Norwegian Financial Mechanism 2014-2021

PROGRAMME AGREEMENT

between

The Norwegian Ministry of Foreign Affairs

and

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

together hereinafter referred to as the "Parties"

for the financing of the Programme "Home Affairs"

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	For the National Focal Point
Signed in Warsaw on 12/09/2019	Signed in Warsaw on 12/09/2019
.....	.....
Olav Myklebust	Jerzy Kwieciński
Ambassador Royal Norwegian Embassy, Poland	Minister of Investment and Economic Development

Annex I to the Programme Agreement

Programme Operators and Partners	
Programme Operator:	Ministry of Interior and Administration
Donor Programme Partner:	Norwegian Directorate for Civil Protection (DSB) Norwegian Ministry of Justice and Public Security (NMOJ)
IPO:	-
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
PA18	Outcome 1	Increased capacity in the area of asylum and migration	Number of beneficiaries of services provided or improved	Gender	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	1,000
			Number of minors, including unaccompanied minor asylum seekers, provided with support	Gender, Unaccompanied minor asylum seeker	Cumulative number	Project Promoter's records	Annually (APR)	0	N/A	400
	Output 1.1	Enhanced support for migrants and asylum seekers	Number of centres for migrants and asylum seekers improved with additional services	N/A	Cumulative number	Periodic Project Promoters' report	Semi-annually (APR and September IFR)	0	N/A	11
			Number of professional staff trained in the area of voluntary returns	Gender	Cumulative number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	100
			Number of professional staff trained in the area of support for unaccompanied asylum	Gender	Cumulative number	Project Promoters' records,	Semi-annually (APR and September IFR)	0	N/A	100

			seeking minors and other vulnerable groups			Attendance sheets				
	Output 1.2	Improved co-ordination and capacity building between relevant authorities and NGO	Number of initiatives organised in cooperation with NGOs	N/A	Cumulative number	Periodic Project Promoters' report	Semi-annually (APR and September IFR)	0	N/A	5
PA20	Outcome 2	Improved capacity of law enforcement services to prevent and detect the organised crime	Level of competence of law enforcement units at a regional level in prevention and detection of organised crime	N/A	Scale 1-9	Survey results	2024	4.28	2022	7
			A new standard for organised crime prevention developed and adapted by law enforcement authorities	N/A	Binary	Periodic Project Promoters' report	Annually (APR)	No	N/A	Yes
			Level of competences of police officers in the field of false documents detection	N/A	Scale 1-9	Survey results	2024	4.28	2021	7
	Output 2.1	Increased efficiency of Polish law enforcement services supported	Number of professional staff trained in crime prevention and investigation	Gender	Cumulative number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	700
			Number of institutions, including Regional Forensic Laboratories of the Police, possessing highly-specialised equipment	N/A	Cumulative number	Periodic Project Promoters' report	Semi-annually (APR and September IFR)	0	N/A	20
			Creation of an IT tool to combat cybercriminal threats, including breaking cryptographic security and reading data from mobile devices.	N/A	Binary	Periodic Project Promoters' report	Semi-annually (APR and September IFR)	No	N/A	Yes

			Creation of the new system for service dogs training	N/A	Binary	Periodic Project Promoters' report	Semi-annually (APR and September IFR)	No	N/A	Yes
	Output 2.2	Improved effectiveness of international cooperation between law enforcement services supported	Number of foreign institutions engaged	N/A	Cumulative number	Periodic Project Promoters' report	Semi-annually (APR and September IFR)	0	N/A	7
			Number of study visits within projects	N/A	Cumulative number	Periodic Project Promoters' report	Semi-annually (APR and September IFR)	0	N/A	5
			Creation and dissemination of common standards in cybersecurity	N/A	Binary	Periodic Project Promoters' report	Semi-annually (APR and September IFR)	No	N/A	Yes
			Creation of the good practices in effective cooperation between the police and non-police entities in the field of searching for criminals	N/A	Binary	Periodic Project Promoters' report	Semi-annually (APR and September IFR)	No	N/A	Yes
PA23	Outcome 3	Enhanced prevention and preparedness to Chemical, Radiological, Biological, Nuclear and Explosive hazards in Poland	Level of compliance with NATO standards concerning CBRNE prevention and preparedness	N/A	Scale 1-5	Survey results	2024	2	2019	4
			Level of competence of participant institutions in the field of preventing and combating CBRNE threats	N/A	Scale 1-9	Survey results	2024	4.95[1]	2021	7
	Output 3.1	Enhancement of the incident response	Establishment of the National CBRNE system	N/A	Binary	Periodic Project Promoters' report	Semi-annually (APR and September IFR)	No	N/A	Yes

[1] TBD

		system, as well as prevention, preparedness and recovery	Internal Security Agency and relevant authorities provided with specialised equipment	N/A	Binary	Periodic Project Promoters' report	Semi-annually (APR and September IFR)	No	N/A	Yes
			Number of law enforcement services involved in enhancement of system	N/A	Cumulative number	Periodic Project Promoters' report	Semi-annually (APR and September IFR)	0	N/A	1
			Number of foreign institutions involved in programme activities	N/A	Cumulative number	Periodic Project Promoters' report	Semi-annually (APR and September IFR)	0	N/A	2
			Number of professional staff trained	Gender	Cumulative number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	100
PA18	Bilateral Outcome	Enhanced collaboration between Polish and Norwegian entities involved in the "Home Affairs" Programme	Share of cooperating organisations that apply the knowledge acquired from bilateral partnership	N/A	Percentage	Survey results	Annually (APR)	N/A	N/A	50 %[2]
			Level of satisfaction with the partnership	N/A	Scale 1-7	Survey results	Annually (APR)	5.7[3]	N/A	4.5[4]
			Level of trust between cooperating entities in Beneficiary States and Donor States	N/A	Scale 1-7	Survey results	Annually (APR)	6.13[5]	N/A	4.5[6]
	Bilateral Output 1	Capacity building provided on strengthening	Number of seminars, training and workshops between Polish and Norwegian law enforcement services	N/A	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	10

[2] Target is minimum 50%
[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

		of the rule of law	Number of projects involving cooperation with a donor project partner	N/A	Cumulative number	Copies of contracts concluded with Project Promoters, Partnership agreements between Project Promoters and project partners	Semi-annually (APR and September IFR)	0	N/A	5
			Number of staff from beneficiary states participating in project's activities in Norway	Gender, Donor State	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	15
			Number of staff from donor states participating in project's activities in Poland for at least 2 working days	Gender, Donor State	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	20

Conditions

General

1. No more than 60% of the total eligible expenditure of the programme shall be available for infrastructure (hard measures).

2. The National Focal Point shall ensure that the Programme Operator seeks to ensure synergies with programme Justice in order to strengthen the justice chain.

3. The National Focal Point shall ensure that the Programme Operator takes all reasonable measures to reallocate any savings under pre-defined project "The Process of Coordination and Standardisation in the Field of CBRNE as an Element of Prevention, Preparedness and Response" (PDP6) primarily to the open calls or to projects selected under the open calls.

4. The National Focal Point shall ensure that the Programme Operator ensures that an ex ante control of public procurement procedures and documentation (Limited to public procurement procedures (review of tender documentation) pursuant to the national public procurement legislation) carried out for the pre-defined projects under section 5.1 of Annex II to the Programme Agreement, is carried out by a competent independent entity, other than the respective project promoter. The ex-ante control methodology shall be detailed in the managament and control system description of the Programme Operator.

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

- Keep any buildings purchased, constructed, renovated or reconstructed under the project in their ownership for a period of at least 5 years following the completion of the project and continue to use such buildings for the benefit of the overall objectives of the project for the same period;
- Keep any buildings purchased, constructed, renovated or reconstructed under the project properly insured against losses such as fire, theft and other normally insurable incidents both during project implementation and for at least 5 years following the completion of the project; and
- Set aside appropriate resources for the maintenance of any buildings purchased, constructed, renovated or reconstructed under the project for at least 5 years following the completion of the project. The specific means for implementation of this obligation shall be specified in the project contract

6. For the following Outcome 2 indicators, where the baseline value is “to be determined” (TBD), the Programme Operator shall submit to the FMO the baseline values, together with a description of the data collection methods used, no later than three months after signing of the project contracts in the relevant projects. The updated baseline values shall be agreed upon through a modification of the programme agreement:

- Outcome 2:Level of competence of law enforcement units at a regional level in prevention and detection of organised crime; Level of competences of police officers in the field of false documents detection
- Outcome 3: Level of competence of participant institutions

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 (€)		€ 22,639,412
Programme grant rate (%)		85.00 %
Maximum amount of Programme grant - EEA Financial Mechanism (€)		-
Maximum amount of Programme grant - Norwegian Financial Mechanism (€)		€ 19,243,500
Maximum amount of Programme grant - Total (€)		€ 19,243,500

PA	Budget Heading	Norway Grants	Total grant	Programme grant rate	Programme co-financing	Programme eligible expenditure	Advance payment
PA18	Programme management	€ 1,655,000	€ 1,655,000	85.00 %	€ 292,059	€ 1,947,059	€ 498,297
PA18	Outcome 1 (Norway Grants)	€ 2,973,389	€ 2,973,389	85.00 %	€ 524,716	€ 3,498,105	€ 247,000
PA20	Outcome 2 (Norway Grants)	€ 9,047,611	€ 9,047,611	85.00 %	€ 1,596,637	€ 10,644,248	€ 890,241
PA23	Outcome 3 (Norway Grants)	€ 5,567,500	€ 5,567,500	85.00 %	€ 982,500	€ 6,550,000	€ 1,225,319
Total		**€ 19,243,500**	**€ 19,243,500**	**85.00 %**	**€ 3,395,912**	**€ 22,639,412**	**€ 2,860,857**

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

Home Affairs

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 Donor States. 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 Polish Ministry of Interior and Administration (Department of the European Funds) with support from the European Projects Implementation Centre. The Norwegian Ministry of Justice and Public Security (NMOJ) and the Norwegian Directorate for Civil Protection are the Donor Programme Partners (DPPs).

The programme's ***objective 'Strengthened rule of law'*** shall be attained through three outcomes:

- The programme shall support the ***'Increased capacity in the area of asylum and migration' (Outcome 1)*** by way of
  - one pre-defined project: 'Protect minors, including unaccompanied minor asylum seekers, from abuse' (PDP 1) and
  - one open call (Call 2) aiming to support projects
    - providing information, psychological and legal assistance to migrants and asylum seekers;
    - on improving knowledge of professional staff on voluntary returns,
    - aiming to provide help to unaccompanied asylum-seeking minors, by way of training professional staff
    - project supporting cooperation between public entities and NGOs, as well as bilateral and international cooperation shall be granted extra points during evaluation.
- The programme shall support the outcome ***'Improved capacity of law enforcement services to prevent and detect organised crime' (Outcome 2)*** by way of four pre-defined projects:
  - 'Improving the process of gathering, analysis and estimation of evidence in the area of fight against cross-border cybercrime with use of IT labs network of the Polish Police' (PDP 2);
  - 'Police and non-police international cooperation in the search for the most dangerous criminals in Europe (PDP 3);
  - 'Documents – Safety and Control, including Tactical ID-control' (PDP 4);
  - 'Strengthening of the EU borders protection through the development of cynological training activities, infrastructure expansion, redevelopment and upgrading' (PDP 5)
  - and one open call (Call 1) aiming to support projects
    - providing officers of the law enforcement services with access to new technologies and appropriate training
    - elements of international cooperation, including engagement of Eurojust, Europol, Interpol, Frontex; proposals related to trafficking (THB), domestic- or gender-based violence, and those addressing stakeholders in the justice chain shall be granted extra points during evaluation.

- The programme shall support the outcome ***'Enhanced prevention and preparedness to chemical, radiological, biological, nuclear and explosive hazards in Poland' (Outcome 3)*** by way of one pre-defined project 'The Process of Coordination and Standardisation in the Field of CBRNE as an Element of Prevention, Preparedness and Response'(PDP 6).

2. Eligibility

2.1 Eligible applicants:
The rules on eligibility of applicants and project partners are set in Article 7.2 of the Regulation. The following limitations shall be placed:

Outcome	Call	Eligible applicants (project promoters)	Eligible partner
Outcome 1 'Increased capacity in the area of asylum and migration'	Call 2	- public entity (institutions from the public finance sector) in accordance with the Polish Public Finance Act -non-governmental organisations established as a legal person in Poland active in the area of asylum and migration -international organizations or body or agency thereof active in the area of asylum and migration	- public entity (institutions from the public finance sector) in accordance with the Polish Public Finance Act - non-governmental organisations established as a legal person either in Norway, Poland, other Beneficiary States or a country outside the European Economic Area that has a common border with Poland, active in the area of asylum and migration - international organisation or body or agency thereof active in the area of asylum and migration
Outcome 2 Improved capacity of law enforcement services to prevent and detect organised crime	Call 1	- public entity (institutions from the public finance sector) in accordance with the Polish Public Finance Act -non-governmental organisations active in the area of international police cooperation and combating crime established as a legal person in Poland -international organizations or body or agency thereof active in the area of international police cooperation and combating crime	- public entity (institutions from the public finance sector) in accordance with the Polish Public Finance Act - non-governmental organisations established as a legal person either in Norway, Poland, other Beneficiary States or a country outside the European Economic Area that has a common border with Poland, active in the area of international police cooperation and combating crime - international organisation or body or agency thereof active in the area of international police cooperation and combating crime

2.2 Special rules on eligibility of costs:
Costs are eligible in accordance with chapter 8 of the Regulation. Article 8.5.1. (d) as method for identifying indirect costs shall not be applied.

3. Bilateral relations
3.1 Bilateral relations
The programme shall contribute to strengthening bilateral relations between Poland and the Donor States.

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

Funds earmarked for bilateral relations under the Programme can be used for among others: bilateral activities related to the improvement of road safety.

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):

The Programme Operator shall organise two open call for proposals. In case funds remain uncommitted further to the selection of projects, the Programme Operator may launch additional calls.

Call	Outcome	Estimated timing of the call	Total available amount (€)	Planned minimum grant amount per project (€)	Planned maximum grant amount per project (€)
Call 1	Outcome 2	Q3 2019	4,701,069	200,000	1,500,000
Call 2	Outcome 1	Q1 2020	3,172,000	200,000	1,500,000

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 the award of grants.

The details of the selection criteria together with the text of the open call for proposals shall be discussed and agreed in the Cooperation Committee.

The European Projects Implementation Centre (EPIC) shall be responsible for reviewing the applications for compliance with administrative and eligibility criteria. The applicants shall be provided with the possibility to provide additional information or documents to determine the compliance with these criteria. The applicants whose application are rejected at this stage shall be given reasonable time to appeal that decision to the NFP.

Each application that meets the administrative and eligibility criteria shall be reviewed by two impartial experts. One of the experts shall be from the Programme Operator or EPIC, while at least one of the experts shall be independent of and external to the Programme Operator and EPIC. 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 30% of the higher score, a third expert, who shall be impartial and independent of the Programme Operator as well as of the members of the Selection Committee, shall be commissioned by the Programme Operator. 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 one Selection Committee. The Selection Committee shall consist of a Chairperson and a Secretary – representatives of the Programme Operator – without voting rights. Selection Committee shall consist of at least 4 voting members, including 2 representatives appointed by the Programme Operator, and 2 representatives of the DPP. Representatives of the National Focal Point and the NMFA, shall be invited to participate in the Selection Committee as observers. Rules of procedure of the Selection Committee and the exact number of voting member shall be further discussed and agreed in the Cooperation Committee.

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 Selection Committee may modify the ranking of the projects in justified cases. 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 the minutes and the list of the recommended projects, together with a reserve list and the list of rejected project applications and the reason for their rejection, to the Programme Operator.

The final recommendation on projects shall be made by the Inter-ministerial Team for the Home Affairs European Funds[1].

The Programme Operator shall verify that the selection process has been conducted in accordance with the Regulation and that the grant award recommendations of the Selection Committee comply with the rules and objectives of the Programme. Following such verification, the Programme Operator shall decide which projects shall be supported.

The Programme Operator shall notify the applicants about the results of the selection process within reasonable time and publicise the results. All unsuccessful applicants shall be provided with a brief description of the reasons for the decision.

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[1] Assisting authority of the Prime Minister. The Team's tasks include coordination of programming and implementation of funds inter alia NFM 2014-2021. The Team consists of chairman – secretary or undersecretary of state appointed by the Ministry of Interior and Administration; 2) deputy chairman – director or deputy director of the organizational unit competent for European financial instruments in the area of internal affairs; other members: secretary or undersecretary of state designated by the: - Minister of Foreign Affairs,- Minister of Justice,- Minister of Family, Labour and Social Policy,- Minister of Investment and Development,- Minister of public finance; and Head of the Customs Service, Head of the Internal Security Agency, Head of the Office for Foreigners, Chief Police Commander, Chief Commander of the Border Guard, Commander-in-Chief of the State Fire Service; secretary - the director or deputy director of the organizational unit competent in matters of European financial instruments from the internal affairs area

4.3 Project grant rate:

Grants 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 and, in the case, where the project promoter is an international organisations or agency or body thereof, 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. 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) "Protect minors, including unaccompanied minor asylum seekers, from abuse"

Project Promoter:	Office for Foreigners
Other project partner(s):	Empowering Children Foundation Polish Border Guard
Total maximum eligible costs:	€ 461,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 461,000

The project shall contribute to Outcome 1 'Increased capacity in the area of asylum and migration'.

The main activities in the project shall include:

- Central trainings: for Border Guard employees and refugee centres. including open training sessions for staff. Policy issues will be discussed and there will be focus on how to recognize symptoms of child abuse and how to intervene in such cases.
- Training in centres for foreigners, also staff from the reception centres. The training will consist of training sessions/workshops covering skills training on how to recognise symptoms of child abuse
- Preparation training for conducting workshops and consultations in centres for foreigners, including training of representatives from non-governmental organisations. These sessions will focus on the children and their parents from all over Poland.
- Consultations for employees of the Centres for Foreigners and the Polish Border Guard on a case-by-case basis, including consultations on issues regarding protection of children involving specialists from the Empowering Children Foundation.
- Socio-therapeutic workshops for minors at the centres, including children and youth staying at the centres. Workshops and consultations will be carried out by at least 2 people, experts from the Empowering Children Foundation or external experts who have completed the above preparatory training. Children and youth will benefit from this activity.
- Classes for parents on bringing up children without the use of violence, including establishing two support groups for parents consisting of meetings with parents where the emphasis will be on the development of skills to avoid the use of violence. Also, there will be workshops and consultations for parents to further develop skills in raising children.
- Develop educational material on the protection of children, including the production of posters, brochures and leaflets in different languages (Russian, Ukrainian, Chechen).
- Procurement of equipment in four of the centres, including interactive toys, playground facilities and gyms for children in the centres.
- Procurement of presentation equipment to be used at the above training and information sessions

2) "Improving the process of gathering, analysis and estimation of evidence in the area of fight against cross-border cybercrime with use of IT labs network of the Polish Police"

Project Promoter:	Commander-in-Chief of the Police
Donor project partner(s):	Norwegian Police University College
Total maximum eligible costs:	€ 4,424,625
Project grant rate:	100.00 %
Maximum project grant amount:	€ 4,424,625

The project shall contribute to Outcome 2 'Improved capacity of law enforcement services to prevent and detect organised crime'.

The main activities in the project shall include:

- Study visits for staff from CFLP to other European countries to learn new methods.
- Training sessions, including advanced analysis of mobile devices by the Norwegian police and involving staff from CFLP and IT labs located within the Voivodship Police Headquarters. The training will take place in Poland.
- Training in malware analysis involving specialists from the Norwegian partner.
- Training in securing volatile data involving specialists from the Norwegian Police University College in Oslo, also training in the decryption of encrypted data, recovery of data from damaged mobile devices and network forensics intermediate course.
- Procurement of specialised equipment and software for CFLP and IT labs located within the Voivodship Police Headquarters to enable specialists to apply the above methods.

- Promotion of the project by organising three events and the procurement of some promotional material (pens, booklets, portable storage devices, etc)

3) "Police and non-police international cooperation in the search for the most dangerous criminals in Europe"

Project Promoter:	Centre for Missing People at the National Police Headquarters
Donor project partner(s):	Norwegian National Crime Investigation Service (KRIPOS)
Total maximum eligible costs:	€ 294,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 294,000

The project shall contribute to Outcome 2 'Improved capacity of law enforcement services to prevent and detect organised crime'.

The main activities in the project shall include:

- Study visits to Norway, involving representatives of Polish Police and from Norwegian police (representatives of FAST Norway, National Criminal Investigation Service). Representatives of both countries will exchange good practices and experiences in the field of searching for criminals, which will results in strengthened cooperation. The following symposiums are foreseen:
    - Symposium no. 1: Polish Police will organise and conduct a training course in international cooperation in the field of searching for the most dangerous criminals.
    - Symposium no. 2: Training in the use of technical support measures and cooperation with external entities (also from private sector) in the search for the most dangerous criminals.
    - Symposium no. 3: Training in national and European cooperation of law enforcement authorities with representatives of judicial authorities and non-police entities in the search for the most dangerous criminals and realisation of the European Arrest Warrant.
- Post-conference booklet will be created, translated into English and distributed.

4) "Documents – Safety and Control, including Tactical ID-control"

Project Promoter:	Warsaw Metropolitan Police
Donor project partner(s):	Norwegian ID Centre (NID)
Other project partner(s):	National Police Headquarters Polish Security Printing Works
Total maximum eligible costs:	€ 776,629
Project grant rate:	100.00 %
Maximum project grant amount:	€ 776,629

The project shall contribute to Outcome 2 'Improved capacity of law enforcement services to prevent and detect organised crime'.

The main activities in the project shall include:

- Inaugural conference and coaching

    - conference and trainings (Polish police officers and from Polish Security Printing Works) will be organized and coordinated by the Warsaw Metropolitan Police (WMP), and coaching will be conducted by experts from the Norwegian ID Centre and international experts from the Border Guard.
- After the inaugural conference training for trainers will take place. The WMP will purchase the necessary equipment to carry out trainings, create a training plan and materials, presentations, brochures.
- 2nd line training: Through the trained trainers from 1st line of training, the Police Headquarters will choose officers to undergo 2nd line training. The Polish Security Printing Works will select employees for 2nd line training.

5) "Strengthening of the EU borders protection through the development of cynological training activities, infrastructure expansion, redevelopment and upgrading"

Project Promoter:	Commander of the Border Guard Centre for Specialized Training
Other project partner(s):	Cynological Centre of the State Border Guard Service of Ukraine in Velyki Mosty State Border Guard Service of the Republic of Lithuania
Total maximum eligible costs:	€ 535,030
Project grant rate:	100.00 %
Maximum project grant amount:	€ 535,030

The project shall contribute to Outcome 2 'Improved capacity of law enforcement services to prevent and detect organised crime'

The main activities in the project shall include:

- Purchase of the necessary equipment to train candidates to become instructors including the equipment for activities with dogs and for conferences/seminars.
- Purchase of vehicles for dogs, necessary for the training of instructors and transporting respective training groups.
- Monitoring visit organised by the Border Guard Centre for Specialized Training (BGCST). Representatives from Ukraine and Lithuania Border Guard will participate.
    - The aim of the monitoring is to assess the achievements and the level of preparation of the candidates for the instructors, in order to determine the need for possible changes and corrections in the training program.
- International cynological conference at the BGCST in Lubań (project opening conference)
    - The main aims of this conference are discussion of the project and the expected effects of the project, defining the level of knowledge of trainers/experts from Ukraine and Lithuania and exchange experiences with them, and how to promote of the project.
- International cynological seminar at the BGCST in Lubań
    - The aim is to improve knowledge and skills in dog handling, and exchange experience in solving problems. The group of trainees will include Polish and foreign participants.
- Instructor's trainings courses (2 editions) involving experts from Lithuania and Ukraine
    - Representatives of the project partners will take part as experts in the sessions (classes) during the training period. The experts will provide the target group with their knowledge and they will share their experience in the field of dog handling. The aim of the training is to prepare instructors who have the necessary qualifications to carry out instructor’s training in dog handling.
- International cynological competition

- Participants of the trainings (trained instructors) will take part in the competition which will allow to verify the acquired knowledge and skills

6) "The Process of Coordination and Standardisation in the Field of CBRNE as an Element of Prevention, Preparedness and Response"

Project Promoter:	Internal Security Agency
Donor project partner(s):	Norwegian Defence Research Establishment Norwegian Directorate for Civil Protection (DSB)
Other project partner(s):	The Main School of Fire Service Government Centre for Security Ministry of Health - Poland Institute of Immunology and Experimental Therapy at the Polish Academy of Science National Atomic Energy Agency University of Lodz Jagiellonian University Medical College Cybernetics Faculty of Military University of Technology Institute of Optoelectronics of Military University of Technology
Total maximum eligible costs:	€ 7,250,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 7,250,000

The project shall contribute to Outcome 3 'Enhanced prevention and preparedness to chemical, radiological, biological, nuclear and explosive hazards in Poland'.

The main activities in the project shall include:

- The project will consist of two modules, one focusing on activities regarding analysis, the other focusing on the implementation of training modules and standard procedures. A review on the systemic gaps and analysis of these shortcomings will form the basis for the creation of a national CBRNE coordination and standardisation system.
  - All actions will be divided into Working Packages that will be aiming towards creation of a National CBRNE Coordination and Standardisation System (NCSS CBRNE).
  - Review and analysis of systemic gaps revealed by the CBRN Shield 2017 exercise.
  - Launching a system of alerts on CBRNE threats.
  - Establishing innovative training platform.
  - Development of standardized procedures for dealing with victims.
  - Functional testing of equipment to validate the quality and functionality.
  - Establishment and development of a Polish CBRNE working group.
- The project will enhance the incident response system, including the prevention, preparedness and recovery and better coordination between different authorities by
  - The training of professional staff.
  - Establishing a national CBRNE System.
  - Procurement of some specialised equipment.

5.2 Financial Instruments

Not applicable.

6. Programme Management

6.1 Payment flows

The system of payments to projects whose Project Promoters are entities other than State budgetary units:

The Programme Operator shall ensure timely transfer of an advance payment, interim payment(s) and a payment of the final balance to the Project Promoter. The total amount of the advance and interim payment(s) shall not exceed 90% of the total maximum project grant amount.

The advance payment of up to 50% of the total project grant amount will be transferred to the project within 21 days from the signature of the project contract, and upon receipt of the advance payment request and the advanced payment guarantee.

The interim payment(s) in the form of pre-financing will be transferred to the project following the approval of the project interim report(s) accompanied by the payment request. These may be paid when at least 70% of the previous payment(s) has been certified by the Programme Operator. The interim payment(s) shall be paid within 21 days of the approval of the project report(s).

Upon approval of the final project report accompanied by the final payment request, a final balance, if applicable, shall be made within 21 days. Where the total amount of earlier payment(s) is higher than the final amount of the grant, the payment of the balance will take the form of recovery.

The payment schedule and reporting periods for each project shall be annexed to the project contract.

The system of payments to projects whose Project Promoters are State budgetary units:

Project Promoters who are the State budgetary units secure funds for the projects' completion in their respective budgets and follow their respective budgetary procedures for the settlement of incurred expenditure

6.2 Verification of payment claims

Project Promoters shall submit interim and final project reports containing information on project progress and incurred expenditure within 30 days from the end of the previous reporting period. Payment claims form an integral part of interim and final reports.

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.

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 this Agreement. 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 to meet its obligations to the FMO and 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

The Programme Operator shall be supported by the European Projects Implementation Centre of the Ministry of Interior and Administration in the implementation of the Programme. Certain responsibilities given to the Programme Operator shall be assigned to EPIC, including but not limited to verification of projects, approval of payments to projects, project monitoring. The role of EPIC shall not affect the responsibilities of the Programme Operator related to the policy, strategic and/or bilateral aspects of the implementation of the programme. The expenditures incurred by EPIC related to the implementation of the assigned responsibilities shall be covered from the Programme's management cost, as stipulated in Annex I to programme agreement.

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.