Norwegian Financial Mechanism 2021-2028

# PROGRAMME AGREEMENT

between

The Norwegian Ministry of Foreign Affairs

and

The Ministry of Investments, Regional Development and Informatization of the Slovak Republic,

hereinafter referred to as the "National Focal Point",

representing Slovakia,

hereinafter referred to as the "Beneficiary State"

together hereinafter referred to as the "Parties"

for the financing of the Programme "Green Transition"

hereinafter referred to as the "Programme"

Table of Contents

Chapter 1 Scope, legal framework, and definitions ....3
Article 1.1 Scope ....3
Article 1.2 Legal Framework ....3
Article 1.3 Definitions ....3
Article 1.4 Annexes and hierarchy of documents ....3
Chapter 2 The Programme ....3
Article 2.1 Co-operation ....3
Article 2.2 Main responsibilities of the Parties ....3
Article 2.3 Objective(s) of the Programme ....4
Article 2.4 Programme grant ....4
Article 2.5 Special conditions and programme specific rules ....4
Article 2.6 Reporting ....4
Article 2.7 Monitoring and audits ....4
Article 2.8 Modification of the Programme ....4
Article 2.9 Communication ....5
Article 2.10 Contact information ....5
Article 2.11 Representations and warranties ....5
Chapter 3 Projects ....5
Article 3.1 Selection of projects and award of grants ....5
Article 3.2 Project contract ....5
Article 3.3 Project partners and partnership agreements ....5
Chapter 4 Finance ....6
Article 4.1 Eligible expenditures ....6
Article 4.2 Proof of expenditure ....6
Article 4.3 Proof of conditions fulfilled for simplified cost options ....6
Article 4.4 Payments ....6
Article 4.5 Transparency and availability of documents ....6
Article 4.6 Irregularities, suspension and reimbursements ....6
Chapter 5 Final provisions ....6
Article 5.1 Dispute settlement ....6
Article 5.2 Termination ....7
Article 5.3 Waiver of responsibility ....7
Article 5.4 Entry into force and duration 7

## 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.

**********

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 Investments, Regional Development and Informatization of the Slovak Republic |
| Donor Programme Partner: | Norwegian Water Resources and Energy Directorate (NVE) |
| IPO: | Organisation for Economic Co-operation and Development (OECD) |
| Other Programme Partner(s): | - |

| Indicator | Disaggregation | Unit of measurement | Data source | Baseline | Planned Target[1] |
|---|---|---|---|---|---|
| **PA01 objective: Acceleration of the green transition towards a more sustainable society.** | | | | | |
| **Outcome 1: Enhanced institutional capacity and practice for the green transition** | | | | | |
| Number of pilot models developed and implemented that are replicable, cost-effective and scalable | | Cumulative number | Project promoter records | 0 | 5 |
| Number of public institutions that applied evidence-based climate-resilience practices in their operations | | Cumulative number | Project promoter records | 0 | 5 |
| Number of public institutions that streamlined green public procurement in their procedures | | Cumulative number | Project promoter records | 0 | 5 |
| **Output 1.1: Public institutions have developed adaptation and resilience plans, guidelines and datasets** | | | | | |
| Number of Adaptation and Resilience plans developed by public institutions | | Cumulative number | Project promoter records | 0 | 5 |
| Number of new or improved guidelines, methodological tools or standardised procedures developed | | Cumulative number | Project promoter records | 0 | 8 |
| Number of new or updated hydrological models developed | | Cumulative number | Project promoter records | 0 | 3 |
| **Output 1.2: Strengthened skills and capacities for the green transition** | | | | | |
| Number of strengthened partnerships between public institutions, academia and research institutions | | Cumulative number | Project promoter records | 0 | 5 |
| Number of educational activities carried out on climate adaptation | | Cumulative number | Project promoter records | 0 | 25 |
| New climate educational programme developed | | Binary | Project promoter records | No | Yes |
| Number of schools that integrated project-based climate education in their lessons | | Cumulative number | Project promoter records | 0 | 20 |

[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.

| | | | | | |
|---|---|---|---|---|---|
| Centre of Excellence for Climate Education established | | Binary | Project promoter records | No | Yes |
| Number of professionals trained | Gender | Cumulative number | Project promoter records | 0 | 400 |
| Number of public institutions that disseminated adaptation results to the public | | Cumulative number | Project promoter records | 0 | 25 |
| **Output 1.3: Nature-based and energy transition solutions applied to public buildings** | | | | | |
| Number of innovative nature-based solutions applied | | Cumulative number | Project promoter records | 0 | 30 |
| Number of renewable-energy solutions installed | | Cumulative number | Project promoter records | 0 | 15 |
| Number of public buildings that applied nature-based and clean energy solutions | | Cumulative number | Project promoter records | 0 | 15 |
| Amount of renewable energy capacity installed (MW) | | Cumulative number | Project promoter records | 0 | 0.6 |
| **PA09 objective: Improved disaster resilience.** | | | | | |
| **Outcome 2: Strengthened Civil Protection and Disaster Prevention and Preparedness in Slovakia** | | | | | |
| Number of officers that self-report they are substantially better equipped to respond to disasters and emergencies | | Cumulative number | Project promoter records | 0 | 200 |
| Number of municipalities with improved crisis management capacities | | Cumulative number | Project promoter records | 0 | 700 |
| **Output 2.1: National chemical, biological, radiological, and nuclear (CBRN) preparedness strengthened** | | | | | |
| National chemical, biological, radiological, and nuclear (CBRN) security strategy developed | | Binary | Project promoter records | No | Yes |
| Police action plan and standard operating procedures developed and field tested | | Binary | Project promoter records | No | Yes |
| Number of members of the Police Force and crisis management professionals trained | Gender | Cumulative number | Project promoter records | 0 | 150 |
| **Output 2.2: Improved local-level civil protection and emergency preparedness** | | | | | |
| Number of municipal staff and local crisis managers trained | Gender | Cumulative number | Project promoter records | 0 | 700 |
| Practical crisis manual developed for mayors and municipal crisis managers | | Binary | Project promoter records | No | Yes |
| Number of civil protection simulation exercises carried out | | Cumulative number | Project promoter records | 0 | 3 |
| Number of education and awareness campaigns carried out | | Cumulative number | Project promoter records | 0 | 2 |
| Number of people that engaged in the education and awareness campaign | | Cumulative number | Project promoter records | 0 | 1,000 |
| **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 efficiency 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 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 donor project partner in project activities | | Scale 1-5 | FMO survey | N/A | 4 |
| Level of trust between partners | | Scale 1-5 | FMO survey | N/A | 4 |
| Level of overall satisfaction with the partnership | | Scale 1-5 | FMO survey | N/A | 4 |

**Conditions**

General

1. The maximum level of funding for investment in infrastructure and equipment (hard measures) under the Programme Area Disaster prevention and preparedness is set at 50% of the total eligible expenditure for Outcome 2.

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

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

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

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

Pre-eligibility

2. No costs shall be eligible under the pre-defined projects before all requested information on the budget for the respective pre-defined projects has been submitted by the Programme Operator and the NMFA has confirmed the grant to the project as described in Annex II to this Programme Agreement and, for PDP 3, the partners to the project.

3. No costs shall be eligible under the pre-defined projects 3 "*Evaluation of changes in hydrological variables in the context of climate change*" and 4 "*Triglav: Strengthen the fight against CBRN threats*", before the Programme Operator has consulted and agreed with the partners from the Donor States on their foreseen activities and allocation from the budgets of the pre-defined projects and the NMFA has confirmed the grant to the project(s) as described in Annex II to this Programme Agreement.

Pre-payment

Not applicable

Pre-completion

Not applicable

Post-completion

Not applicable

| **Eligibility of costs - period** | **First date** | **Final date** |
|---|---|---|
| Eligibility of costs | 06/06/2025 | 30/04/2032 |

| **Grant rate and co-financing** | |
|---|---|
| Programme eligible expenditure (€) | € 31,711,764.71 |
| Programme grant rate (%) | 85.00 % |
| Maximum amount of Programme grant - EEA Financial Mechanism (€) | - |
| Maximum amount of Programme grant - Norwegian Financial Mechanism (€) | € 27,000,000.00 |
| Maximum amount of Programme grant - Total (€) | € 27,000,000.00 |

| PA | Budget Heading | Norway Grants | Total grant | Programme grant rate | Programme co-financing | Programme eligible expenditure | Grant advance payment |
|---|---|---|---|---|---|---|---|
| PM | Programme management | € 1,869,000.00 | € 1,869,000.00 | 85.00 % | € 329,823.53 | € 2,198,823.53 | € 219,882.35 |
| PA01 | Outcome 1 (Norway Grants) | € 19,731,000.00 | € 19,731,000.00 | 85.00 % | € 3,481,941.18 | € 23,212,941.18 | € 1,876,470.60 |
| PA09 | Outcome 2 (Norway Grants) | € 5,100,000.00 | € 5,100,000.00 | 85.00 % | € 900,000.00 | € 6,000,000.00 | € 1,020,000.00 |
| BF | Bilateral funds at programme level | € 300,000.00 | € 300,000.00 | n/a[2] | n/a[3] | € 300,000.00 | € 0.00 |
| **Total** | | **€ 27,000,000.00** | **€ 27,000,000.00** | **85.00 %** | **€ 4,711,764.71** | **€ 31,711,764.71** | **€ 3,116,352.95** |

| Retention of management costs | |
|---|---|
| Retention of management costs - Percentage of the management costs | 10.00 % |
| Retention of management costs - Planned Euro value | € 219,882.35 |

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

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

# Green Transition

# Operational rules (Annex II)

## 1. Programme summary

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

The Green transition programme in Slovakia contributes to two programme areas: Green Transition and Disaster Prevention and Preparedness. The programme will be implemented through two outcomes, outcome 1: *Enhanced institutional capacity and practice for the green transition* and Outcome 2: *Strengthened Civil Protection and Disaster Prevention and Preparedness in Slovakia*.

Outcome 1 will be implemented through two calls and three PDPs. Call 1 *Integrated Green Transition Models in Urban Public Institutions* will contribute to strengthening local adaptation planning, integrated Nature-Based and energy transition solutions for climate-resilient public buildings as well as green governance. Call 2 *Green and Blue Schools – Project-Based Climate Education* will contribute to strengthening climate and environmental education in Slovak secondary schools and support practical adaptation and mitigation measures with a mandatory focus on nature-based solutions. PDP 1 *Educational Centre Dropie* will establish a Centre of Excellence for Climate Education, combining innovative teaching methods with demonstration of nature-based and renewable energy solutions. PDP 2 *Governing towards sustainable public procurement* will contribute to strengthening green governance and sustainable green public procurement practices in Slovakia. PDP 3 *Evaluation of changes in hydrological variables in the context of climate change* will contribute to strengthen national hydrological capacities for improved climate adaptation and water management planning.

Outcome 2 will be implemented through two PDPs. PDP 4, *Triglav: Strengthen the Fight against CBRN Threats* will contribute to strengthening national resilience and operational readiness through the development of a National CBRN Security Strategy and an operational and training framework for CBRN prevention, preparedness and response. PDP 5 *Disaster prevention and civil protection at local level* will contribute to strengthening preparedness at the municipal level which includes training and development of crisis manuals for municipalities, mayors and crisis managers.

## 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 the project partners.

| Modality | Available amount (€) | Project grant rate (%) | Minimum and maximum project grant amount (€) | Indicative launch date and duration of call |
|---|---|---|---|---|
| **Outcome 1** | | | | |
| Call 1 | € 11,830,589 | 100% | € 1,500,000 - € 2,500,000 | Q4 2026<br>Duration: minimum three months |
| Call 2 | € 2,000,000 | 100% | € 50,000 - € 100,000 | Q1 2027<br>Duration: minimum three months |

Specifics for both calls:

- Partnerships with entities from Norway shall be encouraged.
- Gender mainstreaming will be a mandatory requirement. Applicants shall be required to describe in their project proposals how gender equality will be integrated in their project through project design, implementation and participation.
- Projects addressing challenges arising from the invasion of Ukraine shall be granted additional points.

Call 1 specifics:
All projects supported under Call 1 shall include:

- An educational or awareness-raising component, linking implemented measures with learning, research, or community engagement.
- Streamlining green public procurement principles into the relevant internal policies.
- The preparation and application of an Adaptation and Resilience Plan, using hydrological and environmental data, risk maps and vulnerability assessments.
- The implementation of at least two nature-based adaptation measures and at least one renewable energy or energy-resilience measure on the building or within its premises, enhancing its climate resilience and supporting the energy transition.
- Using sensors or IoT tools, enabling observation, data collection and dissemination of results.

Priority shall be given to public entities managing multiple public buildings in urban areas, such as higher education institutions, research institutions, self-governing regions, municipalities and other public institutions with significant educational, societal or territorial impact.
Priority shall be given to cities or districts facing higher exposure to climate risks such as heatwaves, pluvial flooding or drought, through the award of additional points.[4]

Call 2 specifics:
All projects supported under Call 2 shall include:

- The active participation of students and teachers in project design, implementation and monitoring.
- Application of at least one nature-based solution on the school grounds or buildings.
- Develop and provide a plan detailing how the knowledge, results and data generated through the implemented measures will be integrated into long-term teaching and learning activities.
- Awareness or outreach activities targeting parents, municipalities and the local community.

Priority shall be given to schools located in cities or districts facing higher exposure to climate risks such as heatwaves, pluvial flooding or drought. In addition, schools located in priority districts[5] shall be given priority. Priority shall be given through the award of additional points.

*2.2 Eligible applicants and project partners:*

| Call | Eligible applicants | Eligible partners |
|---|---|---|
| **1** | Public entities established as a legal person in Slovakia | As per Article 7.2.2 of the Regulation |
| **2** | Secondary schools, established as a legal person in Slovakia.[6]<br>Founding bodies of secondary schools, established as a legal person in Slovakia. | As per Article 7.2.2 of the Regulation |

*2.3 Selection procedures:*

Each project application shall be assessed by at least three impartial experts, independent of the Programme Operator. The experts shall be nominated by respectively the Programme Operator, the Donor Programme Partner and the Slovak Ministry of Environment. Where any of these entities does not exercise its right to nominate one of the experts, that expert shall be nominated by the Programme Operator. All experts shall be appointed by the Programme Operator.

[4] For the purpose of the calls, the identification of "cities or districts facing higher exposure to climate risks" shall be based on analytical and evidence-based sources, in particular studies prepared by the Institute of Environmental Policy (IEP) in cooperation with the OECD, using objective indicators (including exposure and vulnerability to heatwaves, flooding and drought) to identify the areas with a higher climate risk exposure.

[5] "Priority districts" shall be understood as districts designated in accordance with Act No. 271/2025 Coll. on the Support of Priority Districts and the generally binding legal regulation issued by the Ministry of Investments, Regional Development and Informatization of the Slovak Republic, which keeps and publishes the list of priority districts.

[6] Secondary schools included in the register of schools and school facilities maintained under Act No. 321/2025 Coll. on School Administration.

All Selection Committees shall include 5 voting members. The members shall be representatives of the following entities: the Programme Operator, the Norwegian Water Resources and Energy Directorate (NVE), the Slovak Ministry of Environment, a member nominated by representatives of civil society and one additional member appointed by the Programme Operator.

The Selection Committees shall reach it conclusions through majority votes where no consensus can be reached. The rules and procedure of the Selection Committees shall be included in the call for proposals.

## 3. Pre-defined projects

### 1) "Educational centre Dropie"

| | |
|---|---|
| Project Promoter: | Slovak Environment Agency |
| Donor project partner(s): | Norwegian University of Life Sciences (NMBU) |
| Total maximum eligible costs: | € 4,000,000 |
| Project grant rate: | 100.00 % |
| Maximum project grant amount: | € 4,000,000 |
| Estimated duration: | 58 months |

The project aims to address insufficient capacity for climate education in Slovakia by expanding the Slovak Environmental Agency's (SEA) Dropie programs to include innovative, inclusive, and multilingual opportunities for educators, future teachers, students, pupils and disadvantaged groups. At the same time, it shall establish a Centre of Excellence for Climate Education, combining innovative teaching methods with demonstration of nature-based and renewable energy solutions. Through these activities, SEA will strengthen its role as a national competence centre for climate education and contribute to the implementation of the sectoral Strategy for Environmental Education and Awareness (EVVO) and Envirostrategy 2030, specifically the national goal to improve environmental awareness and climate literacy.

Key activities shall include:

1. **Development, piloting and evaluation of new training programmes** for teachers, university students, pupils and general public in cooperation with NMBU, focused on experiential and project-based learning methods.
2. **Educational Centre Dropie**: Construction of a new residential environmental education centre for 60 participants designed as a "building that teaches about climate", integrating adaptation and mitigation measures.
3. **Demonstration of nature-based and renewable energy solutions** including green roofs, rainwater retention, shading systems, photovoltaic panels, heat pumps and battery storage used both as functional infrastructure and as teaching tools.
4. **Information activities**: Awareness-raising on the Green Transition programme area objective and the goals of the Educational Centre Dropie project through three conferences, a promotional video about the Dropie Environmental Education Facility, printed leaflets, and small promotional materials.

**2) "Governing towards sustainable public procurement"**

| | |
|---|---|
| Project Promoter: | Public Procurement Office (PPO) |
| Other project partner(s): | Organisation for Economic Cooperation and Development (OECD) |
| Total maximum eligible costs: | € 1,882,353 |
| Project grant rate: | 100.00 % |
| Maximum project grant amount: | € 1,882,353 |
| Estimated duration: | 54 months |

The project aims to strengthen green governance by transforming public procurement into a strategic tool that supports the green transition and circular economy in Slovakia. By strengthening sustainable public procurement, improving methodological tools, addressing legal uncertainties and enhancing coordination, the project seeks to increase the practical application of environmental aspects in procurement. Through cooperation with the OECD, the project will support the development of minimum sustainability standards, improve contract management, promote innovation and help contracting authorities systematically integrate sustainability into procurement processes.

The project will address these challenges through a combination of analytical, methodological and capacity-building activities, including:

1. **Establishment of multi-stakeholder working groups** for selected product categories and construction works, involving ministries, municipalities, professional chambers and private sector representatives.
2. **Development of standardised sustainability criteria, model tender documents and contract management tools**, harmonised with EU legislation and best European practice.
3. **Pilot testing of selected tools** in real tenders to verify feasibility and identify regulatory or technical barriers.
4. **Creation of a national online platform** to enable networking, data sharing and exchange of good practice among contracting authorities – serving as a permanent community of practice and resource hub beyond the project's lifetime.
5. **Trainings, workshops and conferences** to build institutional skills in applying green criteria, managing contracts and integrating sustainability into decision-making processes.

**3) "Evaluation of changes in hydrological variables in the context of climate change"**

| | |
|---|---|
| Project Promoter: | Slovak Water Management Enterprise |
| Other project partner(s): | Slovak Hydrometeorological Institute (SHMÚ)<br>City of Komárno, other municipalities and cities or non-profit organizations depending on selected pilot sites<br>Water Research Institute (VÚVH)<br>Norwegian Water Resources and Energy Directorate (NVE) |

| | |
|---|---|
| | Slovak University of Technology (STU BA)<br>Slovak Academy of Sciences |
| Total maximum eligible costs: | € 3,500,000 |
| Project grant rate: | 100.00 % |
| Maximum project grant amount: | € 3,500,000 |
| Estimated duration: | 54 months |

The project aims to strengthen national hydrological capacities by updating key hydrological datasets, models and monitoring systems needed for evidence-based climate adaptation and water management planning. The project will modernise tools that public authorities rely on for assessing climate-induced changes in Slovak river basins.

Key activities shall include:

1. **Updated assessment of hydrological variables** in selected basins, reflecting climate-induced changes in flow regimes and variability.
2. **Updating/developing hydrological and hydraulic models** including rainfall-runoff and surface/groundwater flow simulations, based on current data and revised climate scenarios.
3. **Evaluation of existing flood protection measures**.
4. **Assessment of monitoring infrastructure**, identification of gaps, and implementation of additional parameters or upgrades.
5. **Design and optimisation of adaptation measures**, with an emphasis on combining grey infrastructure and nature-based solutions with measurable hydrological functions.
6. **Implementation of selected measures** in at least one pilot location and in additional sites based on needs and feasibility.
7. **Capacity building for institutions and experts.**
8. **Development of transferable methodologies** for assessing hydrological impacts and planning adaptation.

**4) "Triglav: Strengthen the fight against CBRN threats"**

| | |
|---|---|
| Project Promoter: | Ministry of Interior of the Slovak Republic |
| Donor project partner(s): | Norwegian Radiation and Nuclear Safety Authority (DSA) |
| Total maximum eligible costs: | € 4,000,000 |
| Project grant rate: | 100.00 % |
| Maximum project grant amount: | € 4,000,000 |
| Estimated duration: | 40 months |

The project aims to strengthen Slovakia's national resilience against chemical, biological, radiological, and nuclear (CBRN) threats by addressing fragmented institutional responsibilities, inconsistent procedures, and limited preparedness. It seeks to contribute to the development of a national CBRN

security strategy by developing strategic, operational, and technical frameworks that improve prevention, coordination, and response capabilities.

Key activities shall include:

1. **Strategic planning workshops**: Facilitation of regular National CBRN Expert Group meetings involving ministries, emergency services, regulatory bodies, and academia to discuss trends and develop the National CBRN Security Strategy and Police CBRN Action Plan.
2. **Stakeholder engagement and capacity building**: Organisation of multilateral workshops and training events with national stakeholders, international experts, and donor partners to ensure inclusive and knowledge-based preparation of project outputs.
3. **Development of SOPs**: Creation and validation of Standard Operational Procedures defining inter-agency roles and responsibilities for different CBRN scenarios, followed by field testing through simulation exercises.
4. **Study visits**: International visits to donor states and states with advanced CBRN systems to learn from best practices and apply relevant lessons learned to Slovakia.
5. **Specialised training**: Targeted CBRN training for Police Force members and crisis management professionals, including networking trainings for stakeholders at regional levels.
6. **Procurement of technical equipment:** Procurement of essential equipment to selected units to improve operational readiness for CBRN-related incidents.

**5) "Disaster prevention and civil protection at local level"**

| | |
|---|---|
| Project Promoter: | Ministry of Interior of the Slovak Republic |
| Donor project partner(s): | Norwegian Directorate for Civil Protection (DSB)<br>Norwegian Association of Local and Regional Authorities (KS) |
| Other project partner(s): | Association of Towns and Communities of Slovakia (ZMOS) |
| Total maximum eligible costs: | € 2,000,000 |
| Project grant rate: | 100.00 % |
| Maximum project grant amount: | € 2,000,000 |
| Estimated duration: | 40 months |

The project aims to address persistent systemic weaknesses in Slovakia's disaster management and civil protection system by strengthening preparedness at the municipal level, where limited staff capacity, insufficient knowledge, weak coordination, and low public awareness hinder effective crisis response. With increasing pressures from climate change, technological risks, and cascading effects, the project focuses on improving prevention, preparedness and coordination capacities of local authorities through four mutually reinforcing pillars: a practical crisis manual, a train-the-trainers programme, simulation exercises and public awareness campaigns, supported by bilateral expertise from the Norwegian Directorate for Civil Protection (DSB) and the Norwegian Association of Local and Regional Authorities (KS).

Key activities shall include:

1. **Development of practical crisis manual for municipalities**: Development of a user-friendly manual translating national legislation into operational guidance, with step-by-step procedures, templates, checklists and model documents for various incidents. It clarifies roles, responsibilities, communication processes and integrates Norwegian/European good practice. The manual will be developed through needs assessments, expert working groups, pilot testing and publication in print and digital forms, including an interactive online version.
2. **Train-the-trainers programme:** A comprehensive training system coordinated with DSB, including curriculum development, integration of Norwegian experience, practical modules, and stakeholder workshops. Selected Slovak trainers will attend an intensive course in Norway, after which materials will be adapted to Slovak conditions. Graduates will act as regional trainers delivering standardised training to municipalities, ensuring sustainability and multiplier effects.
3. **Simulation-based exercises**: Organisation of tabletop and functional exercises at local and regional levels to practise decision-making, coordination, communication and operational procedures. Activities include scenario development, planning injects, evaluation processes and incorporation of lessons learned into training and crisis plans.
4. **Public awareness campaigns**: Implementation of whole of society preparedness campaigns using simple public information materials, community events, cooperation with schools, NGOs and volunteer fire brigades, and targeted communication for vulnerable groups. Activities also include participation in multilateral exercises, workshops and seminars.

## 4. Bilateral relations

The bilateral funds for the programme will prioritise activities that strengthen institutional cooperation, support joint capacity-building, and facilitate the exchange of knowledge and practical experience between Slovak entities and partners from the Donor States.

The bilateral funds for the programme shall be divided proportionally between the programme areas “Green Transition” and “Disaster Prevention and Preparedness”, in accordance with the indicative ratio of approximately 80% (Green Transition) / 20% (Disaster Prevention and Preparedness).

The Cooperation Committee shall consist of representative(s) of the Programme Operator, the Norwegian Water Resources and Energy Directorate (NVE) as Donor Programme Partner, the Organisation for Economic Co-operation and Development (OECD) as International Partner Organisation and the Slovak Ministry of Environment.

## 5. Programme management and financial parameters

*5.1 Special rules on eligibility of costs:*

- For the OECD involvement as a project partner in the pre-defined project “Governing towards sustainable public procurement” (PDP 2), indirect costs shall be identified in accordance with the relevant rules established by the OECD.

- Programme management costs shall take the form of eligible direct staff costs actually incurred and a flat rate of 30% of eligible direct staff costs, covering all remaining costs, in line with Article 8.7 in the Regulation.

*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 abstains 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 project selection procedure shall be conducted in accordance with the values and in a transparent and non-discriminatory manner. 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 listed in Article 1.3.1 of the Regulation. 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. The project contract shall also require that the values listed in Article 1.3.1 of the Regulation are reflected in governance, decision-making, internal procedures and communication with partners. Throughout project implementation, projects shall report on compliance with the values, and the PO shall carry out substantive monitoring on this aspect. Suspected breaches of the principles of implementation shall constitute a risk factor, and influence selection for verifications and monitoring. Both administrative and on-the spot verifications may be conducted, as appropriate. 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

Not applicable.