	€100,000 - €500,000	Launch date: May 2027-September 2027 Duration: minimum five months
Call 4	€5,000,000	85% 95% for projects with NGOs as project pr omoter	€100,000 - €500,000	Launch date: May 2028-September 2028 Duration: minimum five 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.

All projects selected under the calls for proposals shall be implemented in multi-stakeholder partnerships, requiring active collaboration between local governments, NGOs and cultural institutions as well as schools, higher schools/universities and community groups (such as youth, family, seniors, religious and ethnic minorities). Under each call for proposals, projects implemented in disadvantaged areas shall be prioritised, based on the list of municipalities losing socio-economic functions identified in the National Regional Development Strategy 2030 of Poland.

The Calls under Outcome 2 concern three consecutive calls with the same approach.

The National Heritage Institute (for Call 1) and the National Centre for Culture (for Calls 2,3 and 4) shall be involved in the development of the text of the calls for proposals.

Call 1 specifics:

- At least 25% of the eligible costs of each project shall be dedicated to soft measures covering capacity building, ensuring local participation, partnership, developing an educational and cultural offer, safeguarding traditional crafts and knowledge.

- The projects shall not be implemented in cities with a population above 500,000 inhabitants.

Specifics for Calls 2, 3 and 4:

- Under each call, at least 30% of the total amount available for the call shall be reserved for projects having an NGO as project promoter. In case there are insufficient eligible applicants for reaching the 30% earmarked funds, any uncommitted funds will return to the general pool.

- Collaboration with Polish institutions and entities from other Beneficiary States from the EEA Grants and Ukraine shall be encouraged.

2.2 Eligible applicants and project partners:

Modality	Eligible applicants	Eligible partners (not from the Donor States)	Eligible partner from the Donor States
Call 1	• Local government-run cultural institutions • Local government units on behalf of local government-run cultural institutions • Non-governmental or ganisations oper ating in the cultural sector Applicants from cities with more than 500,000 inhabitants shall not be eligible. Natural persons shall not be eligible.	• Local government-run cultural institutions • Local government units on behalf of local government-run cultural institutions • Non-governmental or ganisations oper ating in the cultural sector • National and co-run cultural institutions, • Schools and higher schools / universities established as a legal person in Poland, one of the other Beneficiary Sta tes from the EEA Grants or Ukraine. Natural persons shall not be eligible.	Any public or private entity, commercial or non-commercial, as well as a non-governmental organization, established as a legal entity in one of the Donor States. Natural persons shall not be eligible.
Call 2 Call 3 Call 4	• Public cultural institutions • Local government units on behalf of local government-run	• Public cultural institutions • Local government units on behalf of local	Any public or private entity, commercial or non-commercial, as well as a non-governmental organization, established as a legal person in one of the Donor States, whose main activity

	cultural institutions • Art schools and art universities • Non-governmental organisations operating in the cultural sector • Small and medium-sized enterprises (SMEs) operating in the cultural sector.[2] Natural persons shall not be eligible.	government-run cultural institutions • Art schools and art universities • Non-governmental organisations operating in the cultural sector • Private companies operating in the cultural sector established as a legal person in Poland, one of the other Beneficiary States or Ukraine. Natural persons shall not be eligible.	concerns the cultural or creative sectors.[3] Natural persons legally resident in Liechtenstein. Mandatory partnership with at least one entity from one of the Donor States.

2.3 Selection procedures:

Applications that include partnership with Donor state entities shall be awarded additional points during the selection of projects under Call 1.

For Call 1, at least one of the impartial experts to review the applications shall be nominated by either the National Heritage Institute (NHI) or the National Institute of Museums (NIM) depending on the scope of a project.

For Calls 2, 3 and 4, at least one of the impartial experts to review the applications shall be nominated by either Arts and Culture Norway or Rannís.

For Call 1, at least one member of the Selection Committee shall be a representative of the National Heritage Institute (NHI).

[2] 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.
[3] Cultural and creative sectors, as defined in Regulation (EU) 2021/818 establishing the Creative Europe Programme (2021 to 2027).

For Calls 2, 3 and 4, at least one member of the Selection Committee shall be a representative of the National Centre for Culture (NCC).

3. Pre-defined projects

1) "Jewish Cultural Heritage"

Project Promoter:	Museum of the History of Polish Jews (POLIN)
Donor project partner(s):	The Norwegian Center for Holocaust and Minority Studies Oslo Jewish Museum Jewish Museum Trondheim Falstad Centre European Wergeland Centre
Other project partner(s):	Forum for Dialogue Jewish Historical Institute in Warsaw
Total maximum eligible costs:	€ 11,764,706
Project grant rate:	100.00 %
Maximum project grant amount:	€ 11,764,706
Estimated duration:	62 months

The project responds to rising antisemitism across Europe by tackling prejudice through historical and cultural education whilst addressing limited access to reliable historical resources that contribute to misinformation. It focuses on preserving local Jewish heritage, particularly in small towns, and lowering barriers to cultural participation for marginalised groups. The project will deliver 9,500 educational, cultural, and digitisation initiatives, enhancing historical knowledge, social awareness, civic competencies, and online access to Jewish heritage resources. Through partnerships with Norwegian institutions, it will strengthen educational competencies across Europe and foster national and international engagement.

The project comprises the following nine key components, all accompanied by promotional efforts, audience research, and internal evaluations:

1)"Education for the Future" will offer workshops and classes for children, schools, families, and marginalised groups;

2) "The Daffodils Campaign" will target schools and the general public with capacity-building for volunteers and teachers;

3) "Education and Inclusion" will provide conferences and seminars for teachers, specialists, and minority groups;

4) "Making Connections" will deliver public and cultural programmes for Warsaw residents;

5) "Understanding the Past" will involve collection, digitisation, and dissemination of documents and oral history;

6) "Museum Locally" will support local leaders in educational initiatives for schools and communities;

7) "Museum for Youth" will create online activities and creative workshops for young adults;

8) "Redevelopment of the Exhibition" will update the Museum's core exhibition; and

9) "Crossing Borders" will facilitate international seminars with Norwegian partners.

2) "HeritoLAB – Mobile Heritage Inspection"

Project Promoter:	National Institute of Cultural Heritage
Donor project partner(s):	Norwegian Directorate for Cultural Heritage (RA)
Total maximum eligible costs:	€ 1,800,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 1,800,000
Estimated duration:	36 months

HeritoLAB addresses modern challenges in monument maintenance—unstable climatic conditions, armed conflicts, and natural disasters—which create growing needs for monitoring and preventive measures. Based on the Dutch Monumentenwacht model, it promotes regular technical inspections and basic maintenance to avoid costly conservation renovations resulting from neglect. The model emphasises traditional craft and construction techniques to preserve architectural integrity whilst responding to climate change mitigation and carbon footprint reduction.

The project will develop new tools for tangible cultural heritage protection through preventive conservation and public awareness raising, whilst strengthening competences and raising the status of traditional building techniques amongst craftsmen and contractors.

The development of such a cultural heritage protection system in Poland will provide Norway with opportunities for practical participation in pilot activities, leading in the longer term to the launch of a similar system. The partnership with the Norwegian Directorate for Cultural Heritage will ensure that experiences are adapted to the Norwegian context and maximise bilateral results on both sides.

The project employs a two-track approach combining direct and indirect measures:

- Direct activities create at least two mobile inspection teams equipped with mobile workshops to monitor selected monuments, prepare preservation reports, provide consultations, carry out minor repairs, and develop individual maintenance schedules. Teams are supported by a preventive conservation centre providing substantive and organisational support, developing comprehensive inspection methodologies based on traditional technologies, and promoting preventive conservation knowledge.

- Indirect activities include seminars and practical workshops promoting the monitoring system amongst owners, users, and authorities responsible for cultural heritage.

The project establishes technical infrastructure, builds knowledge bases, and trains qualified specialists in building inspections and monitoring. Educational campaigns disseminate good practices through websites and promotional materials.

3) "Polish Capitals of Culture 2026-2028"

Project Promoter:	National Centre for Culture
Donor project partner(s):	Arts and Culture Norway (ACN) Kristiansand Municipality Municipality Voss Stavanger municipality Norwegian Cultural Forum (NOKU)
Other project partner(s):	Maria Koterbska Cultural Centre in Bielsko-Biała Katowice City of Gardens - Krystyna Bochenek Cultural institution Kołobrzeg Institute of Culture and Promotion
Total maximum eligible costs:	€ 3,000,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 3,000,000
Estimated duration:	42 months

The project strengthens culture's role in socio-economic development strategies, building unique brands for Bielsko-Biała (2026), Katowice (2027), and Kołobrzeg (2028) through artistic programmes based on local creative potential that support residents' well-being and community integration.

The project aims to achieve lasting cultural, social, and economic development, becoming a symbol of quality and authenticity in culture and an inspiration for other cities. It consolidates international partnerships, promotes innovation in the cultural sector, and creates platforms for knowledge exchange. Residents serve as both co-creators and recipients of culture. The initiative transforms culture from an occasional event into a permanent element of everyday life and a community bond, building an open, inclusive culture rooted in locality with future generations in mind.

The project is structured around three bilateral Polish-Norwegian cooperation components:

- The artistic component features a Travelling Festival - an annual multi-day event in consecutive Polish Capital of Culture (PCC) cities with Norwegian artists - responding to each city's unique social and ecological characteristics and examining how sustainable development goals integrate with artistic life.

- The knowledge exchange and professionalisation component includes study visits for project partners, participation in seminars and conferences, and annual volunteer exchanges between PCC cities and Norwegian Cultural Municipalities.

- The research component involves research in PCC cities and analysis of implementing analogous tools in Norway.

4) "Libraries for local communities"

Project Promoter:	National Library
Donor project partner(s):	The National Library of Norway National and University Library of Iceland

Total maximum eligible costs:	€ 2,000,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 2,000,000
Estimated duration:	34 months

The project addresses pressing challenges including the spread of misinformation and online hate speech, widening generational and socio-economic gaps in digital literacy, risks of 'analogue exclusion', and the need for social inclusion of disadvantaged groups and national minorities, particularly Ukrainians whose presence increased substantially since 2022.

The project strengthens libraries' roles as 'third places' for communities, enhancing digital, media, and civic competences amongst children, young people, and older adults whilst reducing generational gaps in technological literacy. It fosters inclusive dialogue, builds librarians' capacity to work with diverse groups including minorities and refugees, and provides modern infrastructure enabling libraries to function as attractive cultural centres. The initiative creates exemplary models of library-based civic education and digital resilience transferable nationwide, delivering better access to knowledge and inclusive cultural spaces for local communities, improved professional development and international expertise for librarians, and reinforced trust, resilience, and democratic values for society.

The project establishes a working group with the National Library of Norway and National and University Library of Iceland to design detailed implementation plans. It selects sixteen public libraries of various sizes from different Polish regions, ensuring nationwide coverage including underdeveloped areas. Activities include organising free meetings, debates, and events creating safe dialogue spaces; establishing civic education centres for older adults, people with limited digital skills, and disadvantaged groups; implementing workshops on disinformation, digital hygiene, and emerging technologies including artificial intelligence; and supporting librarians working with minorities and refugees through workshops with experienced Norwegian librarians. The project equips participating libraries with modern IT infrastructure, organises Polish-Norwegian-Icelandic workshops for knowledge exchange, hosts a start-up conference presenting the OMC Group's report on libraries' multiple roles, and provides systematic training and networking opportunities for librarians to develop future-oriented practices.

4. Bilateral relations

The funds for bilateral relations at programme level shall support the establishment and strengthening of partnerships between institutions from Poland and the Donor States, through study visits for beneficiaries of Outcome 1 and 2 and preparatory works for PDP 3 “Polish Capitals of Culture”.

Moreover, support from the funds for bilateral relations shall be explored for the following bilateral initiatives:

- Initiative concerning cultural heritage of the Norwegian Wang Church in Karpacz.

- Initiative “Defending artistic freedom in Europe” concerning freedom of cultural expression. The initiative aims to create a permanent network of defenders of artistic freedom in individual countries, consisting of artists, artistic associations and human rights associations, who work together to strengthen efforts to defend artistic freedom. The initiative shall be implemented in cooperation with possible institution(s)/organisation(s) from Poland, Norway and Iceland with the Council of Europe.

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

5. Programme management and financial parameters

5.1 Special rules on eligibility of costs:

Under Call 1, projects must dedicate at least 25 % of eligible costs to soft measures. Up to 75 % of eligible costs may be dedicated to hard measures (equipment and infrastructure).

Management costs for open call projects cannot exceed 8% of the total cost of the project implementation.

Costs for the purchase of land and/or real estate shall not be eligible. Constructions of new buildings shall not be eligible.

In-kind contributions, including voluntary work, shall only be eligible in the case of Project Promoters or project partners that are NGOs. In this case, in-kind contribution in the form of voluntary work may constitute up to 50% of their own contribution.

Project promoters will be required to have a Polish bank account.

5.2 Programme administrative structures:

N/A

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.