Norwegian Financial Mechanism 2021-2028

# PROGRAMME AGREEMENT

between

The Norwegian Ministry of Foreign Affairs

and

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

hereinafter referred to as the "National Focal Point",

representing Poland,

hereinafter referred to as the "Beneficiary State"

together hereinafter referred to as the "Parties"

for the financing of the Programme "Justice"

hereinafter referred to as the "Programme"

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## Chapter 1
## Scope, legal framework, and definitions

### Article 1.1
### Scope

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

### Article 1.2
### Legal Framework

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

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

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

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

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

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

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

### Article 1.3
### Definitions

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

### Article 1.4
### Annexes and hierarchy of documents

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

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

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

## Chapter 2
## The Programme

### Article 2.1
### Co-operation

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

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

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

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

### Article 2.2
### Main responsibilities of the Parties

1. The National Focal Point is responsible and accountable for the overall management of the Norwegian Financial Mechanism 2021-2028 in the Beneficiary State and for the full and correct

implementation of this Programme Agreement. In particular, the National Focal Point undertakes to:

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

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

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

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

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

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

**Article 2.3**
**Objective(s) of the Programme**

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

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

**Article 2.4**
**Programme grant**

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

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

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

b) indicate the agreed advance payment, if any.

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

**Article 2.5**
**Special conditions and programme specific rules**

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

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

**Article 2.6**
**Reporting**

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

**Article 2.7**
**Monitoring and audits**

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

**Article 2.8**
**Modification of the Programme**

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

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

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

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

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

6. Should there be a doubt as to whether a modification of the Programme Agreement is required, the National Focal Point shall consult the NMFA before such modifications take effect.

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

### Article 2.9
### Communication

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

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

### Article 2.10
### Contact information

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

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

Financial Mechanism Office Att: Managing Director EFTA House Avenue des Arts, 19H 1000 Brussels Telephone: +32 (0)2 286 1701 E-mail: fmo@efta.int

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

### Article 2.11
### Representations and warranties

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

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

## Chapter 3
## Projects

### Article 3.1
### Selection of projects and award of grants

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

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

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

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

### Article 3.2
### Project contract

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

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

3. The content and form or the project contract shall comply with Article 7.9 of the Regulation.

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

### Article 3.3
### Project partners and partnership agreements

1. A project may be implemented in a partnership between the Project Promoter and project partners as defined in point (y) of Article 1.6 of the Regulation. If a project is implemented in such a partnership, the Project Promoter shall sign a partnership agreement with the project partners with the content and in the form stipulated in Article 7.10 of the Regulation.

2. If one of the parties to the agreement is an entity from Norway, the partnership agreement shall be in English and shall be based on a template provided by the NMFA.

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

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

## Chapter 4
## Finance

### Article 4.1
### Eligible expenditures

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

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

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

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

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

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

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

### Article 4.2
### Proof of expenditure

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

### Article 4.3
### Proof of conditions fulfilled for simplified cost options

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

### Article 4.4
### Payments

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

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

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

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

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

### Article 4.5
### Transparency and availability of documents

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

### Article 4.6
### Irregularities, suspension and reimbursements

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

## Chapter 5
## Final provisions

### Article 5.1
### Dispute settlement

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

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

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

**Article 5.2**
**Termination**

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

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

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

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

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

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

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

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

**Article 5.3**
**Waiver of responsibility**

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

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

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

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

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

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

**Article 5.4**
**Entry into force and duration**

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

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

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

| | |
|---|---|
| For the Norwegian Ministry of Foreign Affairs | For the National Focal Point |
| Signed in ..... on ..... | Signed in ..... on ..... |
| ..... | ..... |

**Annex I to the Programme Agreement**

| **Roles** | |
|---|---|
| Programme Operator: | Ministry of Justice |
| Donor Programme Partner: | Directorate of Norwegian Correctional Service (KDI)<br>Norwegian Courts Administration (NCA)<br>Norwegian Ministry of Justice and Public Security (NMOJ) |
| IPO: | Council of Europe (CoE) |
| Other Programme Partner(s): | - |

| Indicator | Disaggregation | Unit of measurement | Data source | Baseline | Planned Target[1] |
|---|---|---|---|---|---|
| **PA10 objective: Prevention and combatting of domestic and gender-based violence in line with international and European human rights standards.** | | | | | |
| **Outcome 1: Improved coordination of policies and responses to domestic and gender-based violence** | | | | | |
| Number of new or revised DGBV-related policies, programmes, or strategies that incorporate international or European human rights standards | | Cumulative number | PP records and documents drafted | 0 | 1 |
| Number of local government units that implemented DGBV prevention activities in line with the national strategy/programme | | Cumulative number | PO records | 0 | 10 |
| **Output 1.1: Improved monitoring and coordination mechanism at a national level, with enhanced alignment of strategies across all levels of government** | | | | | |
| Number of assessments completed on existing and improved national coordination mechanisms for multi-sectoral response to DGBV based on the Istanbul Convention | | Cumulative number | Official report and PP records | 0 | 1 |
| Number of working groups on gender-responsive justice chain established within the Monitoring Team | | Cumulative number | Project promoter records | 0 | 1 |
| Number of local programmes revised in line with the national strategy/programme and following the standards in the Istanbul Convention | | Cumulative number | Official report and Project promoter records | 0 | 20 |
| Number of new or improved guidelines on improving strategies/programmes tackling | | Cumulative number | Publication/Distribution list | 0 | 1 |

[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.

| | | | | | |
|---|---|---|---|---|---|
| DGBV developed following the Istanbul Convention standard | | | | | |
| **Output 1.2: Improved knowledge base across sectors** | | | | | |
| Number of pilot population surveys on DGBV prevalence conducted | | Cumulative number | Project promoter records | 0 | 1 |
| Number of datasets or statistical reports produced providing disaggregated data on all forms of violence covered by the Istanbul Convention | | Cumulative number | PP records | 0 | 1 |
| **Output 1.3: Increased competence of professionals dealing with domestic and gender-based violence following the Istanbul Convention standards** | | | | | |
| Number of new qualifications introduced to the Integrated Qualifications System (ZSK) | | Cumulative number | Project promoter records | 0 | 1 |
| Number of certified professionals that have obtained formal qualification as DGBV trainers following participation in the training of trainers | Gender | Cumulative number | Project promoter records | 0 | 50 |
| Number of trained trainers self-reporting improved knowledge/understanding of DGBV prevention after the training | Gender | Cumulative number | PP records (survey or interviews) | 0 | 35 |
| **PA11 objective: Increased access to an independent, accountable, and efficient justice system of high quality in line with international and European human rights standards.** | | | | | |
| **Outcome 2: Improved capacity of the justice system to deliver equal access, efficient, independent, and citizen-responsive justice** | | | | | |
| Level of contribution of projects to strengthening the independence, accountability and effectiveness of the justice system | | Scale 1-5 | PO records | N/A | 4 |
| Number of new or improved justice-related tools, services, or models accessible and used by citizens, judges or court employees | | Cumulative number | PO records | 0 | 6 |
| **Output 2.1: Enhanced civic oversight, public awareness, stakeholder cooperation, and judicial capacity to uphold an independent and accountable judiciary** | | | | | |
| Estimated number of people who engaged and took an action in response to the advocacy / awareness campaigns | | Cumulative number | Project promoter records | 0 | 3,000,000 |
| Number of multi-stakeholder dialogues, networks, or cooperation platforms established or strengthened on judicial independence/accountability | | Cumulative number | Project promoter records | 0 | 4 |
| Share of judges self-reporting improved understanding of independence/accountability principles after the training | | Percentage | Post-training survey (PP) | N/A | 60 % |
| **Output 2.2: Increased availability and quality of services within the free legal aid system and use of mediation as an effective alternative method of dispute resolution** | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| Number of new/improved systems enabling citizen access to legal information | | Cumulative number | PP records, acceptance protocol | 0 | 3 |
| Number of legal aid providers that have completed a training course | Gender | Cumulative number | PP records | 0 | 2,000 |
| Number of mediation cases completed at the pre-trial stage | | Cumulative number | Project promoter records | 0 | 528 |
| Number of courts where mediation services are operational | | Cumulative number | Project promoter records | 0 | 33 |
| **Output 2.3: Strengthened professional competences of court staff and management through the implementation of modern human resources management solutions** | | | | | |
| Number of competency profiles developed, approved and implemented in the ZSRK system | | Cumulative number | PO data from the system | 0 | 30 |
| Share of courts using improved tools in the Integrated Accounting and Human Resources System | | Percentage | PO data from the system | N/A | 30 % |
| Share of training participants self-reporting improved know-how of onboarding topic after the training | | Percentage | PO data from the project | N/A | 30 % |
| **Output 2.4: Improved participation of citizens in the judiciary and greater presence of courts in their communities** | | | | | |
| Number of awareness-raising campaigns carried out on the role of lay judges | | Cumulative number | PP records, campaign report | 0 | 1 |
| Number of models for communication and reporting policies developed for common courts | | Cumulative number | PP records, model description document | 0 | 1 |
| Number of e-learning training courses developed | | Cumulative number | PP records, courses tables of content | 0 | 4 |
| **PA12 objective: Improved correctional services in line with international and European human rights standards.** | | | | | |
| **Outcome 3: Enhanced prison and probation services that are secure, humane, gender-sensitive, and effective in rehabilitation and social reintegration of offenders** | | | | | |
| Number of trained probation staff self-reporting improved know-how after the training | | Cumulative number | Project Promoters' records; Training attendance and survey records | 0 | 250 |
| Number of prisons in Katowice prison district that implemented the new Polish dynamic security principles | | Cumulative number | Project Promoters' records; confirmation of the unit director | 0 | 10 |
| **Output 3.1: Strengthened capacity of the prison and probation services** | | | | | |
| Central Training Centre (COSSW) in Kule modernized | | Binary | Project Promoters' Records; Investment Acceptance protocol | No | Yes |
| Number of persons that have completed a probation training course (DWOIP) | Gender | Cumulative number | Project Promoters' records; Certificate of completion | 0 | 500 |

| | | | | | |
|---|---|---|---|---|---|
| Revised security concept incorporated within the National Training system for Prison services | | Binary | Project Promoters' records | No | Yes |
| Management training programme with focus on practical skills developed | | Binary | Project Promoters' records | No | Yes |
| Number of persons that have completed a prison training course in the area of dynamic security (CZSW) | Gender | Cumulative number | Project Promoters' records; Certificate of completion | 0 | 1,150 |
| Number of persons that have completed Ambassadors programme in the area of dynamic security (CZSW) | Gender | Cumulative number | Project Promoters' records; Certificate of completion | 0 | 50 |
| Number of persons that have completed a prison management training course (CZSW) | Gender | Cumulative number | Project Promoters' records; Certificate of completion | 0 | 80 |
| **Output 3.2: Increased quality of rehabilitation and readaptation programmes** | | | | | |
| Number of new rehabilitation and therapeutic training programmes for prison service implemented | | Cumulative number | Project Promoters' Records; Protocol of delivery and acceptance | 0 | 9 |
| Number of instructors that have completed a train-the-trainer training course on the 7 new rehabilitation programmes | | Cumulative number | Project Promoters' Records; Certificate of completion | 0 | 140 |
| Number of therapeutic staff that have completed a training course in the new programme | | Cumulative number | Project Promoters' Records; Certificate of completion | 0 | 25 |
| Number of inmates that have completed a rehabilitation and readaptation programme tailored to their individual needs | Gender | Cumulative number | Project Promoters' Records; Certificate of completion | 0 | 2,120 |
| **Output 3.3: Improved conditions for female inmates** | | | | | |
| Number of Readaptation Centre for Convicted Women established | | Cumulative number | Project Promoters' Records; Investment Acceptance Protocol | 0 | 1 |
| Tailored support measures for female inmates implemented | | Binary | Project Promoters' Records; Protocol of delivery and acceptance | No | Yes |
| Number of prison staff in Lubliniec prison for female inmates that have completed a training course | Gender | Cumulative number | Project Promoters' records; Certificate of completion | 0 | 11 |
| Number of female inmates that have completed the new measures tailored to their needs | | Cumulative number | Project Promoters' records; Certificate of completion | 0 | 63 |
| **Output 3.4: Improved consistency and quality of probation services** | | | | | |
| Number of assessments/reports, studies or mappings completed on existing post-penitentiary support centres and on the development of national standards | | Cumulative number | Project Promoters' records; Diagnosis/evaluation report | 0 | 1 |

| | | | | | |
|---|---|---|---|---|---|
| Training package for probation officers and probation management staff developed | | Binary | Project Promoters' Records; Protocol of delivery and acceptance | No | Yes |
| IT tool supporting the work of probation officers developed | | Binary | Project Promoters' Records; Protocol of delivery and acceptance | No | Yes |
| Juveniles risk assessment tool for family probation officers developed | | Binary | Project Promoters' Records; Protocol of delivery and acceptance | No | Yes |
| New model of support for people sentenced to alternative penalties and those released from prison developed | | Binary | Project Promoters' Records; Contract Acceptance Protocol | No | Yes |
| Centre established in line with the project-developed model | | Binary | Project Promoters' Records; Contract Acceptance Protocol | No | Yes |
| **Bilateral Outcome: Enhanced collaboration between beneficiary and donor state entities involved in the programme** | | | | | |
| Level of relevance of the partnership | State type | Scale 1-5 | FMO bilateral survey | N/A | 4 |
| Level of efficiency of the partnership | State type | Scale 1-5 | FMO bilateral survey | N/A | 4 |
| Level of effectiveness of the partnership | State type | Scale 1-5 | FMO bilateral survey | N/A | 4 |
| Level of added value of the partnership | State type | Scale 1-5 | FMO bilateral survey | N/A | 4 |
| Level of sustainability of the partnership | State type | Scale 1-5 | FMO bilateral survey | N/A | 4 |
| Level of involvement of the project partner in the project | State type | Scale 1-5 | FMO bilateral survey | N/A | 4 |
| Level of trust between partners | State type | Scale 1-5 | FMO bilateral survey | N/A | 4 |
| Level of overall satisfaction with the partnership | State type | Scale 1-5 | FMO bilateral survey | N/A | 4 |
| Number of international networks actively participated in by both Beneficiary States and Donor States partners | | Cumulative number | Document | 0 | 1 |

**Conditions**

General

1. The maximum level of funding for investment in infrastructure and equipment (hard measures) is set at 40 % of the total eligible expenditure of the programme.

2. The National Focal Point shall ensure that the Programme Operator ensures that an ex ante control of public procurement procedures and documentation (Limited to public procurement procedures (review of tender documentation) pursuant to the national public procurement legislation) 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 management and control system of the Programme Operator shall include the ex-ante control methodology.

3. All activities in the programme shall be in compliance with European legal standards for human rights, the case law of the European Court of Human Rights and the Council of Europe Convention on Preventing and Combating Violence against Women and Domestic Violence (Istanbul Convention). Activities related to the improvement of the correctional system (Outcome 3) shall comply with Council of Europe's European Prison Rules, Recommendations from the European Committee for the Prevention of Torture and Inhuman or Degrading Treatment or Punishment (CPT) and the UN Nelson Mandela Prison Rules.

4. 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.

5. For the predefined projects "Ensuring equal access to justice through the development of free legal aid and mediation services" (PDP2), "Courts closer to people" (PDP4) and "Innovation and Change in Probation Services" (PDP6) the Programme Operator's responsibilities regarding the verification of declared expenditure and ensuring the progress towards the projects' expected results (Article 5.6.1 (h) and (m) of the Regulation) shall be externalised and be carried out by a legal entity independent of and unrelated to the Programme Operator.

Pre-eligibility

Not applicable

Pre-payment

Not applicable

Pre-completion

Not applicable

Post-completion

Not applicable

| **Eligibility of costs - period** | **First date** | **Final date** |
|---|---|---|
| Eligibility of costs | 24/04/2025 | 30/04/2032 |
| **Grant rate and co-financing** | | |
| Programme eligible expenditure (€) | | € 71,238,235.29 |
| Programme grant rate (%) | | 85.00 % |
| Maximum amount of Programme grant - EEA Financial Mechanism (€) | | - |
| Maximum amount of Programme grant - Norwegian Financial Mechanism (€) | | € 60,650,000.00 |
| Maximum amount of Programme grant - Total (€) | | € 60,650,000.00 |

| PA | Budget Heading | Norway Grants | Total grant | Programme grant rate | Programme co-financing | Programme eligible expenditure | Grant advance payment |
|---|---|---|---|---|---|---|---|
| PM | Programme management | € 4,132,625.00 | € 4,132,625.00 | 85.00 % | € 729,286.76 | € 4,861,911.76 | € 826,525.00 |
| PA10 | Outcome 1 (Norway Grants) | € 8,380,106.00 | € 8,380,106.00 | 85.00 % | € 1,478,842.24 | € 9,858,948.24 | n/a |
| PA11 | Outcome 2 (Norway Grants) | € 25,140,319.00 | € 25,140,319.00 | 85.00 % | € 4,436,526.88 | € 29,576,845.88 | n/a |
| PA12 | Outcome 3 (Norway Grants) | € 22,346,950.00 | € 22,346,950.00 | 85.00 % | € 3,943,579.41 | € 26,290,529.41 | n/a |
| BF | Bilateral funds at programme level | € 650,000.00 | € 650,000.00 | n/a[2] | n/a[3] | € 650,000.00 | n/a |
| **Total** | | **€ 60,650,000.00** | **€ 60,650,000.00** | **85.00 %** | **€ 10,588,235.29** | **€ 71,238,235.29** | **€ 826,525.00** |

| Retention of management costs | |
|---|---|
| Retention of management costs - Percentage of the management costs | 10.00 % |
| Retention of management costs - Planned Euro value | € 486,191.18 |

[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

# Justice

## 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 will cover three programme areas, i.e., Domestic and Gender-Based Violence (PA10), Access to Justice (PA11) and Correctional Services (PA12) and will tackle systematic weaknesses and structural challenges in these areas through six predefined projects (PDPs) and five calls for proposals.

The programme objective "Prevention and combatting of domestic and gender-based violence in line with international and European human rights standards" shall be achieved through projects contributing to Outcome 1 *Improved coordination of policies and responses to domestic and gender-based violence*. Outcome 1 will be implemented through one call for proposals and one pre-defined project. Call 1 shall support local activities in the area of prevention of domestic and gender-based violence (DGBV) and PDP 1 shall support Comprehensive and Coordinated Policies against Domestic and Gender-Based Violence in Poland.

The programme objective "Increased access to an independent, accountable, and efficient justice system of high quality in line with international and European human rights standards" shall be achieved through projects contributing to Outcome 2 *Improved capacity of the justice system to deliver equal access, efficient, independent, and citizen-responsive justice.* Outcome 2 will be implemented through four calls for proposals and three pre-defined projects. Call 2 shall support scientific or research projects with the purpose of diagnosing the status quo or developing standards and recommendations including those for policy makers; in the area of the independence and accountability of the judiciary, as well as in the area of the improving access to justice. Call 3 shall support activities aiming to strengthening the resilience of the judiciary through improvements and changes to management practices, including soft management practices such as interpersonal communication within the court and between the court and its stakeholders, and including projects aiming to supporting the fostering and maintenance of judges' independence (Court resilience). Call 4 shall support activities aiming to build trust and foster collaboration between various institutions, clients, and stakeholders within the justice system, enhancing cooperation between courts and between courts and professional groups, including representatives of the legal profession. Call 5 shall support education and awareness raising activities. PDP 2 shall support equal access to justice through the development of free legal aid and mediation services; PDP 3 shall support activities to strengthen the competencies of court management staff and the professional development of the common judiciary staff and PDP 4 shall support activities to enhance the role of lay judges in the justice system and to develop reporting, communication and education policies in common court.

The programme objective "Improved correctional services in line with international and European human rights standards" shall be achieved through projects contributing to Outcome 3 *Enhanced prison and probation services that are secure, humane, gender-sensitive, and effective in*

*rehabilitation and social reintegration of offenders*. Outcome 3 will be implemented through two pre-defined projects. PDP 5 shall support a modern prison service - security, resocialization and change and PDP 6 shall focus on Innovation and Change in Probation Service.

The programme shall facilitate the involvement of Project promoters, the Council of Europe and the Directorate of Norwegian Correctional Service (KDI) in thematic workshops within the area of correctional services.

## 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 | € 5,358,948 | 100% | € 20,000 - € 400,000 | Q4 2026<br>Duration: minimum three months |
| **Outcome 2** | | | | |
| Call 2 | € 1,000,000 | 100% | € 10,000 - € 100,000 | Q2 2027<br>Duration: minimum three months |
| Call 3 | € 4,000,000 | 100% | € 50,000 - € 400,000 | Q1 2027<br>Duration: minimum three months |
| Call 4 | € 1,000,000 | 100% | € 10,000 - € 100,000 | Q3 2027<br>Duration: minimum three months |

| | | | | |
|---|---|---|---|---|
| Call 5 | € 2,000,000 | 100% | € 50,000 - € 400,000 | Q4 2026<br>Duration: minimum three months |

*2.2 Eligible applicants and project partners:*

| **Modality** | **Eligible applicants** | **Eligible partners** |
|---|---|---|
| Call 1 | Polish municipalities | Non-governmental organisations established as a legal person either in Poland or Norway.<br><br>Polish or Norwegian public entities working in the field of prevention of domestic and gender-based violence.<br><br>Polish municipalities or municipal unions (*"związki międzygminne"*) |
| Call 2 | Universities, scientific units (research institutes operating under the Research Institutes Act, scientific institutes of the Polish Academy of Sciences).<br><br>National School of Judiciary and Public Prosecution.<br><br>Courts.<br><br>Professional associations of legal professions.<br><br>Non-governmental organisations. | Universities, scientific units (research institutes operating under the Research Institutes Act, scientific institutes of the Polish Academy of Sciences).<br><br>National School of Judiciary and Public Prosecution.<br><br>Courts.<br><br>Professional associations of legal professions.<br><br>Non-governmental organisations. |
| Call 3 | Universities, scientific units (research institutes operating under the Research Institutes Act, scientific institutes of the Polish Academy of Sciences).<br><br>National School of Judiciary and Public Prosecution. | Universities, scientific units (research institutes operating under the Research Institutes Act, scientific institutes of the Polish Academy of Sciences).<br><br>National School of Judiciary and Public Prosecution.<br><br>Courts.<br><br>Professional associations of legal professions.<br><br>Non-governmental organisations. |

| | | |
|---|---|---|
| | Courts.<br><br>Professional associations of legal professions.<br><br>Non-governmental organisations. | |
| Call 4 | Courts.<br><br>Professional associations of legal professions.<br><br>Non-governmental organisations. | Non-governmental organisations.<br><br>Professional associations of legal professions.<br><br>Universities and scientific units (research institutes operating under the Research Institutes Act, scientific institutes of the Polish Academy of Sciences).<br><br>Courts.<br><br>National School of Judiciary and Public Prosecution. |
| Call 5 | Non-governmental organisations.<br><br>Professional associations of legal professions.<br><br>Universities, scientific units (research institutes operating under the Research Institutes Act, scientific institutes of the Polish Academy of Sciences).<br><br>Courts. | Non-governmental organisations.<br><br>Professional associations of legal professions.<br><br>Universities and scientific units (research institutes operating under the Research Institutes Act, scientific institutes of the Polish Academy of Sciences).<br><br>Courts.<br><br>National School of Judiciary and Public Prosecution. |

*2.3 Selection procedures:*

The Selection Committee shall be composed of eight Members: four representatives of the Programme Operator, one of the Council of Europe (IPO), two of the Donor Programme Partner with the relevant expertise in the programme area concerned and one other institution with competences in the relevant programme area, which shall be appointed by the Programme Operator.

## 3. Pre-defined projects

### 1) "Comprehensive and Coordinated Policies against Domestic and Gender-based Violence in Poland"

| | |
|---|---|
| Project Promoter: | Secretary of State in the Chancellery of the Prime Minister responsible for equal treatment and combatting domestic and gender-based violence (supported by the Department for Equal Treatment) |
| Donor project partner(s): | Norwegian Ministry of Justice and Public Security (NMOJ) |
| Other project partner(s): | Council of Europe (CoE FR) |
| Total maximum eligible costs: | € 4,500,000 |
| Project grant rate: | 100.00 % |
| Maximum project grant amount: | € 4,500,000 |
| Estimated duration: | 48 months |

The project aims to strengthen Poland's response to gender-based violence (GBV) by enhancing the implementation of the Istanbul Convention and ensuring that gender-sensitive and intersectional approaches are consistently applied across all relevant sectors. It seeks to reinforce institutional capacity, improve coordination mechanisms, and promote accountability in view of a comprehensive approach towards violence against women. Through improved systems, better data, professional training, international cooperation, and raising awareness, the project shall support the creation of a safer environment for women and girls and contribute to long-term prevention.

The Project promoter and the Council of Europe shall agree on the activities that the Council of Europe shall perform within the project.

The main activities shall be implemented through four different modules:

**MODULE 1: Aligning strategies: Strengthening the Coordination Mechanism(s) against GBV to address all forms of violence**

The main activities shall include:

1. Clear mandate, power and competences of a coordinating body and a gender-responsive justice chain:
   Defining and improving the mandate and tasks of the Monitoring Team; establishing an intersectoral working group; mapping ministry guidelines; proposing modifications; and institutionalizing coordination to ensure effective, comprehensive GBV prevention and response.
2. Analysis of existing strategies and programs related to gender-based violence:
   Mapping and reviewing national, regional, and local strategies and programs; identifying gaps; collecting good practices; and issuing recommendations to align policies with Council of Europe standards and better address the needs of marginalized groups.
3. Feedback and support to policymakers:
   Providing expert consultations to municipalities; conducting local analyses where needed; and supporting the development or updating of strategies to make them more effective, gender-sensitive, and evidence-based.

**MODULE 2: Improving the knowledge base: Research and data collection**

The main activities in shall include:

1. Comparing data collection methodology and population survey methodology with Norway.
2. Reviewing the data collected and give recommendations on what should be collected, based on academic expertise and experience.
3. Building the methodology of the survey, based on international experiences on collecting data, using best practices from the other countries and from GREVIO, international comparative system of data collection and Council of Europe expertise.
4. Implementation of a system for effective data collection and research for sharing a common knowledge base across sectors, tracking progress, and evaluating the impact of policies; body coordinating collecting data and research on GBV.

**MODULE 3: Capacity building: Training of trainers**

The main activities shall include:

1. Creating a certification system for trainers within the Integrated Qualification System.
2. Assess the knowledge and attitudes towards GBV of the trainers delivering training on preventing domestic violence.
3. Organising a training-of-trainers course for trainers specialized in preventing and combating domestic violence and gender-based violence.

**MODULE 4: SYNERGY Network Against Gender-based and Domestic Violence**
This component focuses on engaging Polish institutions in cross-border cooperation.

The main activities shall include:

1. Organize the flagship SYNERGY conference in Poland and coordinate the participation of polish representatives all annual conferences hosted by partner countries.
2. Coordinate the thematic SYNERGY working group on Coordinated Policies, including organising one study visit on the topic as well as producing a SYNERGY Report with recommendations on Coordinated Policies.
3. Participate in other study visit and in the co-creation of other strategic SYNERGY reports.
4. Contribute to SYNERGY's digital communications via Kilden.
5. Collaborate on capacity-building with the Council of Europe's Pathways to End Violence Against Women initiative.

**2) "Ensuring equal access to justice through the development of free legal aid and mediation services"**

| | |
|---|---|
| Project Promoter: | Ministry of Justice |
| Donor project partner(s): | Norwegian Courts Administration (NCA) |
| Other project partner(s): | Council of Europe (CoE FR) |
| Total maximum eligible costs: | € 9,719,507 |
| Project grant rate: | 100.00 % |
| Maximum project grant amount: | € 9,719,507 |

Estimated duration: 48 months

The project aims to improve equal access to justice by strengthening the system of free legal aid and significantly expanding the use of mediation as an effective alternative dispute resolution method. The project's main objective is to create an integrated, citizen-friendly system that increases legal awareness and ensures easy, remote and inclusive access to legal aid and mediation.

The Project promoter and the Council of Europe shall agree on the activities that the Council of Europe shall perform within the project.

The main activities shall include:

1. The development of a digital platform serving as a central access point to legal information, educational content and structured "legal procedure schemes" guiding citizens through common legal situations. An integral part of the platform will be a Communication Centre, offering remote legal consultations and supported by a dedicated hotline. The platform and tools will be designed according to accessibility standards to ensure usability for all target groups.
2. The promotion and implementation of mediation, both pre-trial and during ongoing court proceedings. Pre-trial mediation will be organised through professional centres selected via open procedure, while court mediation will be conducted by mediators employed directly in the courts. Mediation rooms will be equipped to ensure confidentiality, security and effective communication.
3. Training for free legal aid providers to ensure high quality of services.
4. An information campaign to raise awareness about free legal aid and mediation as accessible and effective forms of legal support and an alternative dispute resolution method.

**3) "Competent Staff – Efficient Justice System"**

| | |
|---|---|
| Project Promoter: | Court of appeal in Wrocław |
| Donor project partner(s): | Norwegian Courts Administration (NCA) |
| Other project partner(s): | Court of appeal in Kraków (PL)<br>Court of appeal in Łódź (PL)<br>National School of Judiciary and Public Prosecution (PL) |
| Total maximum eligible costs: | € 6,918,253 |
| Project grant rate: | 100.00 % |
| Maximum project grant amount: | € 6,918,253 |
| Estimated duration: | 48 months |

The project aims to introduce coherent competence and remuneration management, uniform training and onboarding standards for court employees, supported by the implementation of modern software solutions. It will support a culture of continuous learning, equality, and transparency, preparing employees for participation in the judiciary's digital transformation. Through three modules, the project strengthens staff professionalism, enhances managerial and administrative competencies, and increases the efficiency and credibility of the justice system in Poland.

The main activities shall be implemented through three different modules and shall include:

1. **Module 1 – Building the foundations: competence profiles and career system**
   Development of consistent HR standards across the judiciary, including organisational analysis, competence profiles for all professional groups, transparent career paths, job and salary grids, and an employee evaluation methodology.
2. **Module 2 – Development and adaptation: training and onboarding**
   Strengthening managerial and administrative capacity through structured onboarding programmes for new employees and managers, a training system linked to competence profiles, and a "train the trainers" model supporting HR departments, internal trainers, and staff in functional roles.
3. **Module 3 – Technology and integration: digital HR tools**
   Introduction of IT tools integrated with the Integrated Accounting and Human Resources System (ZSRK) to ensure consistent and scalable HR processes, including a Learning Management System (LMS) platform, competence gap analysis tool, competence profile management system, and employee evaluation module used by HR departments, management staff, and all court employees.

**4) "Courts closer to people"**

| | |
|---|---|
| Project Promoter: | Minister's Office in the Ministry of Justice |
| Donor project partner(s): | Norwegian Courts Administration (NCA) |
| Other project partner(s): | Council of Europe (CoE FR)<br>National School of Judiciary and Public Prosecution (PL) |
| Total maximum eligible costs: | € 4,939,085 |
| Project grant rate: | 100.00 % |
| Maximum project grant amount: | € 4,939,085 |
| Estimated duration: | 48 months |

The project responds to key challenges in the functioning of the justice system in Poland, focusing on its relationship with society and the role of citizens in the adjudication process. The project aims to strengthen the role of lay judges, improve court–citizen communication, increase transparency, and enhance the pro citizen approach through reporting, educational activities and improvements to court facilities.

The Project promoter and the Council of Europe shall agree on the activities that the Council of Europe shall perform within the project.

The main activities shall include:

1. Conducting comparative research in selected European countries on three key areas: selection methods and requirements for lay judges, training systems for lay judges and good promotional practices related to the participation of citizens in the administration of justice. Based on the results of the analysis, a lay judge competence profile will be developed to guide all subsequent activities.
2. Preparing a Code of Ethics containing recommended ethical principles to support lay judges in their judicial role, daily work and professional development.

3. Developing a comprehensive, practical and interactive training programme for lay judges based on the competence profile, covering legal topics, the rule of law, the role of the judiciary, interpersonal communication, judicial ethics and conflict resolution.
4. Implementing a public information campaign on the role and importance of lay judges and the rules for candidate, in preparation of the 2027 lay judge election.
5. Developing and implementing a court–citizen communication policy model to improve transparency, availability of information and the relationship between courts and society.
6. Identifying the most common challenges for users of the justice system, especially in court facilities, based on the results of satisfaction survey.
7. Creating a database of educational materials and conducting training in legal education, communication, reporting and plain language for judges and officials.
8. Organising educational events for the public to familiarise participants with the justice system and spread the knowledge of civic rights and duties.

**5) "Modern Prison Service – Security, Resocialisation, and Change"**

| | |
|---|---|
| Project Promoter: | Central Board of Prison Service |
| Donor project partner(s): | Directorate of Norwegian Correctional Service (KDI)<br>The University College of the Norwegian Correctional Service (KRUS) |
| Total maximum eligible costs: | € 21,444,017 |
| Project grant rate: | 100.00 % |
| Maximum project grant amount: | € 21,444,017 |
| Estimated duration: | 60 months |

The project addresses the most significant contemporary challenges for the Polish prison system, stemming from the constantly changing profile of the inmate population. These challenges include rising levels of aggression, addiction, inmate debt, and the negative psychological consequences of prolonged isolation.
The project aims to strengthen management capacity, expand training infrastructure, and develop inclusive, effective rehabilitation programmes for all inmates, with particular attention to the needs of women, and fully aligned with international human rights standards.

The main activities shall be implemented through three different modules and shall include:

1. **Module 1 – Strengthening and professionalising the professional competences of officers**
    - Modification and development of the national training system to implement dynamic security principles and adapt the Polish training system for Prison Service officers to modern European standards.
    - Modernisation of training infrastructure, including the construction of a new training centre in Kule.
    - Preparation of the necessary design documentation, including obtaining all required permits related to the construction of a new training centre building in Kule, carrying out preparatory works on site, as well as investor supervision and author’s

supervision.

2. **Module 2 – Modern restorative interactions with inmates**
    - Development of a systemic approach to resocialisation through pilot rehabilitation programmes; tailored to the needs of specific groups, and specialised trainings.
    - Further development of the functionality of Halfway Houses, excluding any construction works, by preparing a publication on cooperation between the Prison Service and Probation in halfway houses, conducting an evaluation study of the functioning of halfway houses and developing recommendations for legislative changes.
    - Development of the PSORR PL diagnostic tool to better identify criminogenic factors and support individualised rehabilitation.

3. **Module 3 – Reintegration Centre for convicted women in Lubliniec**
    - Construction/ extension of a building at the Lubliniec Prison Unit to host a Reintegration Centre for Convicted Women.
    - Development of a modern model for resocialisation activities for women.

**6) "Innovation and Change in Probation Service"**

| | |
|---|---|
| Project Promoter: | Ministry of Justice - Department of Enforcement of Judgements and Probation |
| Donor project partner(s): | Directorate of Norwegian Correctional Service (KDI) |
| Total maximum eligible costs: | € 4,846,512 |
| Project grant rate: | 100.00 % |
| Maximum project grant amount: | € 4,846,512 |
| Estimated duration: | 60 months |

The project aims to develop an integrated model of professional and specialist training for probation officers, introduce IT tools to reduce administrative burden and support risk assessment, and create standards and work models within the post penitentiary assistance centres. A pilot Re-entry Centre will be established to test these solutions in practice. Moreover, the project seeks to strengthen the probation service, enhance the quality of post-conviction support, reduce staff overload and burnout, and improve social reintegration outcomes for supervised individuals.

The main activities shall be implemented through three different modules and shall include:

1. **Module 1 – Supporting the process of social readaptation by strengthening specialist competences**
   Development of a modern, integrated model of professional and specialist training for probation officers. Training for management staff will also be developed in partnership with a Polish university.

2. **Module 2 – IT tools for the probation system**
   Designing electronic versions of interview forms for adults and minors to facilitate data collection and processing and creating a risk assessment tool for demoralisation.
3. **Module 3 – Development of standards and work models for readaptation centres**
   Comprehensive assessment of post penitentiary assistance services, creation of a new model of support, establishment of a pilot Re-entry Centre, and development of minimum standards for assistance and the role of probation officers.

## 4. Bilateral relations

The responsibilities for the Donor Programme Partners in the programme shall be divided as follows:

- The Norwegian Ministry of Justice and Public Security (NMOJ) shall act as the Donor Programme Partner (DPP) for the programme area Domestic and Gender-Based Violence (PA10).
- The Norwegian Courts Administration (NCA) shall act as the Donor Programme Partner (DPP) for the programme area Access to Justice (PA11).
- The Directorate of the Norwegian Correctional Service (KDI) shall as the Donor Programme Partner (DPP) for the programme area Correctional Services (PA12).

The bilateral funds made available for the programme shall be distributed in approximately equal parts between all three programme areas.

The Cooperation Committee has been established on 9 December 2025 and consists of representative(s) of the Programme Operator, each Donor Programme Partner and the Council of Europe.

## 5. Programme management and financial parameters

### *5.1 Special rules on eligibility of costs:*

Programme management costs shall take the form of eligible expenditure actually incurred.

### *5.2 Programme administrative structures:*

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.