Norwegian Financial Mechanism 2021-2028

PROGRAMME AGREEMENT

between

The Norwegian Ministry of Foreign Affairs

and

The Estonian State Shared Service Centre (SSSC),
hereinafter referred to as the "National Focal Point",

representing Estonia,
hereinafter referred to as the "Beneficiary State"

together hereinafter referred to as the "Parties"

for the financing of the Programme "Green ICT"
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
Signed in ..... on .....

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For the National Focal Point
Signed in ..... on .....

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Annex I to the Programme Agreement

Roles	
Programme Operator:	Ministry of Economic Affairs and Communications
Donor Programme Partner:	Innovation Norway (IN)
IPO:	-
Other Programme Partner(s):	-

Indicator	Disaggregation	Unit of measurement	Data source	Baseline	Planned Target[1]
PA02 objective: Green value creation and competitiveness.					
Outcome 1: Increased competitiveness and green innovation of enterprises					
Number of businesses that increased their revenue from new or improved products, services or production processes		Cumulative number	Project promoter records	0	20
Estimated revenue generated from new or improved products, services or production processes (EUR)		Cumulative number	Project promoter records	0	2,000,000
Number of new or improved products or services ready for the market		Cumulative number	Project promoter records	0	20
Number of businesses with new or improved products ready for the market		Cumulative number	Project promoter records	0	20
Number of jobs created or sustained	Gender	Cumulative number	Project promoter records	0	50
Estimated amount of Greenhouse Gas emissions avoided (tonnes CO2eq)		Cumulative number	Project promoter records	0	15,000
Output 1.1: Businesses are more innovative and efficient					
Number of businesses supported to prepare for the main Green Innovation call		Cumulative number	Project promoter records	0	30
Number of businesses that applied digital technologies		Cumulative number	Project promoter records	0	20
Number of innovative products, services, or technologies developed or improved		Cumulative number	Project promoter records	0	20
Number of registered applications for Intellectual Property Protection		Cumulative number	Project promoter records	0	2

[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 new or renewed certifications or accreditations obtained by businesses		Cumulative number	Project promoter records	0	10
Number of businesses that received an award for innovation		Cumulative number	Project promoter records	0	3
Output 1.2: Businesses are greener and more circular					
Number of businesses that reduced their Greenhouse Gas emissions		Cumulative number	Project promoter records	0	10
Number of businesses that developed products, services or technologies that help users to recycle, reuse, or reduce waste		Cumulative number	Project promoter records	0	10
Bilateral Outcome: Enhanced collaboration between beneficiary and donor state entities involved in the programme					
Level of relevance of the partnership		Scale 1-5	FMO survey	N/A	4
Level of effectiveness of the partnership		Scale 1-5	FMO survey	N/A	4
Level of efficiency of the partnership		Scale 1-5	FMO survey	N/A	4
Level of added value of the partnership		Scale 1-5	FMO survey	N/A	4
Level of sustainability of the partnership		Scale 1-5	FMO survey	N/A	4
Level of involvement of the project partner in the project		Scale 1-5	FMO survey	N/A	4
Level of trust between partners		Scale 1-5	FMO survey	N/A	4
Level of overall satisfaction with the partnership		Scale 1-5	FMO survey	N/A	4

Conditions

General

Not applicable

Pre-eligibility

Not applicable

Pre-payment

Not applicable

Pre-completion

Not applicable

Post-completion

Not applicable

Eligibility of costs - period	**First date**	**Final date**
Eligibility of costs	28/05/2025	30/04/2032
Grant rate and co-financing		
Programme eligible expenditure (€)		€ 15,625,411.76
Programme grant rate (%)		85.00 %
Maximum amount of Programme grant - EEA Financial Mechanism (€)		-
Maximum amount of Programme grant - Norwegian Financial Mechanism (€)		€ 13,296,000.00
Maximum amount of Programme grant - Total (€)		€ 13,296,000.00

PA	Budget Heading	Norway Grants	Total grant	Programme grant rate	Programme co-financing	Programme eligible expenditure	Grant advance payment
PM	Programme management	€ 805,375.00	€ 805,375.00	85.00 %	€ 142,125.00	€ 947,500.00	€ 0.00
PA02	Outcome 1 (Norway Grants)	€ 12,394,625.00	€ 12,394,625.00	85.00 %	€ 2,187,286.76	€ 14,581,911.76	€ 0.00
BF	Bilateral funds at programme level	€ 96,000.00	€ 96,000.00	n/a[2]	n/a[3]	€ 96,000.00	€ 0.00
Total		**€ 13,296,000.00**	**€ 13,296,000.00**	**85.00 %**	**€ 2,329,411.76**	**€ 15,625,411.76**	**€ 0.00**

Retention of management costs	
Retention of management costs - Percentage of the management costs	10.00 %
Retention of management costs - Planned Euro value	€ 94,750.00

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

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

Green ICT

Operational rules (Annex II)

1. Programme summary

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

The Programme Operator is the Ministry of Economic Affairs and Communications of Estonia. Certain tasks of the Programme Operator may be delegated to the Estonian Business and Innovation Agency, however this does not in any way reduce or restrict the responsibility of the Programme Operator. Innovation Norway shall act as Donor Programme Partner.

The objective of the "Green ICT programme" is green value creation and competitiveness in Estonia's private sector within the area of green business and innovation.

The programme will focus on creating a climate-resilient economy based on a low-carbon, circular economy model.

Call 1.1 will support preparatory activities for Call 1.2 such as partner search, feasibility studies, market analysis, intellectual property assessment, and identification of cybersecurity requirements.

Call 1.2 will provide support within the following five areas: biomass biorefining, secondary raw materials and waste, food innovation, embedded systems and chip technologies, and hydrogen technologies and smart energy solutions.

The war in Ukraine has influenced programme design, highlighting the need to strengthen cybersecurity and resilience of digital infrastructure. This is part of the funds under Call 1.2.

It is an aim of the programme to award 50% of the budget of Call 1.1 to female entrepreneurs and 50% of the funds for bilateral relations to initiatives that benefit female entrepreneurs. Micro, small, and medium-sized enterprises (SMEs) and start-ups legally established in Estonia, with majority female ownership and management are considered as female entrepreneurs in the programme.

The Green ICT programme aims to strengthen the long-standing partnership between Estonia and Norway by facilitating joint business initiatives, knowledge exchange, and technology transfer. The programme will support matchmaking events, study visits, seminars, and other activities that connect Estonian and Norwegian stakeholders. Innovation Norway will play an active role in all stages of the programme, from partner search and advisory support to participation in the Cooperation Committee and Selection Committee.

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 and/or project partner.

Modality	**Available amount (€)**	**Project grant rate (%)**	**Minimum and maximum project grant amount (€)**	**Indicative launch date and duration of call**
Outcome 1				
Call 1.1	€ 1,000,000	Max 50%	Max € 50,000	Indicative launch: Q3 2026 Duration: minimum 3 months
Call 1.2	€ 13,581,912	Max 50%	Min € 150,000 – Max € 800,000	Indicative launch: Q1 2027 Duration: minimum 3 months

To increase the awareness and participation of female entrepreneurs under Call 1.1, the Programme Operator shall during the promotion of the call specifically address female entrepreneurs through targeted awareness-raising activities, ensuring that female entrepreneurs are well informed and encouraged to apply for funding under the programme.

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

2.2 Eligible applicants and project partners:

Modality	**Eligible applicants**	**Eligible partners**
Call 1.1	Small and medium-sized enterprises[4] and large enterprises with less than 25% public ownership.	Any public or private entity, commercial or non-commercial, as well as non-governmental organisations, established as a legal person either in Norway or Estonia.
Call 1.2	Small and medium-sized enterprises and large enterprises with less than 25% public ownership.	Any public or private entity, commercial or non-commercial, as well as non-governmental organisations, established as a legal person either in Norway or Estonia.

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

2.3 Selection procedures:

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

A minimum of 60% of the total eligible expenditure of the programme shall be allocated to small and medium-sized enterprises.

The Programme Operator shall design the selection criteria for Call 1.1 in such a way that every effort is taken to reach the aim that 50% of the budget of the call is allocated to female entrepreneurs.

3. Pre-defined projects

Not applicable

4. Bilateral relations

The programme shall contribute to strengthening bilateral relations between Estonia and Norway through a variety of activities such as, *inter alia*, study visits, joint seminars and expert visits/consultations.

The use of the funds for bilateral relations allocated to the programme shall be agreed by the Cooperation Committee. The Cooperation Committee shall consist of representatives of the Programme Operator and the Donor Programme Partner.

The Programme Operator and the Donor Programme Partner shall agree on the rules and procedures applicable to the Cooperation Committee.

It is the aim of the Programme Operator and the Donor Programme Partner that 50% of the funds for bilateral relations are allocated to activities that benefit female entrepreneurs.

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, except for indirect costs, for which a flat rate of 15% of eligible direct staff costs shall apply, in accordance with Article 8.5.1 (b) of the Regulation.

5.2 Programme administrative structures:

The programme is operated by the Estonian Ministry of Economic Affairs and Communications. The Estonian Business and Innovation Agency will act as the implementing agency and take on tasks related to project selection, including organising the open calls, making final funding decisions and signing project contracts, and tasks related to verification of payments, payments to project promoters, monitoring of projects and preparing the interim financial reports to be submitted to the Certifying Authority by the Programme Operator. The organisational structure of the Programme Operator shall ensure independence and functional separation of the division responsible for verification of incurred expenditure and approval of payments from other divisions responsible for the implementation of the programme.

6. Miscellaneous

Not applicable.