Norwegian Financial Mechanism 2014-2021

PROGRAMME AGREEMENT

between

The Norwegian Ministry of Foreign Affairs

and

The Central Coordination Unit Directorate, administrative unit within the Ministry of Finance (NFP),
hereinafter referred to as the "National Focal Point",
representing Bulgaria,
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"

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 2014-2021 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 2014-2021:

(a) Agreement between the Kingdom of Norway and the European Union on the Norwegian Financial Mechanism 2014-2021 (hereinafter referred to as the Agreement);(b) the Regulation on the implementation of the Norwegian Financial Mechanism 2014-2021 (hereinafter referred to as the "Regulation") issued by Norway in accordance with Article 10(5) of the Agreement;

(c) the Memorandum of Understanding on the Implementation of the Norwegian Financial Mechanism 2014-2021 (hereinafter referred to as the "MoU"), 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 the annexes to 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 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. 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 2014-2021 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, the Irregularities Authority and the Programme Operator properly perform the tasks assigned to them in the Regulation, this programme agreement and the programme implementation agreement;

(c) take all necessary steps to ensure that the Programme Operator is fully committed and able to implement and manage the Programme;

(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;

(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 and outcomes of the Programme

1. This programme agreement sets out the objective, 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, 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. In case the Programme is also supported by the EEA Financial Mechanism, this programme agreement shall be interpreted in conjunction with the agreement regulating that support.

3. The financial plan annexed to this programme agreement shall:

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

(b) indicate the agreed advance payment, if any.

4. The management cost of the Programme Operator shall not exceed the amount specified in this programme agreement.

Article 2.5
Special conditions and programme specific rules

1. This programme agreement shall list any conditions set by the NMFA with reference to paragraph 2 of Article 6.3 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
Programme implementation agreement

With reference to Article 6.8 of the Regulation and without prejudice to paragraph 2 thereof, the National Focal Point shall, before any payment is made to the Programme, sign a programme implementation agreement with the Programme Operator. The National Focal Point shall notify the NMFA of such signing.

Article 2.7
Reporting

The National Focal Point shall ensure that the Programme Operator provides financial reports, annual programme reports and a final programme report in accordance with Chapter 9 and Articles 6.11 and 6.12 of the Regulation as well as statistical reporting in accordance with guidelines adopted by the NMFA.

Article 2.8
External monitoring

The external monitoring and audit referred to in Articles 11.1, 11.2, 11.3 and 11.4 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 2.9
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. Programme specific exceptions from paragraph 1, if any, are set in the annexes to this programme agreement.

3. Expenditures incurred in breach of this article are not eligible.

4. Should there be a doubt as to whether the proposed modifications require approval by the NMFA, the National Focal Point shall consult the NMFA before such modifications take effect.

5. Requests for modifications shall be submitted and assessed in accordance with Article 6.9 of the Regulation.

Article 2.10
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 into 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 2.11
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: Director
EFTA Secretariat
Rue Joseph II, 12-16
1000 Brussels
Telephone: +32 (0)2 286 1701
Telefax (general): +32 (0)2 211 1889
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 2.12
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 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 7.6 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 paragraph 1(w) 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 7.7 of the Regulation.

2. The partnership agreement shall be in English if one of the parties to the agreement is an entity from Norway.

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

4. The creation and implementation of the relationship between the Project Promoter and the project partner shall comply with the applicable national and European Union law on public procurement as well as Article 8.15 of the Regulation.

5. 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. Subject to Article 8.7 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.

2. Eligible expenditures of projects are those actually incurred by the Project Promoter or project partners, meet the criteria set in Article 8.2 of the Regulation and fall within the categories and fulfil the conditions of direct eligible expenditure set in Article 8.3 of the Regulation, the conditions regarding the use of standard scales of unit costs set in Article 8.4 of the Regulation as well as indirect costs in accordance with Article 8.5 of the Regulation.

4. The first date of eligibility of expenditures in projects shall be set in the project contract in accordance with Article 8.13 of the Regulation. The first date of eligibility of any pre-defined projects shall be no earlier than the date on which the National Focal Point notifies the NMFA of a positive appraisal of the pre-defined projects by the Programme Operator in accordance with paragraph 3 of Article 6.5 of the Regulation.

5. 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
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 9.4 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. The level of advance payments and their off-set mechanism is set in this programme agreement.

4. The National Focal Point shall ensure that payments are transferred in accordance with paragraph 2 of Article 9.1 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 4.4
Transparency and availability of documents

The National Focal Point shall ensure an audit trail for financial contributions from the Norwegian Financial Mechanism 2014-2021 to the Programme in accordance with Article 9.8 of the Regulation.

Article 4.5
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 paragraph 1(h) of Article 13.1 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 paragraph 1(h), 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 Donors

Signed in Sofia on 23/05/2018

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Ingvild Naess Stub

For the National Focal Point

Signed in Sofia on 23/05/2018

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Ivan Ivanov

Annex I to the Programme Agreement

Programme Operators and Partners	
Programme Operator:	Ministry of Justice - Bulgaria
Donor Programme Partner:	Directorate of Norwegian Correctional Service (KDI) Norwegian Courts Administration (DA) Norwegian Ministry of Justice and Public Security (NMOJ)
IPO:	Council of Europe (CoE)
Other Programme Partner(s):	-

Programme Objective	Strengthened rule of law

PA	Outcome/Output	Expected programme results	Indicator	Disaggregation	Unit of measurement	Source of verification	Frequency of reporting	Baseline values	Baseline year	Target value
PA19	Outcome 1	Improved correctional services	Percentage of ex-inmates treated in pilot correctional centre returning to penitentiary within 1 year of release[1]	N/A	Percentage	Project Promoters' records	2021 and then annually	16 %[2]	2015[3]	9 %[4]
			Percentage of ex-inmates treated in pilot correctional centre returning to penitentiary within 2 years of release	N/A	Percentage	Project Promoters' records	2022 and then annually	23 %	2015[5]	12 %
			Percentage of accommodation in penitentiaries NOT in line	N/A	Percentage	Project Promoters' records; Reports of the CPT	2020 and then annualy	13 %	2016	5 %

[1] The detainees who have executed at least 6 months of the sanction in the pilot facility and have participated in educational programs shall be taken into account. Baseline/target: Based on extrapolation of the estimated national recidivism rate 1 year after release.
[2] Based on extrapolation of the estimated national recidivism rate 1 year after release.
[3] 2015-2016
[4] Based on extrapolation of the estimated national recidivism rate 1 year after release.
[5] 2015-2016

			with the European prison standards (including 4 m2 per detainee)							
			Share of persons under probation included in public impact programmes.	Roma	Percentage	Probation service records	2021 and then annually	8 %	2016	12 %
			Number of jobs created	Gender, Age	Cumulative number	Payroll records, employment agreements	Semi-annually (APR and September IFR)	0	N/A	92
	Output 1.1	New social reintegration framework for criminal offenders rolled out	Diagnostic toolbox for assessment of probationers' needs updated	N/A	Binary	Project Promoters' records	Semi-annually (APR and September IFR)	No	N/A	Yes
			Number of halfway houses established	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	4
			Number of identified alternative measures to detention	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	2
			Number of medical centres renovated and equipped	N/A	Cumulative number	Acceptance documents for the performed investments	Semi-annually (APR and September IFR)	0	N/A	3
			Number of new programmes (focusing on social impact for probationers) developed	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	2
			Number of pilot prison facilities set up with new	N/A	Cumulative number	Project Promoters' records	Semi-annually	0	N/A	1

			working and training facilities for prison staff				(APR and September IFR)			
			Number of prisoners undergoing reintegration measures in the correctional facilities renovated under the Norway Grants	Roma	Cumulative number	Project Promoters' records; List of prisoners	Semi-annually (APR and September IFR)	0	N/A	100
			Conceptual framework for rehabilitation of prisoners in the period of their preparation for release and social reintegration	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0[6]	N/A	1[7]
			Education and development centre for inmates established, with focus on Roma and other socially excluded groups	N/A	Binary	Technical documents and Project promoter's records	Semi-annually (APR and September IFR)	No	N/A	Yes
	Output 1.2	Detention places for criminal offenders renovated according to European standards	Capacity of renovated pre-trial detention facilities in line with European standards (in number of places)	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	60
			Number of prison places renovated or set up in line with European standards	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	550
	Output 1.3	Correctional services and probation staff trained	Specialised training programme for medical and non-medical staff developed and piloted	N/A	Binary	Project Promoters' records	Semi-annually (APR and September IFR)	No	N/A	Yes

[6] No
[7] Yes

			Training centre for correctional services and probation staff set up	N/A	Binary	Project Promoters' records	Semi-annually (APR and September IFR)	No	N/A	Yes
			Training curriculum for correctional services and probation staff developed	N/A	Binary	Copies of training curricula	Semi-annually (APR and September IFR)	No	N/A	Yes
			Number of prison staff or probation officers trained to apply new reintegration programmes[8]	Gender	Cumulative number	List of training participants	Semi-annually (APR and September IFR)	0	N/A	700
			Training programme for managers and prison leaders developed and piloted	N/A	Binary	Copies of training curricula	Semi-annually (APR and September IFR)	No	N/A	Yes
			Number of digital training materials for prison staff developed and piloted	N/A	Cumulative number	Digital materials and Project Promoter's reports	Semi-annually (APR and September IFR)	0	N/A	4
	Output 1.4	Social reintegration programmes for vulnerable groups in prisons supported	Number of social reintegration programmes for vulnerable groups in prisons (including juveniles and Roma) developed	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	2
			Number of vulnerable offenders undergoing social reintegration programmes (including young offenders and Roma)	Gender, Age, Roma	Cumulative number	Lists of offenders enlisted in the programmes	Semi-annually (APR and September IFR)	0	N/A	100

[8] Including for application of diagnostic toolbox for assessment of probationers 'needs

			Toolkits for risk assessment developed	N/A	Cumulative number	Copies of toolkits	Semi-annually (APR and September IFR)	0	N/A	2
			Number of people trained to apply the developed risk assessment tool and its digital version	Gender	Cumulative number	Lists of training participants	Semi-annually (APR and September IFR)	N/A[9]	N/A	160
PA21	Outcome 2	Improved application of European legal framework by the Bulgarian judiciary	Average implementation time for European Court of Human Rights (ECHR) judgements (in number of years)	N/A	Average	Hudoc Exec (hudoc.exec.coe.int)	2021 and then annualy	5	2016	2
			Number of jobs created	Gender, Age	Cumulative number	Payroll records, employment agreements	Semi-annually (APR and September IFR)	0	N/A	14
	Output 2.1	National framework for effective implementation of ECHR judgements updated	Action plan on the implementation of judgments concerning evictions of Roma developed	N/A	Binary	Copies of the Action Plan	Semi-annually (APR and September IFR)	No	N/A	Yes
			Action plan (on introducing effective institutional representation of children with mental disorders placed outside their families) developed	N/A	Binary	Copies of the Action Plan	Semi-annually (APR and September IFR)	No	N/A	Yes
			Analysis of the reasons for the ineffective implementation of the ECHR's judgments carried out	N/A	Binary	Copy of the analysis report	Semi-annually (APR and September IFR)	No	N/A	Yes

[9] 0

			Bill drafted regulating the responsibilities of all actors in the process with procedure to be followed	N/A	Binary	Copy of the bill	Semi-annually (APR and September IFR)	No	N/A	Yes
			Number of designated contact points within the administration of the executive, Parliament and the judiciary	N/A	Cumulative number	List of designated contact points	Semi-annually (APR and September IFR)	0	N/A	25
			Proposal for the introduction of the Human Rights Law as mandatory in Bulgarian law faculties submitted to the Ministry of Justice and the Ministry of Education	N/A	Binary	Copy of the proposal	Semi-annually (APR and September IFR)	No	N/A	Yes
			Strategy for overcoming the failures and the delay in the execution the ECHR's judgments drafted	N/A	Binary	Copy of the strategy	Semi-annually (APR and September IFR)	No	N/A	Yes
	Output 2.2	Learning environment for legal professionals modernized	Number of new shared learning spaces set up	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	13
			Number of self-learning resource materials developed	N/A	Cumulative number	Copies of resource materials	Semi-annually (APR and September IFR)	0	N/A	10
			Number of translated European Court of Human Rights judgements and CoE standards, guidelines, recommendations	N/A	Cumulative number	Copies of translated documents	Semi-annually (APR and September IFR)	0	N/A	200

			Number of unique users (legal professionals with online registration) of the reinforced online forum for human rights	N/A	Cumulative number	User log files	Semi-annually (APR and September IFR)	0	N/A	90
			Responsive website of NIJ developed	N/A	Binary	Website elaborated and updated	Semi-annually (APR and September IFR)	No	N/A	Yes
			Framework for sustainable judicial training on fundamental rights and rules of law elaborated	N/A	Binary	Report	Semi-annually (APR and September IFR)	No	N/A	Yes
	Output 2.3	Legal professionals trained in European legal concepts	Number of Bulgarian magistrates seconded to the Registry of the ECHR	Gender	Cumulative number	List of seconded magistrates	Semi-annually (APR and September IFR)	0	N/A	9
			Number of legal professionals who have participated in study visits for best practice exchange	N/A	Cumulative number	Project Promoters' records; list of participants	Semi-annually (APR and September IFR)	0	N/A	60
			Number of magistrates or judicial employees seconded to the Department of Execution of Judgements of the Council of Europe(CoE)	Gender	Cumulative number	List of seconded employees	Semi-annually (APR and September IFR)	0	N/A	3
			Number of legal professionals (judges, prosecutors, investigators, clerks, lawyers etc.) trained in European legal concepts	Gender	Cumulative number	List of training participants	Semi-annually (APR and September IFR)	0	N/A	655

			Number of staff of the Procedural Representation before the ECHR trained	Gender	Cumulative number	List of training participants	Semi-annually (APR and September IFR)	0	N/A	13
			Number of legal professionals (judges, prosecutors, investigators, clerks, lawyers etc.) trained in innovative model of in-work judicial training through the established shared learning spaces in the judiciary	Gender	Cumulative number	List of training participants	Semi-annually (APR and September IFR)	0	N/A	320
PA21	Outcome 3	Improved capacity of Bulgarian Authorities in the area of child friendly justice	Percentage of children victims of crime that have benefited from child advocacy centres	N/A	Percentage	List of child beneficiaries	Annually (APR)	0 %	N/A	20 %
			Number of jobs created	Gender, Age	Cumulative number	Payroll records, employment agreements	Semi-annually (APR and September IFR)	0	N/A	5
	Output 3.1	Child friendly protective environment ensured for children victims of crime or in conflict with the law	Number of specialised support services for children at risk introduced	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	3
			Number of specialized facilities renovated and equipped for providing the support services	Beneficiary State	Cumulative number	Report from project promoter.		0	2022	5
			Number of local-level partnership agreements for coordinated work with children in contact with the law	Beneficiary State	Cumulative number	Report by project promoter		0	2022	4

			Number of persons reached by awareness raising campaigns on child friendly justice	Beneficiary State	Cumulative number	report by project promoter		0	2022	700
PA21	Outcome 4	Improved capacity of Bulgarian Authorities in the area of domestic and gender-based violence	Annual number of domestic and gender-based violence cases reported to the police (applicable for the target geographic area)	N/A	Annual number	Police register	Annually (APR)	25	2016	50
			Annual number of reported domestic and gender-based cases submitted to courts applicable for the target geographic area)[10]	N/A	Annual number	Court register	Annually (APR)	106	2016	200
			Annual number of victims of domestic or gender-based violence that have received legal aid support	Gender, Age, Roma	Annual number	Legal aid register	Annually (APR)	0	2016	250
			Number of jobs created	Gender, Age	Cumulative number	Payroll records, employment agreements	Semi-annually (APR and September IFR)	0	N/A	8
	Output 4.1	Training in the subject of domestic and gender-based violence provided to legal professionals	Number of case management guides for judges and prosecutors developed	N/A	Cumulative number	Copies of case management guides	Semi-annually (APR and September IFR)	0	N/A	1
			Number of participants in study visits for best practice exchange	Gender	Cumulative number	List of exchange participants	Semi-annually (APR and September IFR)	0	N/A	1

[10] In order to duly track the impact, we need to measure not only court cases preceded by a report to the police. In practice some of the situations reported to the police are filed as domestic scandals or problems. At the same time, many of the victims directly approach the courts requesting a restraining order, without reporting the situation to the police.

			Training module for legal professionals on domestic and gender-based violence adapted	N/A	Binary	Copy of training module	Semi-annually (APR and September IFR)	No	N/A	Yes
			Number of legal professionals trained to work with victims of domestic and gender-based violence	Gender	Cumulative number	List of training participants	Semi-annually (APR and September IFR)	0	N/A	255
	Output 4.2	Specialised services on domestic and gender-based violence supported	Number of local-level services for domestic and gender-based violence developed	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	6
			Number of professionals (supporting professions) trained for prevention and combating domestic violence	Gender	Cumulative number	List of training participants	Semi-annually (APR and September IFR)	0	N/A	440
	Output 4.3	Primary legal aid services for vulnerable groups extended	Number of operational mobile legal aid units established by the National Legal Aid Bureau (NLAB)	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	7
			Number of unique visitors to websites promoting legal aid	N/A	Cumulative number	Visitor log files	Semi-annually (APR and September IFR)	0	N/A	5,000
			Number of lawyers trained on JUSTROM (CoE and EC DG Justice) methodology	Gender	Cumulative number	List of training participants	Semi-annually (APR and September IFR)	0	N/A	300
	Output 4.4	Pilot cooperation mechanism on domestic and	Pilot cooperation mechanism on domestic and gender-based violence established at	N/A	Binary	Project Promoters' records	Semi-annually (APR and	No	N/A	Yes

		gender-based violence established	local level between Ministry of Justice, Ministry of Interior and Ministry of Labour and Social Policy				September IFR)			
	Output 4.5	Awareness-raising campaigns on domestic and gender-based violence conducted	Number of awareness raising campaigns on domestic and gender-based violence conducted	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	3
			Number of pupils, students, educators and teachers reached by awareness raising campaigns on domestic and gender-based violence	Roma	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	700
PA21	Bilateral Outcome	Enhanced collaboration between beneficiary and donor state entities involved in the programme	Level of satisfaction with the partnership	State type	Scale 1-7	Survey results	Annually (APR)	6.83[11]	2020[12]	4.5[13]
			Level of trust between cooperating entities in Beneficiary States and Donor States	State type	Scale 1-7	Survey results	Annually (APR)	6.83[14]	2020[15]	4.5[16]
			Share of cooperating organisations that apply the knowledge acquired from bilateral partnership	State type	Percentage	Survey results	Annually (APR)	N/A	N/A	50 %[17]
	Bilateral Output 1	Cooperation between Donor and Beneficiary	Number of projects involving cooperation with a donor project partner	Donor State	Cumulative number	Partnership agreements between Project	Semi-annually (APR and	0	N/A	9

[11] Based on the survey carried out on behalf of the FMO
[12] Survey carried out on behalf of the FMO
[13] Target is ≥4.5, and an increase on the baseline value
[14] Based on the survey carried out on behalf of the FMO
[15] Survey carried out on behalf of the FMO
[16] Target is ≥4.5, and an increase on the baseline value
[17] Target is minimum ≥50 %

		State entities supported				Promoters and project partners	September IFR)			
			Number of participants from Beneficiary States in exchanges	Donor State, Gender, Type of exchange	Cumulative number	List of participants	Semi-annually (APR and September IFR)	0	N/A	206
			Number of participants from Donor States in exchanges	Donor State, Gender, Type of exchange	Cumulative number	List of participants	Semi-annually (APR and September IFR)	0	N/A	52
			Number of training courses co-organised by donor and Beneficiary State entities	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	8

Conditions

General

1. At least 10% of the total eligible costs of the programme shall target the improvement of the situation of the Roma population. The fulfilment of this condition shall be reported on, through the use of quantitative and qualitative data, *inter alia*, in the annual and final programme reports.

2. The maximum level of funding available from the total eligible expenditure of the programme for infrastructure (hard measures) shall be 70%.

3. For the predefined projects under Section 5.1 of Annex II to the Programme Agreement, the National Focal Point shall ensure that the Programme Operator ensures that the appraisal foreseen in Article 6.5.3 of the Regulation is externalised and carried out by a legal entity independent of and unrelated to the Programme Operator.

4. For the predefined projects under Section 5.1 of Annex II to the Programme Agreement, the Programme Operator's responsibilities regarding the verification of payment claims described in Article 5.6.1 e) of the Regulation, and the verification of the project outputs described in Article 5.6.1 g) of the Regulation, shall be externalised and be carried out by a legal entity independent of and unrelated to the Programme Operator. The NMFA shall approve the entity to be charged with these tasks prior to the first disbursement to the pre-defined projects.

5. The National Focal Point shall ensure that the Programme Operator ensures that project promoters who have, in line with this Agreement, purchased, constructed, renovated or reconstructed any buildings:

• 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.

6. The programme shall include measures to increase the use of alternative sanctions to imprisonment.

7. During the implementation of the programme, the Programme Operator shall seek to ensure synergies with the programme 'Home Affairs' implemented in Bulgaria under the Norwegian Financial Mechanism 2014-2021, in order to strengthen the justice chain, *inter alia*, regarding access to justice, good governance, gender-based violence and trafficking in human beings.

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	10/12/2016	30/04/2025
Grant rate and co-financing		
Programme eligible expenditure (€)		€ 37,851,091
Programme grant rate (%)		85.00 %
Maximum amount of Programme grant - EEA Financial Mechanism (€)		-
Maximum amount of Programme grant - Norwegian Financial Mechanism (€)		€ 32,173,427
Maximum amount of Programme grant - Total (€)		€ 32,173,427

PA	Budget Heading	Norway Grants	Total grant	Programme grant rate	Programme co-financing	Programme eligible expenditure	Advance payment
PA21	Programme management	€ 1,649,100	€ 1,649,100	85.00 %	€ 291,018	€ 1,940,118	€ 336,018
PA19	Outcome 1 (Norway Grants)	€ 25,775,088	€ 25,775,088	85.00 %	€ 4,548,545	€ 30,323,633	€ 3,784,500
PA21	Outcome 2 (Norway Grants)	€ 2,724,747	€ 2,724,747	85.00 %	€ 480,838	€ 3,205,585	€ 528,750
PA21	Outcome 3 (Norway Grants)	€ 500,681	€ 500,681	85.00 %	€ 88,355	€ 589,036	€ 382,350
PA21	Outcome 4 (Norway Grants)	€ 1,523,811	€ 1,523,811	85.00 %	€ 268,908	€ 1,792,719	€ 262,500
Total		**€ 32,173,427**	**€ 32,173,427**	**85.00 %**	**€ 5,677,664**	**€ 37,851,091**	**€ 5,294,118**

Retention of management costs	
Retention of management costs - Percentage of the management costs	10.00 %
Retention of management costs - Planned Euro value	€ 194,012

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 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 Justice. The Norwegian Ministry of Justice and Public Security, the Norwegian Courts Administration and the Directorate of Norwegian Correctional Service (KDI) are Donor Programme Partners (DPPs). The Council of Europe is International Partner Organisation (IPO).

The programme objective, "Strengthened rule of law", shall be attained through four outcomes:

- The programme shall support the outcome "Improved correctional services" (Outcome 1) by way of three predefined projects (PDPs): "Ensuring safe and secure conditions in places of detention" (PDP no. I), "Enhancing the capacity of the prison staff, building a pilot prison facility connected to a training center and improving the rehabilitation of prisoners" (PDP no. 2) and "Strengthening the application of alternative sanctions to imprisonment" (PDP no. 3).

- The programme shall support the outcome "Improved application of European legal framework by the Bulgarian judiciary" (Outcome 2) by way of three predefined projects: "Enhancing the national capacity for effective implementation of the judgments of the European Court of Human Rights" (PDP no. 5), "Modern learning environment for legal professionals" (PDP no. 6) and "Strengthening the professionalism of the judiciary" (PDP no.8).

- The programme shall support the outcome "Improved capacity of Bulgarian Authorities in the area of child friendly justice" (Outcome 3) by way of a small grant scheme (SGS).

- The programme shall support the outcome "Improved capacity of Bulgarian Authorities in the area of domestic and gender-based violence" (Outcome 4) by way of two pre-defined projects "Preventing and Combating Violence against Women and Domestic Violence" (PDP no. 7), "Improving the access to justice for people living under the poverty line" (PDP no. 9) and one small grant scheme (SGS).

The SGS under this programme will address the Roma, in particular vulnerable women and children, thus complementing the results of the predefined projects.

2. Eligibility

2.1 Eligible applicants:

The rules on eligibility of project promoters and project partners are set in Article 7.2 of the Regulation.

Eligible project promoters under the SGS calls must have been established and been active for at least twelve months prior to the publication of the respective call.

2.2 Special rules on eligibility of costs:

Costs are eligible in accordance with chapter 8 of the Regulation.

3. Bilateral relations

3.1 Bilateral relations

The programme shall contribute to strengthening bilateral relations between Bulgaria and Norway.

The programme shall as appropriate facilitate donor partnership projects by carrying out, inter alia, match-making events and activities in conjunction with launching calls for proposals, as well as by encouraging donor partnership projects in call texts.

The further use of the funds for bilateral relations allocated to the programme shall be agreed in the Cooperation Committee.

4. Selection of projects and financial parameters

4.1 Open calls and availability of funds (including number of calls, duration of calls, and estimated size):

	Indicative timing	**Total available amount**	**Maximum/Minimum grant applied for**
SGS call **Outcome 3 "**Improved capacity of Bulgarian Authorities in the area of child friendly justice"	Second semester 2019	€ 589,036	€ 200,000/€ 50,000
SGS call **Outcome 4** "Improved capacity of Bulgarian Authorities in the area of domestic and gender-based violence"	Second semester 2019	€ 792,719	€ 200,000 / € 50,000

4.2 Selection procedures:

The project evaluation and award of grants shall be in accordance with Article 7.4 of the Regulation.

The Programme Operator shall be responsible for project evaluation and for the award of grants.

The Programme Operator shall appoint a person who is going to lead and coordinate the selection process.

Experts nominated by the Programme Operator shall review the applications for compliance with administrative and eligibility criteria. Applicants whose applications are rejected at this stage shall be informed and given a reasonable time to appeal that decision.

Each application that meets the administrative and eligibility criteria shall be reviewed by two impartial experts appointed by the Programme Operator, at least one of which shall be independent of the Programme Operator and the Selection Committee. The experts shall separately score the project according to the selection criteria published with the call for proposals. For the purposes of ranking the projects, the average of the scores awarded by the experts shall be used. If the difference between the scores given by the two experts is more than 20% of the higher score, a third expert, who shall be impartial and independent of the Programme Operator and the Selection Committee, shall be commissioned by the Programme Operator to score the project independently. In such cases, the average score of the two closest scores shall be used for the ranking of the projects.

The Programme Operator shall establish a Selection Committee. The Selection Committee shall consist of a Chairman and a secretary – representatives of the Programme Operator – without voting rights, and at least three voting members, including representatives of the Programme Operator and the DPPs. At least one of the voting members shall be external to the Programme Operator and its Partners. The NMFA, the IPO and the National Focal Point shall be invited to participate in the Selection Committee meetings as observers.

The Programme Operator shall provide the Selection Committee with a list of the ranked projects. The Selection Committee shall review the ranked list of projects. The decision of the Selection Committee shall be taken by consensus of all voting members. The Selection Committee may modify the ranking of the projects in justified cases, in accordance with objective and commonly agreed criteria related to the objectives of the programme. The justification for modifications shall be detailed in the minutes of the meeting of the Selection Committee. The minutes shall be signed by all members of the Selection Committee. The Chairman of the Selection Committee shall submit a report, including the list of the recommended projects, together with a reserve list and the list of rejected project proposals and the reason for their rejection, to the Programme Operator.

The Programme Operator shall verify that the selection process has been conducted in accordance with the Regulation and that the recommendations from the Selection Committee comply with the rules and objectives of the programme. Following such verification, the Programme Operator shall, based on the decision of the Selection Committee, make a decision on which projects shall be supported. The Programme Operator may return the report to the Selection Committee requesting a repetition of the selection process in case of a violation of the procedure that can be remedied or not approve the report when there has been a serious violation of the procedure. The Programme Operator may modify the decision of the Selection Committee in justified cases.

The Programme Operator shall notify the applicants about the results of the selection process within a reasonable time and publicise the results. If the modification of the ranking of the projects by the Selection Committee results in a project's rejection, or if the Programme Operator modifies the decision of the Selection Committee, the Programme Operator shall inform the applicants affected and provide them with a justification for the modification.

4.3 Project grant rate:

Grants to all projects from the programme may be up to 100% of total eligible expenditure of the project. In the case of projects where the project promoter is a social partner, as defined in Article 1.6 of the Regulation, the project grant rate may be up to 90% of total eligible expenditure of the project. 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.

5. Additional mechanisms within the Programme

5.1 Pre-defined projects

1) "Ensuring safe and secure conditions in places of detention"

Project Promoter:	General Directorate "Execution of Sentences" (GDES) at the Ministry of Justice
Donor project partner(s):	Åna Prison
Total maximum eligible costs:	€ 6,570,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 6,570,000

Programme outcome the project contributes to: "Improved correctional services".

The project will support the efforts of Bulgaria to fulfil the international standards related to places of detention established in the conventions and the recommendations of the Council of Europe with the aim to guarantee better conditions of life and work. The project will include the reconstruction or refurbishment works at 6 prison locations.

The project shall include*, inter alia*, the following activities:

- Renovation of the prisons in Plovdiv and Bobov Dol including open prison hostels and the separation as a half-way house;
- Reconstruction and renovation of a building owned by the prison in Vratsa, designated to host the prison hostel of open type;
- Reconstruction of a building and separation of a detention centre and probation service in the town of Petrich;
- Reconstruction and repair of prison hostel of open type “Stroitel” at the prison of Burgas and its separation as a half-way house;
- Reconstruction of existing production facility in the prison of Pazardzhik into a training centre for supporting the social inclusion of prisoners.

2) "Enhancing the capacity of the prison staff, building a pilot prison facility connected to a training centre and improving the rehabilitation of prisoners"

Project Promoter:	General Directorate "Execution of Sentences" (GDES) at the Ministry of Justice
Donor project partner(s):	Norwegian Correctional Academy (KRUS) Åna Prison Solholmen halfway house
Total maximum eligible costs:	€ 23,507,245
Project grant rate:	100.00 %
Maximum project grant amount:	€ 23,507,245

Programme outcome the project contributes to: “Improved correctional services”.

The project aims at the creation of a pilot prison facility in line with European standards with a capacity of up to 400 persons; a training center with a capacity of up to 100 trainees will be designed and constructed. An additional building at the same location will be renovated and converted into a half-way house.

The project shall include*, inter alia*, the following activities:

- Construction of a pilot prison facility connected to a training center for prison staff and construction of a half-way house;
- Establishing an education and development center for inmates with focus on Roma and other socially excluded groups;
- Development of a training strategy for prison staff, including new curricula for initial and continuing training;
- Developing and piloting a training programme for managers and prison leaders;
- Developing and piloting digital training materials for prison staff;
- Developing tool kits for risk assessments;
- Training of prison staff in the implementation of the developed risk assessment tool and its digital version;
- Rehabilitation of prisoners in the period of pre-release preparation with emphasis on vulnerable groups;
- Strengthening bilateral activities by providing professional exchanges and mutual participation in training activities.

3) "Strengthening the application of alternative sanctions to imprisonment"

Project Promoter:	General Directorate "Execution of Sentences" (GDES) at the Ministry of Justice
Donor project partner(s):	Agder probation office
Total maximum eligible costs:	€ 1,100,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 1,100,000

Programme outcome the project contributes to: “Improved correctional services”.

The project aims at strengthening the implementation of alternative measures to deprivation of liberty by enhancement of probation officers’ qualifications updating diagnostic tool for assessing of probationers and introduction of new correctional programmes and interinstitutional cooperation.

The project shall include, *inter alia*, the following activities:

- Development of a concept and new curriculum for initial and further training for probation officers to enhance their professional competences;
- Reviewing and updating the assessment tool of offenders;
- Study on the possibility to introduce new alternative measures to imprisonment;
- Introduction of best practices and models of interinstitutional cooperation.

4) "Enhancing the capacity of the police and establishing child friendly conditions and procedures for children in conflict with the law and children in need of protection. Project deleted"

Project Promoter:	General Directorate “National Police” at the Ministry of Interior, Ministry of Interior - Bulgaria
Total maximum eligible costs:	€ 1,799,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 1,799,000

Project deleted. Enhancing the capacity of the police and establishing child friendly conditions and procedures for children in conflict with the law and children in need of protection.

5) "Enhancing the national capacity for effective implementation of the judgments of the European Court of Human Rights"

Project Promoter:	Directorate "Procedural Representation of Republic of Bulgariabefore the European Court of Human Rights" at the Ministry of Justice
Donor project partner(s):	Norwegian Centre for Human Rights
Total maximum eligible costs:	€ 750,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 750,000

Programme outcome the project contributes to: “Improved application of European legal framework by the Bulgarian judiciary”.

The project aims at ensuring the national framework for effective implementation of the European Court of Human Rights judgments and to establishing a human-rights-based approach amongst the justice institutions in Bulgaria in line with the principles of the efficiency of justice and the rule of law. The project aims at ensuring synergies between the responsible state actors in implementing the general measures prescribed by the European Court of Human Rights in its case law against Bulgaria and the relevant human rights standards.
The project shall include, *inter alia*, the following activities:

- Establishing of an effective implementation of the European Court's of Human Rights judgments and suggestions of procedures and distribution of responsibilities to the appropriate state bodies;
- Designation and training of contact points within the administration of the executive, Parliament and the judiciary;
- Introduction of mandatory human rights law subject in the curriculum of the law faculties;
- Execution of European Court's of Human Rights judgements requiring effective protection of the rights of vulnerable groups through development of an action plan;
- Ensuring accessibility of Human Rights Law materials through translation of European Court's of Human Rights judgments and other human rights related documents and publishing of human rights bulletins summarising new Court's case-law;
- Capacity building of national experts.

6) "Modern learning environment for legal professionals"

Project Promoter:	National Institute of Justice (NIJ)
Donor project partner(s):	Norwegian Courts Administration (DA)
Total maximum eligible costs:	€ 1,450,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 1,450,000

Programme outcome the project contributes to: "Improved application of European legal framework by the Bulgarian judiciary".

The project aims at the creation of an integrated, coordinated and structured learning environment for judges, prosecutors and other legal professionals, ensuring effective implementation of the European law and the fundamental standards.

The project shall include, *inter alia*, the following activities:

- Reinforcement of the Magistrates' forum for human rights;
- Elaboration of framework for sustainable judicial training on fundamental rights and rule of law for judges, prosecutors and other legal professionals;
- Strengthening competences and skills of judges, prosecutors and other legal professionals in application of the fundamental rights through provision of in-person and e-learning trainings, blended round table discussions and support with reference materials and publications;
- Development of easily accessible and up-to-date practical reference tools which includes preparation of handbooks, manuals and reference guides with systematic, up-do-date synthesis of legislation and case-law on specific subject matters;
- Development of a responsive website of NIJ answering the new technologies;
- Adoption of an innovative model of in-work judicial training through establishment of shared learning spaces in the judiciary.

7) "Preventing and Combating Violence against Women and Domestic Violence"

Project Promoter:	National Institute of Justice (NIJ)
Other project partner(s):	Ministry of Justice - Bulgaria
Total maximum eligible costs:	€ 250,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 250,000

Programme outcome the project contributes to: "Improved capacity of Bulgarian Authorities in the area of domestic and gender-based violence".

The project focuses on strengthening the capacity of Bulgarian authorities, with an emphasis on reinforcement of the capacity of the justice professionals, to comply with the institutional practices and European standards in the area of Domestic and Gender-based Violence (DGBV), and in particular the Istanbul Convention (notably Article 10 (coordinating body), Article 15 (training of professionals) and Chapter IV (protection and support)). The project will ensure the enhanced competence and improved cooperation between the relevant authorities on cases involving DGBV.

The project shall include, *inter alia*, the following activities:

- Capacity building through development of training material, trainings and development of a case management guide on DGBV-issues for magistrates;
- Evaluation of the pilot cooperation mechanism established in the programme.

8) "Strengthening the professionalism in the judiciary"

Project Promoter:	Supreme Judicial Council (SJC)
Donor project partner(s):	Norwegian Courts Administration (DA)
Total maximum eligible costs:	€ 1,325,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 1,325,000

Programme outcome the project contributes to: "Improved application of European legal framework by the Bulgarian judiciary".

The project aims at improving the specific procedures and rules for career development, appointment and selection of magistrates, the integrity check procedures and the management and administration of the judiciary. The project will contribute to implementation of the adopted updated strategy for continuing the judicial reform in Bulgaria as well as to practical implementation of recommendations in GRECO reports.

The project shall include, *inter alia*, the following activities:

- Actions developed to ensure improvement in Bulgarian judiciary through introduction of procedures with clear rules for appointment and selection of magistrates, as well as clear rules for career development of magistrates based on professional and personal qualities;
- Strengthened capacity in application of the European Convention on Human Rights through secondment of judges to the European Court of Human Rights;
- Improvement of the restorative justice implementation through capacity/knowledge - building and a study on the restorative justice mechanisms implemented in the judiciary systems of Norway.

9) "Improving the access to justice for people living under the poverty line"

Project Promoter:	National Legal Aid Bureau (NLAB)
Donor project partner(s):	Norwegian Courts Administration (DA)
Total maximum eligible costs:	€ 750,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 750,000

Programme outcome the project contributes to: “Improved capacity of Bulgarian Authorities in the area of domestic and gender-based violence”.

The project aims at improving the access to justice for citizens of Bulgaria who live under the line of poverty. Special emphasis shall be put to three main categories of beneficiaries: victims of domestic and gender-based violence, children at risk and Roma communities, especially in remote and isolated rural areas.
The project shall include, *inter alia*, the following activities:

- Ensuring access to legal aid for vulnerable groups through development of a local cooperation mechanism in response to domestic and gender-based violence and establishment of mobile legal aid units;
- Strengthening the capacity to provide quality services to vulnerable groups across Bulgaria through raising awareness on the existence and accessibility of free legal aid.

5.2 Financial Instruments
Not applicable.

6. Programme Management
6.1 Payment flows
The Programme Operator shall ensure that payments to projects are made in a timely manner. Interim and final payments to the projects shall be based on approved project reports.

Payments of the project grant shall take the form of advance payments, interim payments and a final payment. The level of advance payment to projects shall be set out in the project contract. The maximum level of advance payment shall be linked to the project budget and duration as follows:

Project implementation duration	First advance payment	First interim payment	Second interim payment	Third interim payment	Final payment
Pre-defined projects	20%	25%	25%	20%	10%
Projects selected under the small grant schemes	30%	25%	25%	-	20%

The first advance instalment shall be paid following the signature of the project contract. Subsequent payments shall be paid after the approval of project interim reports. The final payment will be paid after approval of the final report.

An advance payment of a percentage of the total grant amount shall be paid within 15 working days from submission of a request after signature of the project contract. The interim payments shall be paid within 1 month after the approval of project interim reports.

Upon approval of the final project report a final balance payment, if applicable, shall be made within 15 working days.

The approval of project interim and final reports shall take place within 2 months from the submission of the required information.

The periodicity of reporting periods, and deadlines for reporting will be further detailed in the description of the Programme Operator's management and control systems.

In case of euro-denominated contracts with entities from Norway or with intergovernmental organisations, the Programme Operator shall transfer the amounts in euro.

6.2 Verification of payment claims

Project Promoters shall submit interim and final project reports containing information on project progress and incurred expenditure.

In line with point (i) of Article 5.6.2 of the Regulation incurred expenditure reported shall be subject to administrative verifications before the report is approved. Verifications to be carried out shall cover administrative, financial, technical and physical aspects of projects, as appropriate and be in accordance with the principle of proportionality.

Additionally in line with point (ii) of Article 5.6.2 of the Regulation on–the-spot verifications of projects, which may be carried out on a sample basis, shall be carried out.

The detailed procedure for verification will be further detailed in the description of the Programme Operator's management and control systems.

6.3 Monitoring and reporting

The Programme Operator shall monitor, record and report on progress towards the programme's outcomes in accordance with the provisions contained in the legal framework. The Programme Operator shall ensure that suitable and sufficient monitoring and reporting arrangements are made with the

project promoters in order to enable the Programme Operator and the National Focal Point to meet its obligations to the NMFA.

When reporting on progress achieved in Annual and Final Programme Reports, the Programme Operator shall disaggregate results achieved as appropriate and in accordance with instructions and templates received from the FMO.

6.4 Programme administrative structures

Not applicable.

7. Communication

The Programme Operator shall comply with Article 3.3 of the Regulation, the Information and Communication Requirements in Annex 3 of the Regulation and the Communication plan for the programme.

8. Miscellaneous

Not applicable.