EEA Financial Mechanism 2021-2028

PROGRAMME AGREEMENT

between

The Financial Mechanism Committee

established by Iceland, Liechtenstein and Norway

and

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

hereinafter referred to as the "National Focal Point",

representing Poland,

hereinafter referred to as the "Beneficiary State"

together hereinafter referred to as the "Parties"

for the financing of the Programme "Green Transition"

hereinafter referred to as the "Programme"

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Chapter 1
Scope, legal framework, and definitions

Article 1.1
Scope

This Programme Agreement between the Financial Mechanism Committee (hereinafter referred to as the FMC) and the National Focal Point lays down the rights and obligations of the Parties regarding the implementation of the Programme and the financial contribution from the EEA Financial Mechanism 2021-2028 to the Programme.

Article 1.2
Legal Framework

1. This Programme Agreement shall be read in conjunction with the following documents which, together with this Programme Agreement, constitute the legal framework of the EEA Financial Mechanism 2021-2028:

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

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

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

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

2. In case of an inconsistency between this Programme Agreement and the Regulation, the Regulation shall prevail.

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

Article 1.3
Definitions

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

Article 1.4
Annexes and hierarchy of documents

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

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

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

Chapter 2
The Programme

Article
2.1 Co-operation

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

2. The Parties agree to provide all information necessary for the good functioning of this Programme Agreement, including risk assessment and response analysis, and to apply the principles of implementation as set out in the Regulation.

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

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

Article 2.2
Main responsibilities of the Parties

1. The National Focal Point is responsible and accountable for the overall management of the EEA Financial Mechanism 2021-2028 in the Beneficiary State and for the full and correct implementation of this Programme Agreement. In particular, the National Focal Point undertakes to:

a) comply with its obligations stipulated in the Regulation and this Programme Agreement;

b) ensure that the Certifying Authority, the Audit Authority and the Programme Operator properly perform the tasks assigned to them in the Regulation and this Programme Agreement;

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

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

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

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

Article 2.3
Objective(s) of the Programme

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

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

Article 2.4
Programme grant

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

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

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

b) indicate the agreed advance payment, if any.

3. The management cost of the Programme Operator shall not exceed the amount specified in this Programme Agreement.

Article 2.5
Special conditions and programme specific rules

1. This Programme Agreement shall list any conditions set by the FMC with reference to Article 6.3.2 of the Regulation. The National Focal Point shall ensure compliance with these conditions and take the necessary steps to ensure their fulfilment.

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

Article 2.6
Reporting

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

Article 2.7
Monitoring and audits

The monitoring and audits referred to in Chapter 10 and Chapter 11 of the Regulation shall not in any way relieve the National Focal Point or the Programme Operator of their obligations under the legal framework regarding monitoring of the Programme and/or its projects, financial control and audit.

Article 2.8
Modification of the Programme

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

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

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

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

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

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

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

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

Article 2.9
Communication

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

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

Article 2.10
Contact information

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

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

Financial Mechanism Office

Att: Managing Director

EFTA House

Avenue des Arts, 19H

1000 Brussels

Telephone: +32 (0)2 286 1701

E-mail: fmo@efta.int

3. Changes of or corrections to the contact information referred to in this Article shall be given in writing without undue delay by the Parties to this Programme Agreement.

Article 2.11
Representations and warranties

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

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

Chapter 3
Projects

Article 3.1
Selection of projects and award of grants

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

2. Eligibility of Project Promoters and project partners is stipulated in Article 7.2 of the Regulation and, in accordance with paragraph 4 thereof, subject only to the limitations stipulated in this Programme Agreement.

3. Pre-defined projects shall be outlined in this Programme Agreement.

4. The National Focal Point shall take proactive steps to ensure that the Programme Operator complies fully with Article 7.5.2 of the Regulation.

Article 3.2
Project contract

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

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

3. The content and form 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 the Donor States, the partnership agreement

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

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

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

Chapter 4
Finance

Article 4.1
Eligible expenditures

1. Without prejudice to Article 8.9 of the Regulation, eligible expenditures of this Programme are:

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

b) payments to projects within this Programme in accordance with the Regulation, this Programme Agreement and the project contract; and

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

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

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

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

Article 4.2
Proof of expenditure

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

Article 4.3
Proof of conditions fulfilled for simplified cost options

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

Article 4.4
Payments

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

2. Payments to the Programme shall take the form of an advance payment, interim payments and payment of the final balance and shall be made in accordance with Articles 9.2, 9.3 and 9.5 of the Regulation.

3. Payments of the project grant to the Project Promoters may take the form of advance payments, interim payments and payments of the final balance.

4. The National Focal Point shall ensure that payments are transferred in accordance with Article 9.1.2 of the Regulation.

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

Article 4.5
Transparency and availability of documents

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

Article 4.6
Irregularities, suspension and reimbursements

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

Chapter 5
Final provisions

Article 5.1
Dispute settlement

1. The Parties waive their rights to bring any dispute related to the Programme Agreement before any

national or international court and agree to settle such a dispute in an amicable manner.

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

Article 5.2
Termination

1. The FMC may, after consultation with the National Focal Point, terminate this Programme Agreement if:

a) a general suspension decision according to Article 13.6 of the Regulation or a decision to suspend payments according to point (h) of Article 13.1.1 of the Regulation has not been lifted within 6 months of such a decision;

b) a suspension of payments according to Article 13.1 of the Regulation, other than under point (h) of Article 13.1.1, has not been lifted within one year of such a decision;

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

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

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

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

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

Article 5.3
Waiver of responsibility

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

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

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

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

5. Neither the European Free Trade Association, its Secretariat, including the FMO, its officials or employees, nor the FMC, its members or alternate members, nor the EFTA States, can be held liable for any damages or injuries of whatever nature sustained by the National Focal Point or the Beneficiary State, the Programme Operator, Project Promoters or any other third person, in connection, be it direct or indirect, with this Programme Agreement.

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

Article 5.4
Entry into force and duration

1. This Programme Agreement shall enter into force on the date of the last signature of the Parties.

2. This Programme Agreement shall remain in force until five years have elapsed after the date of the acceptance of the Final Programme Report.

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

For the Donors	For the National Focal Point
Signed in Warsaw on 20/04/2026	Signed in Warsaw on 20/04/2026
.....	.....
Øystein Bø Norwegian Ambassador to Poland	Jan Szyszko Secretary of State

Annex I to the Programme Agreement

Roles	
Programme Operator:	Ministry of Climate and Environment
Donor Programme Partner:	Icelandic Centre for Research (RANNIS) Norwegian Environment Agency (NEA) Norwegian Water Resources and Energy Directorate (NVE)
IPO:	-
Other Programme Partner(s):	National fund for Environmental protection and Water Management

Indicator	Disaggregation	Unit of measurement	Data source	Baseline	Planned Target[1]
PA01 objective: Acceleration of the green transition towards a more sustainable society.					
Outcome 1: Increased resilience to climate change through nature-based solutions and education					
Number of sites where nature-based solutions improved rainwater and meltwater management		Cumulative number	Project promoter records	0	19
Number of sites where nature-based solutions mitigated the urban heat island effect		Cumulative number	Project promoter records	0	38
National classification system for energy performance and emissions in residential buildings developed and applied		Binary	Project promoter records	No	Yes
Output 1.1: Nature-based solutions are applied in urban areas					
Number of municipalities that applied nature-based solutions		Cumulative number	Project promoter records	0	14
Number of nature-based solutions applied in urban areas		Cumulative number	Project promoter records	0	28
Output 1.2: Climate education and awareness is strengthened					
Number of educational and awareness campaigns carried out		Cumulative number	Project promoter records	0	24
Number of people who took an action in response to educational or awareness campaigns		Cumulative number	Project promoter records	0	95,000
Number of small-scale nature-based solutions applied and demonstrated in educational institutions		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 Country Reports and the Final Programme Report.

Number of teachers trained to integrate climate and environmental issues in their lessons	Gender	Cumulative number	Project promoter records	0	400
Number of education materials developed and made publicly available		Cumulative number	Project promoter records	0	100
PA01 objective: Acceleration of the green transition towards a more sustainable society.					
Outcome 2: Accelerated transition to clean energy					
Estimated amount of Greenhouse Gas (GHG) emissions avoided (tonnes CO2eq)		Cumulative number	Project promoter records	0	75,000
Estimated energy production from all renewable sources (MWh/year)		Cumulative number	Project promoter records	0	88,000
Estimated energy production from geothermal sources (MWth/year)		Cumulative number	Project promoter records	0	64,500
Output 2.1: Local renewable energy communities are strengthened					
Number of local renewable energy communities that increased their generation of renewable energy production		Cumulative number	Project promoter records	0	10
Number of local energy communities with improved energy storage and smart energy management		Cumulative number	Project promoter records	0	10
Estimated renewable energy production from energy communities (MWh/year)		Cumulative number	Project promoter records	0	23,500
Estimated number of consumers served by local renewable energy communities		Cumulative number	Project promoter records	0	10,000
Output 2.2: Carbon capture utilisation and storage (CCUS) is prepared to scale					
Number of CCUS projects that have completed early-stage project development processes		Cumulative number	Project promoter records	0	7
Number of studies, analyses, mappings or environmental assessments completed		Cumulative number	Project promoter records	0	36
Number of educational and awareness campaigns carried out on CCUS		Cumulative number	Project promoter records	0	1
Number of people who took an action in response to educational or awareness campaigns		Cumulative number	Project promoter records	0	700
Output 2.3: Increased production and storage of renewable energy					
Number of electricity storage systems installed		Cumulative number	Project promoter records	0	8
Amount of installed storage capacity of electricity storage systems (MW)		Cumulative number	Project promoter records	0	32
Estimated amount of stored energy fed into the grid (GWh)		Cumulative number	Project promoter records	0	19

Number of new, refurbished or expanded geothermal power plants operational and supplying heat or electricity to consumers.		Cumulative number	Project promoter records	0	3
Number of existing geothermal exploratory wells that are adapted for operational extraction purposes		Cumulative number	Project promoter records	0	3
Output 2.4: Geothermal education, awareness and knowledge is strengthened					
Number of educational workshops delivered on geothermal energy		Cumulative number	Project promoter records	0	5
Number of professionals trained on geothermal energy	Gender	Cumulative number	Project promoter records	0	156
Number of professional study visits conducted on geothermal energy		Cumulative number	Project promoter records	0	10
Number of geothermal demonstration installations installed		Cumulative number	Project promoter records	0	2
Framework developed outlining how to establish geothermal clusters		Binary	Project promoter records	No	Yes
Open access digital platform created as a repository for storing materials on geothermal energy		Binary	Project promoter records	No	Yes
Number of large-scale numerical models completed for geothermal heating		Cumulative number	Project promoter records	0	2
PA01 objective: Acceleration of the green transition towards a more sustainable society.					
Outcome 3: Improved conservation of ecosystems and biodiversity					
Number of species with improved conservation status		Cumulative number	Project promoter records	0	4
Number of habitats with improved conservation status		Cumulative number	Project promoter records	0	4
Output 3.1: Ecosystems and biodiversity is monitored, restored and protected					
Estimated hectares of restored or protected ecosystems		Cumulative number	Project promoter records	0	200
Number of invasive alien species whose negative impact is controlled or decreased		Cumulative number	Project promoter records	0	4
Output 3.2: Increased public participation and awareness					
Number of educational and awareness campaigns carried out		Cumulative number	Project promoter records	0	8
Number of people who took an action in response to educational or awareness campaigns		Cumulative number	Project promoter records	0	40,000
Output 3.3: Strengthened institutional capacity					
National digital system developed and operational for environmental documentation and assessments		Binary	Project promoter records	No	Yes
Number of new or improved digital government services provided		Cumulative number	Project promoter records	0	5

Number of proposed nature reserves with completed documentation		Cumulative number	Project promoter records	0	300
New or improved IT system developed for monitoring large carnivores		Binary	Project promoter records	No	Yes
Number of assessments, studies or mappings completed of large carnivores		Cumulative number	Project promoter records	0	3
PA01 objective: Acceleration of the green transition towards a more sustainable society.					
Outcome 4: Improved water management and construction methods					
Estimated reduction in water consumption (m3/year)		Cumulative number	Project promoter records	0	145,000
Number of technological innovations applied		Cumulative number	Project promoter records	0	5
Number of practical green public procurement tools developed		Cumulative number	Project promoter records	0	5
Output 4.1: Water management systems are upgraded and more circular					
Number of new or upgraded water infrastructure installations for the purification, treatment and reuse of water		Cumulative number	Project promoter records	0	5
Number of closed-loop water systems installed and operational in enterprises, municipalitites or local communitites		Cumulative number	Project promoter records	0	3
Output 4.2: Circular economy education and awareness is strengthened					
Number of educational and awareness campaigns carried out		Cumulative number	Project promoter records	0	10
Number of people who took an action in response to educational or awareness campaigns		Cumulative number	Project promoter records	0	50,000
Number of guidelines and standards published		Cumulative number	Project promoter records	0	8
Number of pilot studies that testing and applied circular solutions		Cumulative number	Project promoter records	0	5
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 predefined projects "*Advancing CCUS deployment in Poland by enhancing administrative capacity, legal frameworks, stakeholder participation and tailored support initiatives*" (PDP 3) and "*Informational and Educational Campaign on Carbon Capture, Utilization and Storage Technologies*" (PDP 4), the Programme Operator shall ensure a functional separation within the Ministry of Climate and Environment of the tasks of Programme Operator on the one hand (including in particular the verification of the eligibility of declared expenditure and ensuring the progress towards the projects' expected results), and the role of Project Promoter for the pre-defined projects on the other hand. The Bureau of Inspection and Internal Audit within the Ministry of Climate shall provide the National Focal Point with a positive assessment of a sufficient functional separation within one year from the entry into force of this Agreement.

2. The National Focal Point shall ensure that the Programme Operator ensures that a control of selected public procurement procedures and documentation carried out for the pre-defined projects under section 3 of Annex II to the Programme Agreement, is carried out by a competent independent entity, other than the respective project promoter. The relevant public procurement procedures and documentation are to be selected in line with the control methodology, including relevant financial thresholds and other risk factors, to be detailed in the management and control system of the Programme Operator. The selection shall target the most significant procedures in terms of value and potential risk and shall as a minimum include those that are above the EU thresholds for Public Procurement.

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.

4. In the preparation of the relevant calls for proposals, in particular Calls 1 and 2, the Programme Operator shall coordinate with the Programme Operator of the Local Development programme, in order to ensure coordination, avoid overlaps and seek synergies where possible in the activities to be supported under the projects in both programmes.

Pre-eligibility

5. No costs shall be eligible under pre-defined project 10 before a detailed budget for the pre-defined project, including the identity, role and contribution of any project partner(s), has been agreed

with the project partner(s), submitted by the PO to the FMO, and the FMC has confirmed the grant to the project.

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 (€)		€ 189,135,294.12
Programme grant rate (%)		85.00 %
Maximum amount of Programme grant - EEA Financial Mechanism (€)		€ 160,900,000.00
Maximum amount of Programme grant - Norwegian Financial Mechanism (€)		-
Maximum amount of Programme grant - Total (€)		€ 160,900,000.00

PA	Budget Heading	EEA Grants	Total grant	Programme grant rate	Programme co-financing	Programme eligible expenditure	Grant advance payment
PM	Programme management	€ 8,385,600.00	€ 8,385,600.00	85.00 %	€ 1,479,811.76	€ 9,865,411.76	€ 1,677,120.00
PA01	Outcome 1 (EEA Grants)	€ 35,742,500.00	€ 35,742,500.00	85.00 %	€ 6,307,500.00	€ 42,050,000.00	€ 525,000.00
PA01	Outcome 2 (EEA Grants)	€ 82,551,900.00	€ 82,551,900.00	85.00 %	€ 14,567,982.36	€ 97,119,882.36	€ 1,462,539.00
PA01	Outcome 3 (EEA Grants)	€ 23,120,000.00	€ 23,120,000.00	85.00 %	€ 4,080,000.00	€ 27,200,000.00	€ 1,250,000.00
PA01	Outcome 4 (EEA Grants)	€ 10,200,000.00	€ 10,200,000.00	85.00 %	€ 1,800,000.00	€ 12,000,000.00	€ 0.00
BF	Bilateral funds at programme level	€ 900,000.00	€ 900,000.00	n/a[2]	n/a[3]	€ 900,000.00	€ 180,000.00
Total		**€ 160,900,000.00**	**€ 160,900,000.00**	**85.00 %**	**€ 28,235,294.12**	**€ 189,135,294.12**	**€ 5,094,659.00**

Retention of management costs	
Retention of management costs - Percentage of the management costs	10.00 %
Retention of management costs - Planned Euro value	€ 986,541.18

[2] Grant amount of Bilateral fund at programme level is not relevant for the calculation of programme grant rate

[3] Grant amount of Bilateral fund at programme level is not relevant for the calculation of programme co-financing

Green Transition

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 covers the programme area "Green Transition" (PA01). The programme objective "Acceleration of the green transition towards a more sustainable society" shall be attained through projects contributing to four outcomes. The programme shall contribute to the implementation of the European Green Deal.

Outcome 1 *Increased ability of local communities to adapt to a changing climate* will support the implementation of the European Green Deal (clean and resilient cities, inclusive transition), the EU Strategy on Adaptation to Climate Change and Poland's National Energy and Climate Plan (NECP). Outcome 1 will be implemented through two calls for proposals and two pre-defined projects (PDPs). Call 1 *Green Transition in cities and towns* shall support projects that strengthen the resilience of cities and towns to climate change through investments in nature-based solutions, with a particular focus on urban water retention. Call 2 *Raising awareness on climate change mitigation and adaptation* shall support projects that combine small-scale infrastructure investments using nature-based solutions with awareness-raising and educational activities and combatting climate disinformation. PDP 1 *Development and Implementation of Innovative Methodological and Didactic Solutions in the Field of Climate Education* will contribute to strengthen the competencies of primary school teachers in climate and environmental education. PDP 2 *Environmental support for municipalities and policy tools for improving air quality "WENA"* will provide local governments with tools that enable better planning and implementation of modernization measures aligned with the relevant EU directives.

Outcome 2 *Improved clean energy transition, energy security and industrial carbon management towards a more sustainable society* will contribute to the EU's fit for 55 package on clean energy transition and Poland's National Climate and Energy Plan and is expected to deliver measurable improvements in Poland's clean energy transition, energy security, and industrial carbon management. Outcome 2 will be implemented through four calls for proposals and five pre-defined projects. Call 3 *Investment support for renewable energy communities* shall support projects for decentralised comprehensive renewable energy, based on bottom-up needs and initiatives, that contribute to multiple energy objectives such as increased renewable energy, increased local security of supply and combatting energy poverty in socially disadvantaged areas. Call 4 *Funding of CCUS projects development in Poland* will accelerate the development of CCUS projects and the two dedicated predefined projects on CCS/CCUS readiness will support activities to strengthen Poland's institutional capacity for implementing CCS/CCUS and contribute respectively to the development of Poland's national CCS/CCUS strategy (PDP 3) and public awareness and acceptance of CCS/CCUS technologies (PDP 4). Call 5 *Energy Storage for Renewable Energy Development* shall support projects to develop

medium-scale energy storage facilities directly integrated with existing renewable energy installations. Call 6 *Geothermal Energy* and the three dedicated PDPs on geothermal energy (PDPs 5, 6 and 7) will support activities enhancing the institutional capacity for geothermal energy and enhancing and unlocking more renewable energy from geothermal sources.

Outcome 3 *Improved Ecological Status of Ecosystems and Biodiversity* will contribute to implementation of national and EU strategies and legislation such as the EU Biodiversity strategy, EU Nature Restoration law, the EU Habitat Directive and Natura 2000 Directive. Outcome 3 shall be implemented through one call for proposals and three pre-defined projects: Call 7 *Biodiversity and ecosystems conservation* shall support projects strengthening ecosystem resilience and improved conservation. PDP 8 *Environmental Impact Assessment System – Phase I* will contribute to modernizing and digitalizing Poland's Environmental Impact Assessment procedures. PDP 9 *Documentation for the establishment of nature reserves* will accelerate the designation of new nature reserves across Poland, in line with the EU Biodiversity Strategy for 2030 and the Nature Restoration Law. PDP 10 *Watching the Hunter project - implementation of new research methods in Large Carnivores monitoring in Poland* will contribute to strengthening information about conservation status of large carnivores and feed into national and EU reporting obligations and enhance the Information System for Monitoring Species and Natural Habitats.

Outcome 4 *Strengthened circular resource and water management* will contribute to strengthening circular economy policies in Poland in two strategically important sectors: water and construction. Outcome 4 will be implemented through two calls for proposals and one pre-defined project. Call 8 *Water management through circular economy actions* shall support projects that integrate circular economy principles into water-related activities and Call 9 *Circular Economy in the Construction Sector* shall support projects that promote the transition of the Polish construction sector towards a circular economy model, focusing on building awareness, strengthening professional and institutional capacity, and developing the necessary market for the reuse of construction materials. PDP 11 on green procurement will contribute to enhancing institutional capacity and good governance for green procurement in Poland and will take into consideration other relevant EU funded work.

2. Selection of projects

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

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.

Modality	**Available amount (€)**	**Project grant rate (%)**	**Minimum and maximum project grant amount (€)**	**Indicative launch date and duration of call**
Outcome 1				

Call 1	€ 28,800,000	85%	€ 1,000,000 - € 3,000,000	Q3/Q4 2026 Duration: minimum three months
Call 2	€ 8,000,000	85%	€ 300,000 - € 1,500,000	Q3/Q4 2026 Duration: minimum three months
Outcome 2				
Call 3	€ 32,800,000	Up to 85%	€ 2,000,000 - €4,000,000	Q3/Q4 2026 Duration: minimum three months
Call 4	€ 20,000,000	Up to 85%	€ 500,000 - € 4,000,000	Q3/ Q42026 Duration: minimum three months
Call 5	€ 19,694,492	Up to 65%	€ 200,000 - € 2,500,000	Q3/Q4 2026 Duration: minimum three months
Call 6	€ 10,000,000	Up to 65%	€ 300,000 - € 1,200,000	Q3/Q4 2026 Duration: minimum three months
Outcome 3				
Call 7	€ 10,000,000	85%	€ 300,000 - € 1,500,000	Q3/Q4 2026 Duration: minimum three months
Outcome 4				

Call 8	€ 8,000,000	Up to 85%	€ 100,000 - € 1,000,000	Q3/Q4 2026 Duration: minimum three months
Call 9	€ 2,000,000	Up to 85%	€ 200,000 - € 500,000	Q3/Q4 2026 Duration: minimum three 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.

Partnerships with entities from the Donor States shall be encouraged across all calls for proposals.

Applicants shall be required to describe in their proposals how (gender) equality principles will be implemented during project implementation, tailoring activities to the nature and scope of each project.

Evidence-based decision-making shall be promoted as a central principle, ensuring that activities are grounded in robust data, scientific modelling, and best international practices.

Call 4 specific: Gassnova shall be involved in the development of the call text for the call for proposals funding CCS/CCUS projects.

2.2 Eligible applicants and project partners:

Modality	**Eligible applicants**	**Eligible partners**
Call 1	Local government units and municipal unions (“związki międzygminne”). Public institutions in the health and cultural sector in cities and towns. NGOs may be eligible applicants provided they apply in partnership with at least one entity that falls within the above-mentioned categories.	In accordance with Article 7.2.2 of the Regulation.
Call 2	Local government units and municipal unions (“związki międzygminne”). Educational institutions, libraries, and museums.	In accordance with Article 7.2.2 of the Regulation.

	NGOs may be eligible applicants provided they apply in partnership with at least one entity that falls within the above-mentioned categories.	
Call 3	Renewable Energy Communities established as a legal person and falling within the definition contained in Article 2(16) of Directive (EU) 2018/2001 on the promotion of the use of energy from renewable sources (citizens energy communities) as well as other entities operating within the structures of energy community — in particular coordinators of energy clusters and energy cooperatives exclusively operating in the field of renewable energy. Municipalities and municipal unions ("związki międzygminne") — provided that they act on behalf of a renewable energy community within the meaning of the above-mentioned EU Directive.	In accordance with Article 7.2.2 of the Regulation
Call 4	Enterprises and research institutions.	In accordance with Article 7.2.2 of the Regulation
Call 5	Renewable energy producers in Poland (excluding transmission and distribution system operators).	In accordance with Article 7.2.2 of the Regulation
Call 6	Local government units Enterprises, including municipal companies.	In accordance with Article 7.2.2 of the Regulation
Call 7	Local government units NGOs Public entities responsible for nature conservation Local and regional authorities; Universities and research institutions.	In accordance with Article 7.2.2 of the Regulation
Call 8	Local government units Water and wastewater companies (within the meaning of Article 2, item 4 of the Act on Collective Water Supply and	In accordance with Article 7.2.2 of the Regulation

	Collective Sewage Disposal) carrying out the own tasks of local government units) Enterprises.	
Call 9	In accordance with Article 7.2.1 of the Regulation	In accordance with Article 7.2.2 of the Regulation

2.3 Selection procedures:

Each application that meets the administrative and eligibility criteria shall be reviewed against the selection criteria by at least two impartial experts, which shall be appointed by the National Fund for Environmental Protection and Water Management (hereafter referred to as "the National Fund"). At least one of the experts shall be independent of the Ministry of Climate and the National Fund. Persons that are involved in the expert assessment of project applications shall not be involved in any other task performed by the National Fund in relation to the preparation of the relevant call, the Selection Committee or the implementation or projects under that call.

The Selection Committees for each call for proposals shall consist of: at least one representative of the Ministry of Climate, at least one representative of the National Fund, at least one representative of the relevant Donor Programme Partner(s) and at least one member independent of and external to the aforementioned entities.

The National Fund shall be responsible for assessing compliance with State Aid rules.

For Call 4 - Funding of CCUS projects development in Poland, at least one member of the Selection Committee shall be a representative of Gassnova.

3. Pre-defined projects

1) "Climate education for change – Development and Implementation of Innovative Methodological and Didactic Solutions in the Field of Climate Education"

Project Promoter:	Foundation for the development of the Education System (FRSE)
Donor project partner(s):	National Agency for International Education Affairs (AIBA) Icelandic Centre for Research (RANNIS)
Total maximum eligible costs:	€ 3,000,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 3,000,000
Estimated duration:	36 months

The project aims to prepare schools and teachers for the planned introduction of mandatory climate education in the Polish education system from 2026 through training, the creation of high-quality teaching resources and long-term access to tested materials via the Integrated Educational Platform (ZPE). By embedding media literacy, regional adaptation and experiential learning, the project will

strengthen teacher capacity to deliver climate and environmental education. The bilateral cooperation with entities from Iceland and Liechtenstein will support solutions developed in Poland and shaped by joint research, peer learning and the exchange of European best practices in climate and environmental education.

The main activities shall include:

1. **National Roundtable on Climate and Environmental Education**
   At the beginning of the project, a National Roundtable on Climate and Environmental Education will be organised to ensure strategic alignment and coherence of the project's methodological and organisational foundations. Participants shall include representatives of the Ministry of National Education (MEN), the Ministry of Climate and Environment (MKiŚ), the Foundation for the Development of the Education System (FRSE), the Donor partners AIBA and RANNIS and other key stakeholders to define the scope, methodology and governance structures.

2. **Three-level cascade training model**
   Establishment of a three-level cascade training model to prepare teachers and schools nationwide for the introduction of mandatory climate and environmental education in 2026:
   - Development of national methodological frameworks by four national experts.
   - 32 regional change leaders will be trained by national experts to deliver cascade training in all 16 voivodeships.
   - Training of 400 teachers through practice oriented courses, field workshops and interdisciplinary sessions.

3. **School based development of lesson plans**
   Two-person teacher teams shall create and test lesson plans for their teaching level and subject area. Following quality review and approval by the school's teaching council, all materials developed by the school teams shall be curated and published on ZPE for nationwide, long-term open access.

4. **Complementary training shall be offered to school staff** such as school principals (institutional sustainability), librarians (climate literacy), catering managers (sustainable food systems) and afterschool care staff (nature based learning).

5. **Bilateral cooperation with Iceland and Liechtenstein**
   Study visits, joint seminars, cocreation workshops and exchange of methodologies on teacher training, open educational resources and green school approaches with AIBA and RANNIS.

6. **Development of recommendations and guidelines**
   Joint expert work from Poland, Iceland and Liechtenstein to produce evidence based recommendations for educational authorities on strengthening climate and environmental education.

2) "Environmental support for municipalities and policy tools for improving air quality "WENA""

Project Promoter:	Institute of Energy and Fuel Processing Technology
Donor project partner(s):	Norwegian Institute for Air Research (NILU)
Other project partner(s):	Institute of Environmental Protection – National Research Institute Ministry of Climate and Environment
Total maximum eligible costs:	€ 2,250,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 2,250,000
Estimated duration:	36 months

The project addresses major challenges with pollutants in the residential sector. The project supports the systemic energy transition of residential buildings by developing analytical, educational and informational tools to help local governments plan and implement modernisation activities. The project focuses on classification of buildings and heating systems, improving competencies of local government employees, and educating residents. By integrating data, supporting planning processes and counteracting disinformation, the project aims to contribute to achieving ambitious air quality and energy-efficiency targets and effective implementation of EU policies.

The main activities shall be spread over 10 different tasks:

1. **Classification of buildings and heating systems**
   Developing and implementing a systematic classification of residential buildings and heating systems using indicators relevant to emission reduction, enabling precise diagnosis and planning of modernization measures.
2. **Analysis of heat source use and emissions**
   Conducting research on the real use of heat sources and resulting emissions to improve understanding of pollutant origins and guide targeted interventions.
3. **Training materials on heating-system operation and funding programmes**
   Preparing educational materials for users and installers to optimize heat source operation and support access to existing funding programmes.
4. **Identification of measures for improving municipal energy supply plans**
   Analysing possible directions to increase the effectiveness of local energy-supply plan implementation.
5. **Expansion of training platform for local governments**
   Enhancing an online education platform to strengthen competencies of local government staff in planning and executing energy transition activities.
6. **Training materials on energy efficiency and thermal modernization**
   Developing resources on energy efficiency, energy poverty, thermal modernization and health impacts of poor air quality.
7. **Pilot training and testing modules**
   Implementing and testing dedicated educational modules on the platform with local government units.

8. **Expert support for Marshals' Offices**
   Providing specialized support in preparing derogation applications required for implementing the AAQD Directive.

9. **Dissemination and promotional activities**
   Sharing results through educational actions to increase public awareness and counter climate- and energy-related disinformation.

10. **Transfer of Norwegian knowledge and good practices**
    Introducing Norwegian experience in low-emission heating technologies and local energy-transition policies through bilateral cooperation.

The responsibility for each task shall be divided as follows: tasks 1-3 shall be implemented by the Institute of Energy and Fuel Processing Technology, tasks 4-8 by the Institute of Environmental Protection, task 9 by the Ministry of Climate and Environment and task 10 shall be implemented jointly by all project partners in the form of a cooperation panel.

3) "3) Advancing CCUS deployment in Poland by enhancing administrative capacity, legal frameworks, stakeholder participation and tailored support initiatives"

Project Promoter:	Ministry of Climate and Environment
Donor project partner(s):	Gassnova
Total maximum eligible costs:	€ 4,200,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 4,200,000
Estimated duration:	60 months

The project aims to address key barriers preventing effective deployment of Carbon Capture, Utilisation, and Storage (CCUS) technologies in Poland. CCUS development in Poland is at an early stage and faces challenges including limited administrative capacity, lack of specialised expertise, insufficient evidence-based analysis, and low public awareness. The project seeks to build institutional capacity, develop robust regulations and support schemes, and strengthen cooperation with Norwegian and international partners to enable sustainable CCUS deployment aligned with European climate objectives. Costs for Gassnova's involvement in design of the Call 4 Funding of CCUS projects development in Poland and the selection of projects under that call shall be covered by this pre-defined project.

Verification of the eligibility of costs for the project shall include, inter alia, an assessment of the necessity and proportionality of the costs of using Ministry of Climate staff within the project.

The main activities shall include:

1. **Commissioning independent expert analyses**
   These studies will assess the requirements for effective CCUS regulation, identify tailored financial support mechanisms, and provide robust, evidence-based recommendations for policymakers. The process will involve close consultation with Norwegian partners and benchmarking in relation to EU best practices.

2. **Drafting and consultation of CCUS regulations and strategic documents**
   Provide legal and technical assistance, convene working groups and conduct stakeholder

consultations to refine regulatory frameworks and ensure alignment with domestic and European requirements.

3. **Capacity building within the Ministry of Climate and Environment**
   Recruit and train additional CCUS specialists, strengthen in house expertise and support sustainable management of legal, financial and coordination processes.

4. **Technical assistance and professional development**
   Offer targeted support for administrative staff and relevant institutions to improve regulatory coordination, project delivery and strategic planning in the CCUS sector.

5. **Stakeholder engagement and structured dialogue forums**
   Organise consultations, roundtables and multi sector working groups to ensure coherence between administration, industry and research partners.

6. **Knowledge exchange and bilateral cooperation**
   Facilitate cooperation with Norwegian experts, including benchmarking, peer learning, study visits and ongoing exchange of practical experience in CCUS policy and technology development.

7. **Strengthening international and cross sectoral networks**
   Establish permanent platforms for dialogue and knowledge sharing among Polish authorities, industry stakeholders and international partners to support long term CCUS deployment.

8. **Support for industry stakeholders**
   Provide access to expert analyses, regulatory insights and cooperation forums to help industrial actors understand obligations under NZIA and prepare for future CCUS investments.

4) "Informational and Educational Campaign on Carbon Capture, Utilization and Storage Technologies"

Project Promoter:	Ministry of Climate and Environment
Donor project partner(s):	Gassnova
Total maximum eligible costs:	€ 4,265,390
Project grant rate:	100.00 %
Maximum project grant amount:	€ 4,265,390
Estimated duration:	36 months

The project aims to address the very low public awareness of Carbon Capture, Utilization and Storage (CCUS) technologies in Poland. Through a nationwide information and education campaign, the project seeks to improve communication quality, provide reliable and science-based knowledge, counteract simplifications, tackling disinformation and build positive social attitudes toward CCUS. This will support Poland’s energy transition, decarbonisation efforts and fulfilment of national and international climate commitments.

Verification of the eligibility of costs for the project shall include, inter alia, an assessment of the necessity and proportionality of the costs of using Ministry of Climate staff within the project.

The main activities shall include:

1. **Awareness raising on public knowledge of CCUS technologies**
   Conduct activities to assess and improve understanding of CCUS, addressing misconceptions and explaining its role in reducing CO_2 emissions.
2. **Internet and social media advertising campaign**
   Implement targeted online promotional efforts to reach broad audiences with accessible and reliable CCUS information.
3. **TV and radio activities including advertisements and sponsored programmes.**
4. **Media relations activities**
5. **Webinars and online trainings for stakeholders** including decision makers, students, teachers, industry representatives, opinion leaders and local governments.
6. **Developing information and educational materials** such as tutorials, reels, infographics and animated videos explaining what CCUS is, how it works and why it is important.
7. **Conferences and meetings**
   Organise events bringing together experts, policymakers, industry and communities to strengthen dialogue on CCUS.
8. **Study visits in Norway** to exchange the experience between Poland and Norway.

5) "Geothermal Resource Park in Poland - Demonstrator of innovative geothermal uses in Poland"

Project Promoter:	Mineral and Energy Economy Research Institute, Polish Academy of Sciences
Donor project partner(s):	Icelandic Environment and Energy Agency (UOS) Norwegian Research Center AS (NORCE)
Total maximum eligible costs:	€ 2,500,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 2,500,000
Estimated duration:	48 months

The project aims to introduce and promote modern geothermal technologies adapted to Polish and Central European conditions by creating the Geothermal Resource Park in Poland - unique one-site demonstrator of innovative geothermal uses. Drawing on Icelandic and Norwegian expertise, it addresses the lack of pilot facilities and practical demonstrations despite Poland's strong geothermal potential. The initiative will design, test, and showcase innovative applications of geothermal energy and water - covering sustainable food production, circular economy solutions and advanced energy storage. Some Polish expertise will be also incorporated, such as geothermal water treatment and desalination. All results will be documented in an open-access digital library to ensure effective knowledge transfer and assistance in replicating proven solutions. The project strengthens long-term trilateral cooperation and establishes a modern regional centre for geothermal R&D, innovation, and education. The initiative has also a significant social dimension, involving educational activities, as well as building public engagement and acceptance of sustainable geothermal technologies.

The main activities shall include:

1. Mapping of stakeholder engagement in partner countries and of entities for whom geothermal water and energy resources may be a valuable alternative for current water and energy use.
2. Design, demonstrate, and operate pilot geothermal greenhouses and innovative related systems (aquaculture, hydroponics, microalgae, vertical farming).
3. Testing advanced shallow underground thermal energy storage solutions and integration with renewable energy sources.
4. Conducting Pilot studies on geothermal desalination and mineral recovery (e.g. silica recovery) and industrial uses of concentrates.
5. Provide guided demonstrations and hands-on training in geothermal greenhouse operation, water treatment and energy storage.
6. Staff exchanges and internships between Poland, Iceland, and Norway.
7. Organising Open days and guided tours to the Resource Park.
8. Share results through complete technical (video) documentation and an Open Access digital library.
9. Develop guidelines for policies and strategies in geothermal agriculture and thermal energy storage.

6) "KeyGeothermalClustering – Key Geothermal Knowledge Advancement and Clustering – for the Green Transition and Energy Security in Poland"

Project Promoter:	Mineral and Energy Economy Research Institute, Polish Academy of Sciences
Donor project partner(s):	Icelandic Environment and Energy Agency (UOS) Norwegian Research Center AS (NORCE)
Total maximum eligible costs:	€ 2,900,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 2,900,000
Estimated duration:	48 months

The project aims to overcome key barriers limiting the deployment of geothermal heating and underground thermal energy storage in Poland and to strengthen national geothermal capacity. Through trilateral cooperation with Iceland and Norway, the project will deepen knowledge, build human and institutional capacity, introduce geothermal cluster concepts as well as address and support regulatory improvements. By strengthening both deep and shallow geothermal applications, it will accelerate Poland’s energy transition and contribute to national and European climate and energy security goals.

The project will implement a comprehensive set of activities designed to strengthen knowledge, skills, and practical capacity for geothermal heating in Poland. The activities shall fall within the scope of the following main categories (with open access to all interested entities on non-discriminatory and non-commercial basis):

1. **Capacity and Skills Development**
   Deliver training workshops and seminars in Poland to enhance technical and managerial skills of professionals and institutions involved in geothermal heating.
2. **International Knowledge Exchange**
   Organise study visits to Iceland and Norway to showcase best practices in deep and shallow geothermal utilisation, underground thermal energy storage, and district heating integration.
3. **Specialised Professional Training**
   Enable selected Polish professionals to participate in the 6 month GRÓ Geothermal Training Programme in Iceland, as well as other specialised workshops and courses.
4. **Legal and Regulatory Framework Development**
   Design a modern, specialised legal framework for geothermal resources and geothermal energy, aligned with European best practices and distinct from fossil fuel regulations.
5. **Digital Storehouse**
   Create an online platform to collect and provide open access to training materials, presentations, articles and other relevant geothermal knowledge resources.
6. **Cluster Design**
   Conceptual development of geothermal clusters in Poland, supported by Icelandic and Norwegian expertise, including pilot frameworks and national recommendations.
7. **Dissemination and Replication Activities**
   Communication activities to promote results, foster replication in other regions, and support long-term sustainability.

7) "Regional-scale reservoir modeling to boost geothermal heating in central Poland and north Iceland (GeoModel2)"

Project Promoter:	Mineral and Energy Economy Research Institute, Polish Academy of Sciences
Donor project partner(s):	Iceland GeoSurvey (ÍSOR)
Total maximum eligible costs:	€ 760,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 760,000
Estimated duration:	36 months

The project aims to improve the development and management of district heating systems in Poland and Iceland by constructing two largescale numerical models of geothermal reservoirs. These models will support planning, management and sustainable use of geothermal resources, as well as reduce investment risk in regions where exploitation of resources by multiple operators may cause interference or overexploitation. By addressing knowledge gaps on reservoir behaviour, and providing projections on production and reinjection impacts, the project will strengthen strategic planning, enhance energy security, and support the green transformation of the heating sector. Collaboration between Polish and Icelandic institutions ensures high-quality expertise and bilateral knowledge transfer.

The main activities shall include:

1. **Development of reservoir engineering tools**
   Enhance and expand tools such as Lumpfit++, GeoWell and Thermalift to improve reliability, functionality, and user experience for geothermal reservoir analysis.
2. **Numerical modelling of the Łowicz Błonie Plain geothermal reservoir (Poland)**
   Create a detailed large scale model simulating geothermal heat extraction from productive Cretaceous and Lower Jurassic formations to assess sustainable capacity, interference risks, and long term performance.
3. **Numerical modelling of geothermal fields south of Akureyri (Iceland)**
   Develop a similar numerical model for four geothermal fields in Eyjafjordur, analysing extraction limits, reinjection impacts, and potential overexploitation risks.
4. **Capacity building through staff exchanges**
   Conduct specialised training, field trips and on the job internships between MEERI PAS and ÍSOR to strengthen scientific, technical and operational competencies.
5. **Project dissemination**
   Present results through conferences, training sessions and openly available reports, sharing knowledge with municipal authorities, government agencies, public companies and geothermal stakeholders.
6. **Project management**
   Coordinate and supervise project implementation, ensuring delivery of high quality models, tools and reports while maintaining open access to non confidential outcomes.

8) "Environmental Impact Assessment System – Phase I"

Project Promoter:	General Directorate for Environmental Protection (GDEP)
Other project partner(s):	Łukasiewicz Research Network - Poznań Institute of Technology
Total maximum eligible costs:	€ 8,000,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 8,000,000
Estimated duration:	36 months

The project aims to improve the quality, transparency and efficiency of administrative proceedings related to environmental conditions decisions by fully digitalising the process, centralising geospatial and technical data, and ensuring public access to environmental information. It seeks to address varying procedural quality across authorities, insufficient publicly available Environmental Impact Assessment (EIA) data, difficulties in performing cumulative impact assessments, and delays in the transfer of technical documentation. By creating a national digital system for filing applications, aggregating data and supporting public participation, the project will strengthen evidence-based environmental governance and streamline proceedings for all stakeholders involved in the EIA process.

The main activities shall include:

1. **Digitalisation of environmental conditions proceedings**
   This includes creating a national digital system that would help digitalise the proceedings on the environmental conditions decisions related to environmental impact assessments for administrative bodies.

2. **Creation of a centralised data collection point that includes aggregation and publication of EIA data**
   Create a digital repository for applications, decisions, technical documentation and geospatial data gathered during environmental impact assessment procedures, ensuring public access.
3. **Support for environmental impact assessments**
   Provide structured datasets that allow authorities and experts to analyse overlapping, coexisting or planned projects, improving the accuracy and consistency of cumulative impact assessments.
4. **Improvement of technical documentation quality**
   Create a platform enabling authors of environmental reports to use available datasets to enhance the accuracy, precision and completeness of submitted documentation.
5. **Introduction of a digital communication channel**
   Introduce a dedicated digital communication channel allowing citizens and NGOs to follow proceedings, access documentation and submit comments during the public participation phase.

9) "Documentation for the establishment of nature reserves"

Project Promoter:	General Directorate for Environmental Protection
Other project partner(s):	16 regional directors for environmental protection (RDEPs)
Total maximum eligible costs:	€ 4,500,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 4,500,000
Estimated duration:	36 months

The project aims to accelerate the designation of nature reserves in Poland in line with the EU Biodiversity Strategy for 2030 and the Nature Restoration Regulation by strengthening the capacity of regional directors for environmental protection (RDEPs), who are responsible for such designation. More than 1,500 sites are currently proposed for acquiring the status of nature reserve in Poland. This requires verification, while the RDEPs have limited administrative resources. The project shall focus on supporting the preparation, assessment and establishment of new nature reserves. By expanding staffing, financing fieldwork, commissioning environmental expertise and conducting public consultations, the project will improve the efficiency of reserve designation process and enhance the protection of Poland’s most valuable natural areas.

The main activities shall include:

1. **Creating additional full time positions** at all 16 RDEPs and one position for a coordination team at the GDEP for the full duration of the project.
2. **Verification and analysis of proposals for new nature reserves**, including proposals submitted through social initiatives (over 300 potential areas).
3. **Field trip support** (fuel, maintenance, insurance)
4. **Build up environmental expertise** (including identification of species, habitats, conservation status, threats, proposed protective measures and monitoring) on planned reserves for which sufficient scientific data is missing (approx. 100 planned reserves).

5. **Preparation of administrative and planning documentation** for the establishment of nature reserves.
6. **Public consultation** regarding proposed reserves. Preparation of areas for the establishment of nature reserves, including consultations. Conduct broad consultation processes with NGOs, experts and the general public to gather feedback on reserve proposals and incorporate community input into decision-making.
7. **Installation of information boards** in newly created reserves
   Equip each newly designated reserve with information boards (approximately 1,200 boards in total) to mark boundaries and communicate conservation rules.

10) "Watching the Hunter (WATAHA) project - implementation of new research methods in Large Carnivores monitoring in Poland"

Project Promoter:	Chief Inspectorate of Environmental Protection (GIOŚ)
Donor project partner(s):	The Norwegian Institute for Nature Research (NINA)
Other project partner(s):	General Directorate for Environmental Protection (GDEP)
Total maximum eligible costs:	€ 4,700,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 4,700,000
Estimated duration:	39 months

The project aims to strengthen Poland's monitoring of Large Carnivores such as the bear, the lynx and the wolf in line with the EU Biodiversity Strategy for 2030 and the Nature Restoration Regulation. Current monitoring under the State Environmental Monitoring system lacks up-to-date population data due to high costs and labour demands. The project will introduce innovative, cost-effective research methods such as molecular techniques, camera traps and AI analysis to improve data quality, ensure reliable conservation assessments under Article 17 of the EU Habitats Directive, and support effective protection and management of these conflict prone species.

The main activities shall include:

1. **Coordination teams at CIEP and GDEP**
   Establish project teams responsible for organisational oversight, coordination of monitoring tasks and cooperation with regional environmental authorities.
2. **Monitoring of distribution of bears, lynx and wolves**
   Conduct nationwide surveys targeting State Forest districts, national parks and regional environmental protection directorates.
3. **Bear population monitoring using molecular techniques**
   Collect hair and scat samples across the entire Polish range, followed by genetic analysis to estimate population size and structure.
4. **Lynx monitoring using camera traps**
   Deploy camera traps evenly across monitoring sites to support snow tracking data, with AI algorithms used for processing and identifying individuals.

5. **Wolf monitoring using molecular techniques**
   Improve existing genetic monitoring by increasing sample quality, frequency and geographic coverage and develop more reliable analytical models.

6. **Assessment of LC habitats using spatial and satellite data**
   Analyse habitat condition, distribution, connectivity and coherence using geospatial datasets, including satellite imagery.

7. **Assessment of conservation status**
   Evaluate conservation status of each species at monitoring sites, producing updated data for Article 17 of the EU Habitats Directive reporting.

8. **Population modelling for lynx and wolf**
   Estimate national level population sizes using monitoring results and spatial modelling.

9. **Training for forest and nature conservation staff**
   Provide training for State Forests personnel and nature conservation services to support improved LC monitoring and data collection.

11) "Public procurement as a tool for green transition and sustainable development"

Project Promoter:	Public procurement office in Poland
Donor project partner(s):	The Norwegian Agency for Public and Financial Management (DFØ)
Total maximum eligible costs:	€ 2,000,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 2,000,000
Estimated duration:	36 months

The project aims to strengthen the strategic use of public procurement in Poland to support the green and circular transition, aligned with EU Green Deal policies and the “Avoid–Shift–Improve” (ASI) framework. The project complements key EU Green Deal policies, including the Ecodesign for Sustainable Products Regulation and the Clean Vehicles Directive. The projects aim to strengthen institutional maturity in green procurement through awareness-raising, capacity-building, and strategic guidance. This includes training professionals to influence greener purchasing decisions, building professional competence, and introducing data driven tools. The project will enable public entities to apply sustainability criteria effectively in order to reduce emissions, promote circular value chains, and prevent worksite crime in high-risk sectors. Through bilateral cooperation with Norway, the project supports evidence-based policymaking and contribution to strengthening green governance mechanisms such as improved procurement models and sharing of good practices.

The main activities shall include:

1. **Train the Trainers Programme for Green Public Procurement**
   Develop and deliver a comprehensive training programme, including tools such as the criteria wizard, to build green procurement competence across Polish institutions.

2. **Adaptation of Norway’s Data-Driven Measurement Framework**
   Introduce AI-based tender analysis and open data tools enabling Polish authorities to track the

climate impact of public spending and support evidence-based policymaking.

3. **Development of Practical Tools**
    - Create a Polish version of DFØ's Criteria Wizard with ready-to-use sustainability criteria.
    - Provide Climate and Cost Impact Calculators to quantify emissions and financial savings.
    - Prepare guidance on framework agreements for reused/refurbished products.
    - Deploy a fleet data tool to assess vehicle fleet use, underutilisation, emissions and decarbonisation pathways.
    - Compile an Example Bank of best practices and innovation in sustainable procurement.

4. **Pilot Testing of Innovative Procurement Models**
   Conduct pilots in selected municipalities involving second-hand digital marketplaces, green logistics, and data-driven procurement strategies.

5. **Knowledge Exchange and Peer Learning**
   Facilitate study visits, joint webinars and cross-border market dialogues between Polish and Norwegian authorities to share experience and solutions.

6. **Improving Compliance and Oversight in High-Risk Sectors**
   Strengthen governance in sectors such as construction and infrastructure to prevent worksite crime, support fair labour practices and ensure socially responsible green procurement.

4. Bilateral relations

The bilateral funds will, inter alia, support collaboration with the Norwegian Centre for International Climate Research (CICERO) aimed at tackling climate disinformation. At least €380,000 shall be earmarked for the collaboration with CICERO.

The Programme Operator and the Donor Programme Partners shall 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. Gassnova shall be involved in the Cooperation Committee's activities on the development of the text for the call for proposal on Call 4 Funding of CCUS projects development in Poland.

5. Programme management and financial parameters

5.1 Special rules on eligibility of costs:

- 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. Costs for the purchase of second-hand equipment shall not be eligible.
- Programme management costs shall take the form of expenditure actually incurred. Additionally, in case of the National Fund for Environmental Protection and Water Management the indirect costs will be eligible at a flat rate of 15% of direct eligible staff costs, in accordance with Article 8.5(1)(b) of the Regulation.
- For pre-defined projects, the methods for identifying indirect costs shall be limited to the flat rate options provided for in Article 8.5.1, subparagraphs (a) and (b) of the Regulation:
    - A flat rate of up to 7% of eligible direct costs.
    - A flat rate of up to 15% of eligible direct staff costs.

5.2 Programme administrative structures:

The Programme Operator is the Ministry of Climate and Environment with support from the National Fund for Environmental Protection and Water Management (The National Fund). The National Fund shall provide support by taking up responsibility for the technical and operational tasks related to the calls for proposals.

More specifically:

- The Ministry of Climate and Environment shall have a strategic and supervisory role, including setting the directions and priorities of the programme and leading the dialogue with Donor States, and shall take the decisions on the award of funding.
- The National Fund shall be responsible for the technical and operational tasks related to the implementation of the Programme, including the organisation of calls for proposals, assessment of project applications, project contracting and the monitoring of implementation of projects selected under the calls for proposals.

The exact division of tasks between the two institutions will be specified in an agreement between the Ministry and the National Fund.

The Programme Operator shall ensure that all supported projects and activities are consistent with the values and principles set out in Article 1.3.1 of the Regulation and abstain from supporting operations that may fail to do so, through procedures described in, inter alia, the management and control systems and the project contract.

The Programme Operator shall, during project selection and prior to signing project contracts, assess the compliance of the project activities and all entities involved within the project with the common values and principles listed in Article 1.3.1 of the Regulation (hereafter referred to as “the values”). The text for each call for proposals shall explicitly state that only applicants able to demonstrate compliance with the values shall be eligible and requirements on the values shall be integrated into the formal eligibility criteria. The grant application form shall require a mandatory declaration from the applicant confirming its commitment to the values and applicants shall also be required to describe in their proposals how the values will be protected and promoted. Concerns regarding compliance with the

values may be raised by the impartial experts scoring the projects and during the Selection Committee meetings and shall be recorded in the minutes of the meeting.

An obligation on continued compliance with the values, including clear indications of the consequences for failure to do so, shall be included in the project contract. Each project contract shall contain a clause stating that failure to comply with the values may lead to the suspension of payments or termination of the contract.

Compliance with the values will be monitored throughout the project lifecycle through reporting and through administrative and/or on the spot verifications by the Programme Operator. Suspected breaches of the principles of implementation shall constitute a risk factor, and influence selection for verifications and monitoring. The Programme Operator is committed to take corrective measures where necessary at all stages of the project lifecycle in cases of non-compliance with the values.

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.