EEA Financial Mechanism 2014-2021

PROGRAMME AGREEMENT

between

The Financial Mechanism Committee
established by Iceland, Liechtenstein and Norway

and

The Department of Assistance Programmes, Ministry of Development Funds and Regional Policy,
hereinafter referred to as the "National Focal Point",
representing Poland,
hereinafter referred to as the "Beneficiary State"

together hereinafter referred to as the "Parties"

for the financing of the Programme "Education"

hereinafter referred to as the "Programme"

Chapter 1
Scope, Legal Framework, and Definitions

Article 1.1
Scope

This programme agreement between the Financial Mechanism Committee (hereinafter referred to as the FMC) and the National Focal Point lays down the rights and obligations of the Parties regarding the implementation of the Programme and the financial contribution from the EEA Financial Mechanism 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 EEA Financial Mechanism 2014-2021:

(a) Protocol 38c to the EEA Agreement on the EEA Financial Mechanism 2014-2021;

(b) the Regulation on the implementation of the EEA Financial Mechanism 2014-2021 (hereinafter referred to as the "Regulation") issued by the Donor States in accordance with Article 10(5) of Protocol 38c;

(c) the Memorandum of Understanding on the Implementation of the EEA Financial Mechanism 2014-2021 (hereinafter referred to as the "MoU"), entered into between the Donor States and the Beneficiary State; and

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

2. In case of an inconsistency between this programme agreement and the Regulation, the Regulation shall prevail.

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

Article 1.3
Definitions

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

Article 1.4
Annexes and hierarchy of documents

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

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

3. Commitments, statements and guarantees, explicit as well as implicit, made in the preparation of the programme are binding for the National Focal Point and the Programme Operator unless otherwise explicitly stipulated in 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 EEA 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 FMC shall, subject to the rules stipulated in the legal framework referred to in Article 1.2 of this programme agreement, make available to the Beneficiary State a financial contribution (hereinafter referred to as "the programme grant") to be used exclusively to finance the eligible cost of the Programme.

Article 2.3
Objective 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 Norwegian 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 FMC 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 FMC 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 FMC.

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 FMC.

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

2. To the extent that original documents are not available in the English language, the documents shall be accompanied by full and accurate translations 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 FMC 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 FMC prior to the signing of this programme agreement.

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

Chapter 3
Projects

Article 3.1
Selection of projects and award of grants

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

2. Eligibility of project promoters and project partners is stipulated in Article 7.2 of the Regulation and, in accordance with paragraph 4 thereof, subject only to the limitations stipulated in this programme agreement.

3. Pre-defined projects shall be outlined in this programme agreement.

4. The National Focal Point shall take proactive steps to ensure that the Programme Operator complies fully with Article 7.5 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 the Donor States.

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 FMC 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 EEA Financial

Mechanism 2014-2021 to the Programme in accordance with Article 9.8 of the Regulation.

Article 4.5
Irregularities, suspension and reimbursements

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

Chapter 5
Final provisions

Article 5.1
Dispute settlement

1. The Parties waive their rights to bring any dispute related to the programme agreement before any national or international court, and agree to settle such a dispute in an amicable manner.

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

Article 5.2
Termination

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

(a) a general suspension decision according to Article 13.6 of the Regulation or a decision to suspend payments according to 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 FMC, been engaged in corruption, fraud or similar activities or has not taken the appropriate measures to detect or prevent such activities or, if they have occurred, nullify their effects.

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

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

Article 5.3
Waiver of responsibility

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

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

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

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

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

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

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.

Article 5.4
Entry into force and duration

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

For the Donors	For the National Focal Point
Signed in Warsaw on 08/03/2019	Signed in Warsaw on 08/03/2019
.....	.....
Olav Myklebust	Jerzy Kwieciński
Ambassador Royal Norwegian Embassy, Poland	Ministry of Investment and Economic Development

Annex I to the Programme Agreement

Programme Operators and Partners	
Programme Operator:	Foundation for the Development of the Education System
Donor Programme Partner:	Directorate for Higher Education and Skills (HK-DIR) National Agency for International Education Affairs (AIBA) Icelandic Centre for Research (RANNIS)
IPO:	-
Other Programme Partner(s):	-

Programme Objective	Enhanced human capital and knowledge base

PA	Outcome/Output	Expected programme results	Indicator	Disaggregation	Unit of measurement	Source of verification	Frequency of reporting	Baseline values	Baseline year	Target value
PA03	Outcome 1	Improved skills and competences of students and staff in all fields of education	Share of participating students assessed by their education institution as having improved their level of competence (excluding VET)	N/A	Percentage	Survey results	Annually (APR)	N/A	N/A	80 %
			Number of ECTS credits received by the higher education students in mobility projects	N/A	Cumulative number	Project Promoters' and Partners' records	Annually (APR)	N/A	N/A	6,000
			Share of participating staff assessed by their employer as having improved skills/competences in their field of work (excluding VET)	N/A	Percentage	Survey results	Annually (APR)	N/A	N/A	80 %
			Share of participating VET staff assessed by their employer as having improved	N/A	Percentage	Survey results	Annually (APR)	N/A	N/A	80 %

			skills/competences in their field of work							
			Share of participating VET students assessed by their education institution as having improved their level of competence	N/A	Percentage	Survey results	Annually (APR)	N/A	N/A	80 %
			Share of staff participating in institutional cooperation who express satisfaction with the mobility/ exchange	N/A	Percentage	Survey results	Annually (APR)	N/A	N/A	80 %
			Share of students who declare satisfaction with the mobility	N/A	Percentage	Survey results	Annually (APR)	N/A	N/A	80 %
			Number of joint intellectual outputs created in cooperation projects (studies, curricula, teaching materials, papers, etc.)	N/A	Cumulative number	Project Promoters' records, projects documentation	Semi-annually (APR and September IFR)	0	N/A	200
	Output 1.1	Professional development of staff (mobility of staff for capacity building at all levels and for all types of education)	Number of Polish managerial staff taking part in professional development activities[1]	Gender, Level of education	Cumulative number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	300
			Number of Polish staff taking part in job shadowing	Gender, Level of education	Cumulative number	Project Promoters' records, Proofs of attendance	Semi-annually (APR and September IFR)	0	N/A	250
			Number of Polish staff taking part in conferences on education	N/A	Cumulative number	Project Promoters' records, Proofs of attendance	Semi-annually (APR and September IFR)	0	N/A	250

[1] e.g. schools/ university managers, inspection of schools, monitoring, staff of institutions/units responsible for quality, for policy development, other management.

			Number of action plans launched by educational establishment in all sectors	N/A	Cumulative number	Project Promoters' and Partners' records	Semi-annually (APR and September IFR)	0	N/A	40
	Output 1.2	Mobility of staff and students in higher education (HE)	Number of staff from beneficiary states taking part in HE mobility projects	Donor State, Gender, Level of education	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	265
			Number of staff from donor states taking part in HE mobility projects	Donor State, Gender, Level of education	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	35
			Number of students from beneficiary states taking part in HE mobility projects	Donor State, Gender, Level of education	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	315
			Number of students from donor states taking part in HE mobility projects	Donor State, Gender, Level of education	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	25
	Output 1.3	Enhanced quality and relevance of vocational education and training (VET) and continuing education	Number of school curricula redesigned for VET/ continuing education	N/A	Cumulative number	Project Promoters' and Partners' records	Semi-annually (APR and September IFR)	0	N/A	30
			Number of educational staff trained	Gender	Cumulative number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	600
			Number of VET apprentices supported	Gender, Type of institution/enterprise	Cumulative number	Project Promoters' records, Partner	Semi-annually (APR and	0	N/A	450

						employers' records	September IFR)			
			Number of staff benefitting from exchanges within the VET/continuing education projects	Gender, Type of institution/enterprise	Cumulative number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	390
			Number of schools offering enhanced VET training modules/ methods	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	30
			Number of education institutions offering new/redesigned education offers/ programmes/courses	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	30
	Output 1.4	Enhanced quality and relevance of education at all levels and forms	Number of school curricula redesigned (excluding VET/continuing education)	N/A	Cumulative number	Project Promoters' and Partners' records	Semi-annually (APR and September IFR)	0	N/A	30
			Number of local/regional/national educational authorities involved in the projects	N/A	Cumulative number	Projects documentation	Semi-annually (APR and September IFR)	0	N/A	15
			Number of projects involving institutions from more than one sector of education	N/A	Cumulative number	Programme Operator's records	Semi-annually (APR and September IFR)	0	N/A	15
			Number of schools cooperating with Donor State education institutions	N/A	Cumulative number	Copies of contracts concluded with Project Promoters, Partnership agreements	Semi-annually (APR and September IFR)	0	N/A	50

						between Project Promoters and project partners				
			Number of education institutions offering new/redesigned education offers/ programmes/courses[2]	N/A	Cumulative number	Project Promoters' and Partners' records	Semi-annually (APR and September IFR)	0	N/A	30
PA03	Bilateral Outcome	Enhanced collaboration between beneficiary and donor state entities involved in the programme	Level of trust between cooperating entities in Beneficiary States and Donor States	N/A	Scale 1-7	Survey results	Annually (APR)	6.63[3]	N/A	4.5[4]
			Level of satisfaction with the partnership	N/A	Scale 1-7	Survey results	Annually (APR)	6.56[5]	N/A	4.5[6]
			Share of cooperating organisations that apply the knowledge acquired from bilateral partnership	N/A	Percentage	Survey results	Annually (APR)	N/A	N/A	50[7]
	Bilateral Output 1	Cooperation between donor state and beneficiary state entities facilitated	Number of training courses co-organised by donor and beneficiary state entities	N/A	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	60
			Number of projects involving cooperation with a donor project partner	N/A	Cumulative number	Copies of contracts concluded with Project Promoters, Partnership agreements	Semi-annually (APR and September IFR)	0	N/A	270

[2] The new curricula will focus on: inclusive education; lifelong learning; and vocational counselling (excluding VET).
[3] Survey to be carried out by the FMO
[4] Target is ≥4.5, and an increase on the baseline value
[5] Survey to be carried out by the FMO
[6] Target is ≥4.5, and an increase on the baseline value
[7] Target is minimum 50%

						between Project Promoters and project partners				

Conditions

General

Not applicable

Pre-eligibility

Not applicable

Pre-payment

Not applicable

Pre-completion

Not applicable

Post-completion

Not applicable

Eligibility of costs - period	**First date**	**Final date**
Eligibility of costs	21/12/2017	30/04/2025
Grant rate and co-financing		
Programme eligible expenditure (€)		€ 23,577,353
Programme grant rate (%)		85.00 %
Maximum amount of Programme grant - EEA Financial Mechanism (€)		€ 20,040,750
Maximum amount of Programme grant - Norwegian Financial Mechanism (€)		-
Maximum amount of Programme grant - Total (€)		€ 20,040,750

PA	Budget Heading	EEA Grants	Total grant	Programme grant rate	Programme co-financing	Programme eligible expenditure	Advance payment
PA03	Programme management	€ 1,655,000	€ 1,655,000	85.00 %	€ 292,059	€ 1,947,059	€ 250,000
PA03	Outcome 1 (EEA Grants)	€ 18,385,750	€ 18,385,750	85.00 %	€ 3,244,544	€ 21,630,294	€ 0
Total		**€ 20,040,750**	**€ 20,040,750**	**85.00 %**	**€ 3,536,603**	**€ 23,577,353**	**€ 250,000**

Retention of management costs	
Retention of management costs - Percentage of the management costs	10.00 %
Retention of management costs - Planned Euro value	€ 194,706

Education

Operational rules (Annex II)

1. **Programme summary**

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

The Programme Operator (PO) is the Foundation for the Development of the Education System (FRSE). The Directorate for Higher Education and Skills (HK-DIR), the National Agency for International Education Affairs (AIBA) and the Icelandic Centre for Research (RANNIS) are the Donor Programme Partners (DPP).

The Programme objective: ***"Enhanced human capital and knowledge base"*** shall be attained through projects to be selected within ***one outcome "Improved skills and competences of students and staff in all field of education"*** as a result of 2 rounds of calls for proposals. Calls for proposals for each of four components shall be launched according to the schedule in point 4.1, as detailed below:

- Component I — Professional Development of staff. This component will support two types of activities; a) Study visits (e.g. in the form of exchange of experience and job shadowing) in Donor States (DS) for persons working in the field of formal and non-formal education, and b) Intensive trainings in the field of education to be given by DS educational experts and organised for Polish education staff in Poland
- Component II — Mobility projects in Higher Education (HEI) for students and staff. This component will support student and staff through academic exchanges between Poland and the DS and practical placements for students, and exchanges for academic and administrative staff such as teaching assignments, participation at conferences and trainings, work shadowing, inviting staff from enterprises to teach students.
- Component III — Institutional cooperation for enhancement of quality and relevance of VET and Continuing Education. This component will support three types of projects; a) Improved VET/Continuing Education offer (e.g. redesigned curricula, improved cooperation with work-life environment, VET teachers trained), b) Exchange of experience, organization of joint initiatives by Polish and DS institutions (e.g. seminars, conferences, educational meetings; intensive training for learners and for teachers/trainers), c) Developed/improved VET and Continuing Education strategies and policies on local/regional/national level, with view to exploring how education can be a driver for local/regional development and d) Distance learning (only in the second call).
- Component IV — Institutional Cooperation for enhancement of quality and relevance of education at all levels and forms (excluding VET). This component will support three types of projects: a) Improved provision of schools, higher education, adult non-vocational education through better offer, b) Exchange of experience, organization of joint initiatives by Polish and DS institutions (e.g. seminars, conferences, educational meetings; intensive training for learners and for teachers/trainers; cultural event of an educational nature), c) Developed/improved strategies and policies in the areas of school, higher and adult education on local and regional level, with view to exploring how education can be a driver for local/regional development and d) Distance learning (only in the second call).

The area of 'child welfare education' shall be a priority area across all components. The PO shall prioritise applications, which address 'child welfare education' in the first round of call for proposals, by giving these extra points in the selection process.

2. Eligibility

2.1 Eligible applicants:

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

The following limitations shall be placed:

	Eligible applicants (project promoters)	Eligible project partners
Component I	Polish legal entities active in the field of formal and non-formal education.	Legal entities established in the Donors States and/or Poland[8]. VET-institutions in Switzerland, with a specific cooperation agreement with Liechtenstein Swiss universities with respect to students and staff of Liechtenstein nationality
Component II	Polish higher education institutions possessing an ECHE	
Component III	Polish legal entities engaged in VET and Continuing Education	
Component IV	Polish legal entities engaged in school education, higher education and adult education excluding VET	

Partnership with entities from the Donors States is mandatory within all projects selected under Component IIIb and Component IVb.

2.2 Special rules on eligibility of costs:

Chapter 8 of the Regulation contains the rules on eligibility of costs. The following exceptions are made:

In line with Article 8.4 of the Regulation, the project grant will take the form of the standard scales of unit costs contained in the Guideline for Educational Programmes and/or in the Erasmus+ programme Guide, as amended.

Expenditure actually incurred by project promoters or project partners shall not be eligible except in the case of special needs support and other exceptional costs specifically approved by the Programme Operator.

Indirect costs shall not be eligible in projects.

3. Bilateral relations

3.1 Bilateral relations

The programme shall contribute to strengthening bilateral relations between the Republic of Poland and the Donor States.

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

[8] In well justified cases, if involvement of partners from DS is not possible, partners from another BS can be invited, e.g. Institutional Cooperation projects for transferring innovative results.

The use of the funds for bilateral relations allocated to the programme shall be agreed in the Cooperation Committee. Parties of the bilateral initiatives might specifically be designated by the Cooperation Committee or selected through an open call procedure.

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):

Calls shall be launched on an annual basis, in accordance with the timetable indicated below. The amount made available per call shall be as stipulated below. Amounts uncommitted following one call may be transferred to subsequent calls under the same component. Savings in projects shall be made available to subsequent calls under the same component. The FMC shall be informed about transfers between components.

Call	Component	Estimated timing of the call	Total available amount	Minimum grant applied for	Maximum grant applied for
Call 1	Component 1	Q2 2019	€411,370	€1,975	€30,000
	Component II	Q1 2019	€900,000~~1,371,178~~	€20,000	€200,000
	Component III	Q2 2019	€2,100~~914~~,000	€35,000	€250,000
	Component IV	Q2 2019	€2,504,709	€35,000	€250,000
Call 2	Component 1	Q1 2021	€675~~822~~,334~~740~~	€1,975	€30,000
	Component II	Q1 2021	€968,381~~1,371,178~~	€20,000	€200,000
	Component III	Q1 2021	€56,570~~13~~,500~~89~~	€35,000	€250,000
	Component IV	Q1 2021	€8,500,000~~5,91616,339~~	€35,000	€250,000

4.2 Selection procedures:

The selection procedure outlined in Annex 2 to the Guideline for Educational Programme shall be followed in selecting projects of the calls for proposals launched under the Programme.

The role of the Donor Programme Partners in the selection procedure shall be in line with the Regulation. The Donor Programme Partners shall be full members of the Selection Committee, with the right to vote.

A Selection Committee shall be established for Components III and IV separately. The role of the Selection Committee with respect to ranking list acceptance shall be taken on by the Cooperation Committee for Components I and II.

Quality check will be done by external experts. Each project will be assessed by two experts independent of and external to the PO, except for Mobility Projects in HEIs (Component II) submitted by the Erasmus Charter for Higher Education holders, for which no content-related (quality) assessment will take place. The assessment of HEI mobilities (Component II) shall be based on the Erasmus+ Key Action 103 where the only requirement is to hold the Erasmus Charter for Higher Education.

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 an NGO or a social partner as defined in

Article 1.6 of the Regulation, the project grant rate maybe up to 90% of the 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.

5. Additional mechanisms within the Programme

5.1 Pre-defined projects

Not applicable

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.

Payments of the project grant shall take the form of advance instalment(s) and a payment of the final balance. Advanced payments are made up to 80% of the total project grant.

Depending on the type of project, duration of the project, size of the grant and the assessment of financial risk, projects are subject to different payment schedules.

The first advance instalment will be transferred to the project within 45 days from the signature of the project contract. Further advance instalment(s), where any, will be transferred to the project following the approval of the project interim report(s) and when at least 70% of the previous advance payment(s) is spent. The transfer shall be made within 10 days after approval of the interim report.

Upon approval of the final project report a final balance, if applicable, shall be made within 10 days.

An individual schedule of advance instalments for each project, their frequency and size shall be annexed to the project contract.

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

6.2 Verification of payment claims

Project Promoters shall submit interim report(s), where applicable, 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 through the interim or final reports will 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 by the Programme Operator.

The detailed procedure for verification of expenditure 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 provisions contained in the legal framework. The Programme Operator shall ensure that suitable and sufficient monitoring and reporting arrangement are made with the project promoters in order to enable the Programme Operator and the National Focal Point to meet its obligation to the Donor States.

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 Regulations, the Information and Communication Requirements in Annex 3 of the Regulations and the Communication plan for the programme.

8. Miscellaneous
Notwithstanding Article 6.9 of the Regulation, and pursuant to section 4.1 of Annex II, the FMC shall aim to provide feedback to any proposal regarding reallocation of funds between the components as specified in section I of Annex II, within two weeks following the receipt of the proposal.