EEA Financial Mechanism 2014-2021

PROGRAMME AGREEMENT

between

The Financial Mechanism Committee
established by Iceland, Liechtenstein and Norway

and

The National Management Unit,
hereinafter referred to as the "National Focal Point",
representing Portugal,
hereinafter referred to as the "Beneficiary State"

together hereinafter referred to as the "Parties"

for the financing of the Programme "Work-life Balance and Gender Equality"

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

Signed in Oslo on 25/01/2019

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Niels Engelschiøn
Chairman of EEA Financial Mechanism Committee

For the National Focal Point

Signed in Brussels on 23/01/2019

.....
Susana Ramos
Head of the National Focal Point

Annex I to the Programme Agreement

Programme Operators and Partners	
Programme Operator:	Commission for Citizenship and Gender Equality (CIG)
Donor Programme Partner:	The Equality and Anti-discrimination Ombud (LDO)
IPO:	-
Other Programme Partner(s):	-

Programme Objective	Work-life balance improved

PA	Outcome/Output	Expected programme results	Indicator	Disaggregation	Unit of measurement	Source of verification	Frequency of reporting	Baseline values	Baseline year	Target value
PA04	Outcome 1	Enhanced gender equal opportunities in the labour market	Number of companies applying gender equality instruments	N/A	Cumulative number	Project promoters' records	2022 and then annually	0	N/A	10
			Number of study programmes integrating gender equality as a quality criterion in their accreditation and assessment processes[1]	N/A	Cumulative number	Survey results	2022 and then annually	0	N/A	5
			Share of boys in the target group exhibiting changed understanding of masculinities[2]	N/A	Percentage	Project promoters' records	2024	N/A	N/A	80 %
	Output 1.1	Workplace-related gender equality instruments developed	Gender equality index for public or private employers developed	N/A	Binary	Copy of the index	Semi-annually (APR and September IFR)	No	N/A	Yes

[1] This includes HEI

[2] Traditional and/or stereotypical ideas of masculinity.

			IT interface for the monitoring platform developed	N/A	Binary	Project promoters' records	Semi-annually (APR and September IFR)	No	N/A	Yes
			Number of practical instruments for measuring workplace gender inequality developed	N/A	Cumulative number	Measurement instruments themselves	Semi-annually (APR and September IFR)	0	N/A	3
			Study on Equal Pay Standard elaborated	N/A	Binary	Copy of the study on Equal Pay Standard	Semi-annually (APR and September IFR)	No	N/A	Yes
			Number of professionals trained in the Equal Pay Standard	Gender	Cumulative number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	20
	Output 1.2	Pilot programme for women leaders developed	Number of companies participating in the programme for women leaders	N/A	Cumulative number	Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	30
			Number of women completing the leadership programme	N/A	Cumulative number	Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	30
	Output 1.3	Instruments to combat gender inequalities in education and vocational training developed	Guidelines for the integration of gender equality issues in curricula of key 1st cycle degrees designed	N/A	Binary	Copy of the Guidelines	Semi-annually (APR and September IFR)	No	N/A	Yes
			Number of boys in the project educated about gender equality	N/A	Cumulative number	Attendance sheets	Semi-annually (APR and	0	N/A	80

							September IFR)			
			Number of schools implementing projects to combat gender inequalities	N/A	Cumulative number	Project promoters' records	Semi-annually (APR and September IFR)	0	N/A	25
	Output 1.4	Knowledge on workplace-related gender equality generated	Number of economic gender equality analyses produced	N/A	Cumulative number	Copies of the analyses	Semi-annually (APR and September IFR)	0	N/A	4
			Number of white books produced based on the conducted gender equality analyses	N/A	Cumulative number	Copies of white books	Semi-annually (APR and September IFR)	0	N/A	4
PA16	Outcome 2	Improved accountability systems for women's equal participation	Share of targeted women and girls exhibiting improved understanding of the importance of participation	N/A	Percentage	Survey results	Semi-annually (APR and September IFR)	N/A	N/A	80 %
	Output 2.1	National statistics system on gender equality developed	Number of gender equality indicators defined by the National Statistical office	N/A	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	200
			Number of surveys on gender equality designed in accordance with Eurostat guidelines	N/A	Cumulative number	Copies of surveys themselves	Annually (APR)	0	N/A	2
			Platform for mapping gender equality in municipalities created	N/A	Binary	Project promoters' records	Semi-annually (APR and September IFR)	No	N/A	Yes
	Output 2.2	Gender equality mainstreaming at local and	Number of municipalities implementing gender mainstreaming	N/A	Cumulative number	Projects Promoter's records	Semi-annually (APR and	0	N/A	19

		regional level supported	instruments developed in FM 09-14				September IFR)			
			Number of professional staff trained on gender issues at local or regional level	Gender	Cumulative number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	190
PA22	Outcome 3	Improved system for the protection and prevention of domestic and gender-based violence	Number of beneficiaries of services provided or improved	Gender	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	300
			Share of professionals in the national support network satisfied with the shared information system	N/A	Percentage	Survey results	2020 and then annually	N/A	N/A	70 %[3]
	Output 3.1	Domestic and gender-based violence prevention programmes supported	Number of prevention programmes for domestic and gender-based violence supported	N/A	Cumulative number	Project Promoters' records - projects selected under the Small Grant Scheme 5	Semi-annually (APR and September IFR)	0	N/A	5
			Number of professionals trained in the prevention of domestic and gender-based violence	Gender	Cumulative number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	20
	Output 3.2	Effectiveness of legislation and policies on domestic and gender-based violence assessed	Recommendations developed based on the study on the effectiveness of restriction orders	N/A	Binary	Copy of the recommendations	Semi-annually (APR and September IFR)	No	N/A	Yes
			Study on effectiveness of restriction order for perpetrators of domestic	N/A	Binary	Copy of the study	Semi-annually (APR and	No	N/A	Yes

[3] Target is minimum 70%

			and gender-based violence published				September IFR)			
	Output 3.3	Model system for coordinated multidisciplinary response to domestic and gender-based violence developed	Guidelines for the shared information system published	N/A	Binary	Copy of the Guidelines	Semi-annually (APR and September IFR)	No	N/A	Yes
			Number of professionals trained in the shared information system	Gender	Cumulative number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	150
	Output 3.4	Model system for early psychological support and intervention in trauma related to domestic violence	Guidelines for the Model system for early psychological intervention in trauma related to domestic violence elaborated	N/A	Binary	Copy of the Guidelines	Annually (APR)	No	N/A	Yes
			Number of professionals trained in the model system for early psychological intervention in trauma related to domestic violence	Gender	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	210
			Share of children reached following domestic violence reported to police	N/A	Percentage	Project Promoters' records	Semi-annually (APR and September IFR)	0 %	N/A	30 %[4]
			Online training module for professionals in the field of domestic and gender-based violence launched	N/A	Binary	Online portal/website	Annually (APR)	No	N/A	Yes
	Output 3.5	Improved knowledge on	Number of assessments addressing violence	N/A	Cumulative number	Copies of assessments	Annually (APR)	0	N/A	4

[4] 30 % of the children and youth identified

		the situation of the victims of violence in the context of sexual exploitation	prevention, protection, and access to justice for victims							
			Policy recommendations developed for improving victim identification, assistance, protection, and reintegration	N/A	Binary	Copy of recommendations	Annually (APR)	No	N/A	Yes
			Manual developed on violence prevention, protection, rights, and reintegration of victims	N/A	Binary	Copy of manual	Annually (APR)	No	N/A	Yes
			Number of people reached by awareness raising campaigns	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	100
			Number of professionals and mediators trained	Gender	Cumulative number	Project Promoters' records	Annually (APR)	0	N/A	20
PA04	Bilateral Outcome	Enhanced collaboration between beneficiary and donor state entities involved in the programme	Level of satisfaction with the partnership	N/A	Scale 1-7	Survey results	Annually (APR)	6.43[5]	N/A	4.5[6]
			Level of trust between cooperating entities in Beneficiary States and Donor States	N/A	Scale 1-7	Survey results	Annually (APR)	6.64[7]	N/A	4.5[8]
			Share of cooperating organisations that apply the knowledge acquired from bilateral partnership	N/A	Percentage	Survey results	Annually (APR)	N/A	N/A	50 %[9]
	Bilateral Output 1	Bilateral partnerships	Number of projects involving cooperation	N/A	Cumulative number	Copies of contracts	Semi-annually	0	N/A	13

[5] Survey to be carried out by the FMO
[6] Target is ≥4.5, and an increase on the baseline value
[7] Survey to be carried out by the FMO
[8] Target is ≥4.5, and an increase on the baseline value
[9] Target is minimum 50%

		supported	with a donor project partner			concluded with Project Promoters, Partnership agreements between Project Promoters and project partners	(APR and September IFR)			
			Number of staff from beneficiary states in exchanges	Donor State, Gender, Type of exchange	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	10
			Number of staff from donor states in exchanges	Donor State, Gender, Type of exchange	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	10

Conditions

General

1. No more than 50% of the total eligible expenditure of the programme areas “Work-life Balance” (PA 04) and “Domestic and Gender-based Violence” (PA 22) shall be available for infrastructure (hard measures).

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	23/05/2017	30/04/2025
Grant rate and co-financing		
Programme eligible expenditure (€)		€ 7,176,471
Programme grant rate (%)		85.00 %
Maximum amount of Programme grant - EEA Financial Mechanism (€)		€ 6,100,000
Maximum amount of Programme grant - Norwegian Financial Mechanism (€)		-
Maximum amount of Programme grant - Total (€)		€ 6,100,000

PA	Budget Heading	EEA Grants	Total grant	Programme grant rate	Programme co-financing	Programme eligible expenditure	Advance payment
PA04	Programme management	€ 915,001	€ 915,001	85.00 %	€ 161,471	€ 1,076,471	€ 60,000
PA04	Outcome 1 (EEA Grants)	€ 2,168,305	€ 2,168,305	85.00 %	€ 382,642	€ 2,550,947	€ 109,500
PA16	Outcome 2 (EEA Grants)	€ 1,677,499	€ 1,677,499	85.00 %	€ 296,029	€ 1,973,528	€ 135,000
PA22	Outcome 3 (EEA Grants)	€ 1,339,196	€ 1,339,196	85.00 %	€ 236,329	€ 1,575,525	€ 0
Total		**€ 6,100,000**	**€ 6,100,000**	**85.00 %**	**€ 1,076,471**	**€ 7,176,471**	**€ 304,500**

Retention of management costs	
Retention of management costs - Percentage of the management costs	5.00 %
Retention of management costs - Planned Euro value	€ 53,824

Work-life Balance and Gender Equality

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 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 is the Commission for Citizenship and Gender Equality (CIG). The Norwegian Equality and Anti-discrimination Ombud (LDO) is the Donor Programme Partner (DPP).

The programme objective is "Work-life balanced improved". The programme shall support projects within the following Programme Areas (PAs):

- PA 04 "Work-life Balance"

Within this PA, the programme shall support the outcome "Enhanced gender equal opportunities in the labour market" (Outcome 1) by way of two calls for proposals (calls no. 1, and 2), two small grant schemes (SGS no. 1 and SGS no. 3) and three predefined projects (PDP): "Equality Platform and Standard" (PDP no. 1) and "Ge-HEI – Gender Equality in Higher Education Institutions" (PDP no. 2) and "Gender Equality Opportunities in Senior Management" (PDP no. 4). Call no. 1 will support projects on job evaluation systems and on practical instruments for human resources professionals. Call no. 2 will concentrate on ungendering choices and behaviours. SGS no. 1 will support projects on economic analysis of the impact of gender equality aimed at reducing the gender pay gap, reducing occupational segregation, increasing the value of unpaid work and a more equal division of unpaid work. SGS no. 3 will support projects on the improvement of the legal system to foster gender equality.

- PA16 "Good Governance, Accountable Institutions, Transparency"

Within this PA, the programme shall support the outcome "Improved accountability systems for women's equal participation" (Outcome 2) by way of one call for proposals (call no. 5) and one pre-defined project "National Statistics System on Gender Equality" (PDP no. 3) (PDP no. 5 was cancelled). Call no. 5 will support projects on gender mainstreaming in sectorial, local and regional policies, and on establishing participatory processes at local and regional level with a focus on cooperation between local authorities and civil society as well as on vulnerable geographical areas and groups.

- PA 22 "Domestic and Gender-based Violence"

Within this PA, the programme shall support the outcome "Improved system for the protection and prevention of domestic and gender-based violence" (Outcome 3) by way of one call for proposals (call no. 4), one small grant scheme (SGS no. 2) and two pre-defined projects: "By your side - Breaking the intergenerational cycle of domestic violence " (PDP no. 6) and "Improved prevention, assistance, protection and (re)integration system for victims of sexual exploitation" (PDP no. 7). Call no. 4 will support projects on improving the system for interinstitutional coordination in the support to victims of domestic and gender-based violence, on preventing domestic and gender-based violence among vulnerable groups and on evaluating measures aimed at perpetrators of violence. SGS no. 2 will support the development of prevention programmes or youth support strategies.

The programme shall focus on gender equality and work-life balance with a special concern on research, local development and social cohesion.

2. Eligibility

2.1 Eligible applicants:

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

The selection criteria shall value project applications with one or more partners from the Donors States.

2.2 Special rules on eligibility of costs:

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

In accordance with Article 8.5.1 e) of the Regulation, project partners that are international organisations or bodies or agencies thereof, may identify their indirect costs in accordance with the relevant rules established by such organisations.

3. Bilateral relations

3.1 Bilateral relations

The programme shall contribute to strengthening bilateral relations between Portugal and the Donor States.

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

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

4. Selection of projects and financial parameters

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

	Indicative timing	**Total available amount**	**Maximum/Minimum grant applied for**
Call no. 1 **Outcome 1** "Enhanced gender equal opportunities in the labour market"	First semester 2019	€ 441,690	€250,000/ €200,000
Call no. 2 **Outcome 1** "Enhanced gender equal opportunities in the labour market"	First semester 2020	€ 896,562~~337~~	€250,000/ €200,000
Call no. 4 **Outcome 3** "Improved system for the protection and prevention of domestic and gender-based violence"	First semester 2019	€ 680,011	€300,000/ €200,000
Call no. 5 **Outcome 2** "Improved accountability systems for women's equal participation"	First semester 2019	€ 1,199,999	€250,000/ €200,000
SGS no. 1	First semester 2019	€ 228,535	€ 60,000/ € 20,000

Outcome 1 "Enhanced gender equal opportunities in the labour market"			
SGS no. 2 **Outcome 3** "Improved system for the protection and prevention of domestic and gender-based violence"	First semester 2019	€ 221,368	€60,000/ €20,000
SGS no. 3 **Outcome 1** "Enhanced gender equal opportunities in the labour market"	First semester 2021	€ 385,513	€117,000/ €80,000

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

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

The Programme Operator shall establish a Selection Committee that shall recommend the projects to be funded within the programme. The Selection Committee shall consist of at least three gender equality specialists. At least one of them shall be external to and independent from the Programme Operator and its Partners. The DPP, the FMC and the National Focal Point shall be invited to participate in the meetings of the Selection Committee as observers.

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

Each application that meets the administrative and eligibility criteria shall be reviewed by two experts appointed by the Programme Operator, who shall be impartial and independent of the Programme Operator and the Selection Committee.

The experts shall separately score the project according to the selection criteria published with the call for proposals. For the purposes of ranking the projects, the average of the scores awarded by the experts shall be used.

If the difference between the scores given by the two experts is more than 30% of the higher score, a third expert shall be commissioned by the Programme Operator to score the project independently. In such cases the average score of the two closest scores shall be used for the ranking of the projects.

The Programme Operator shall provide the Selection Committee with a list of the ranked projects. The Selection Committee shall review the ranked list of projects. It may modify the ranking of the projects in justified cases. The justification for the modifications shall be detailed in the minutes of the meeting of the Selection Committee. If such a modification results in a project's rejection, the affected applicant shall be informed in writing about the justification for the modification. The Selection Committee shall submit the list of recommended projects to the Programme Operator.

The Programme Operator shall verify that the selection process has been conducted in accordance with the Regulation and that the recommendations from the Selection Committee comply with the rules and objectives of the programme. Following such verification, the Programme Operator shall, based on the decision of the Selection Committee, make a decision on which projects shall be supported. If the Programme Operator modifies the decision of the Selection Committee, it shall inform the applicants affected and provide them with a justification.

The Programme Operator shall notify the applicants about the results of the selection process within a reasonable time and publicise the results.

The process set out in this Article shall apply to all calls for proposals, including the SGS, under this programme.

4.3 Project grant rate:
Grants to 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 may be up to 90% of total eligible expenditure of the project. The project grant rate shall in all cases be set at a level that complies with the State Aid rules in force and takes into account any and all other forms of public support granted to projects. Any remaining costs of the project shall be provided or obtained by the project promoter.

5. Additional mechanisms within the Programme
5.1 Pre-defined projects
There will be six pre-defined projects implemented under the programme:

1) "Equality Platform and Standard"

Project Promoter:	Portuguese Commission for Equality in Labour and Employment (CITE)
Donor project partner(s):	The Equality and Anti-discrimination Ombud (LDO) Icelandic Centre for Gender Equality (CGE)
Other project partner(s):	Portuguese Quality Institute (IPQ) Strategic and Planning Department of the Ministry of Labour, Solidarity and Social Security (GEP/MTSS)
Total maximum eligible costs:	€ 330,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 330,000

Programme outcome the project contributes to: “Enhanced gender equal opportunities in the labour market.

The project will focus on reducing the gender pay gap.

The project will include, *inter alia*, the following main activities:

* Development of an IT platform to monitor the implementation of the public policies in the framework of the ‘Agenda for Equality in the Labour Market and in Business’, provision of access to resources/ tools for companies to promote gender equality, and development of a gender equality index for employers;

* Elaboration and dissemination of a study on the adaptation of the ‘Equal Pay Standard’ based on knowledge and experience from Iceland.

2) "Ge-HEI -- Gender Equality in Higher Education Institutions"

Project Promoter:	Directorate General for Higher Education of the Ministry of Science, Technology and Higher Education
Donor project partner(s):	Institute for Gender, Equality and Difference at the University of Iceland (RIKK)
Other project partner(s):	Interdisciplinary Centre for Gender Studies (CIEG/ISCSP) Portuguese Agency for Assessment and Accreditation of Higher Education (A3ES)

Total maximum eligible costs:	€ 300,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 300,000

Programme outcome the project contributes to: “Enhanced gender equal opportunities in the labour market.

The project will address gender mainstreaming in education and vocational training.

The project will include, *inter alia*, the following main activities:

* Development of knowledge, tools and methodology to mainstream gender equality in the Portuguese system of higher education;

* Analysis of gender equality in higher education, including data and interviews with persons in key management positions;

* Development of recommendations on the establishment of gender equality criteria for the assessment and accreditation of higher education institutions and study programmes;

* Development of case studies on gender issues, including action-based research;

* Definition of guidelines and recommendations for the integration of gender equality in curricula.

3) "National Statistics System on Gender Equality"

Project Promoter:	Statistics Portugal (INE)
Donor project partner(s):	Statistics Norway (SSB)
Total maximum eligible costs:	€ 900,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 900,000

Programme outcome the project contributes to: “Improved accountability systems for women’s equal participation.

The project will develop a comprehensive and accessible system for statistics on gender (in)equality to improve knowledge of the social, economic and political situation of women and inform policy making at national, regional and local level.

The project will, *inter alia*, include the following main activities:

* Development of the national system for statistics on gender (in)equality, including its evaluation, enhancement, expansion to the regional and local level, alignment with policies and comparability at international level;

* Establishment of a platform for statistics on gender equality and work-life balance which is user-friendly and accessible to the public;

* Development and implementation of a survey on fertility and its link to gender equality and work-life balance;

* Development of a survey on the time use of women and men and its link to gender equality and work-life balance.

4) "Gender Equality Opportunities in Senior Management"

Project Promoter:	Confederation of Portuguese Business (CIP)
Donor project partner(s):	The Equality and Anti-discrimination Ombud (LDO)
Total maximum eligible costs:	€ 111,111
Project grant rate:	90.00 %
Maximum project grant amount:	€ 100,000

Programme outcome the project contributes to: “Enhanced gender equal opportunities in the labour market”.

The project aims to promote gender equality in the top management of private companies, inspired by the ‘Promociona Project’ supported by the EEA Grants 2009-2014 in Spain.

The project will, *inter alia*, include the following main activities:

* Development and pilot of programme of management training and leadership skills for highly qualified female professionals, aimed to promote their access to decision-making positions;

* Participation of 30 women from 30 companies in this pilot programme;

* Identification of female leadership talents, and the analysis and development of a strategy for the promotion of women to decision-making positions in the participating companies;

* Promotion of knowledge, tools and competence on gender equality in decision-making;

* Establishment of a network for the women who participate in the programme and experts.

5) "By your side – Breaking the intergenerational cycle of domestic violence"

Project Promoter:	Commission for the Promotion of the Rights and the Protection of Children and Young People
Donor project partner(s):	Stine Sofie's Foundation
Other project partner(s):	National Republican Guard (GNR) Public Security Police (PSP) Directorate General of Education (DGE) General Directorate of Health (DGS) Institute of Social Security (ISS.IP) National Support Network for Victims of Domestic Violence (RNAVVD) Order of Portuguese Psychologists (OPP) Centre for Social Research and Intervention (CIS)
Total maximum eligible costs:	€ 379,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 379,000

Programme outcome the project contributes to: “Improved system for the protection and prevention of domestic and gender-based violence”.

The project will establish an early-intervention model to for children witnessing domestic violence and their families, to address trauma, promote prevention and break the intergenerational cycle of domestic violence. The project will complement the interventions for the mothers who are domestic violence victims.

The project will include, inter alia, the following activities:

* Development of instruments to foster a gender perspective in the approach to domestic violence in the work of CPCJ, including guidelines and a didactic resource (online training for all professionals working in the context of domestic and gender-based violence) for the Model system for early psychlogical intervention in trauma related to domestic violence.

* Training of stakeholders involved in, and responsible for, screening, signalling and protection in the Child and Youth Protection Commissions, based on a gender perspective.

* Measures to ensure faster and more effective protection/intervention for child victims of domestic violence.

* Measures to ensure psychological and trauma support for children living with domestic abuse/whose mothers have been killed by their partners/former partners.

* Development of instruments for the action and training of Commission for the Promotion of the Rights and the Protection of Children and Young People and the National Support Network for Victims of Domestic Violence.

* Measures to strengthen intrasectoral and intersectoral cooperation for child protection as a domestic violence prevention tool.

6) "Improved prevention, assistance, protection and (re)integration system for victims of sexual exploitation"

Project Promoter:	General Secretariat of Ministry of Home Affairs (SGMAI)
Donor project partner(s):	Nadheim Center
Other project partner(s):	Institute of Employment and Professional Training (IP IEFP) Directorate-General for Health (DGS) Associação O Ninho Associação para o Planeamento da Família (APF) Irmãs Adoradas Irmãs Oblatas
Total maximum eligible costs:	€ 295,147
Project grant rate:	100.00 %
Maximum project grant amount:	€ 295,147

Programme outcome the project contributes to: “Improved system for the protection and prevention of domestic and gender-based violence”.

The project will address sexual exploitation as a serious form of violence against women and girls. The project aims to improve prevention strategies, identification of victims and delineate targeted and tailored assistance, protection and (re)integration programmes for victims of sexual exploitation.

The project will include, inter alia, the following activities:

* In-depth assessment of the victimization process.

* In-depth assessment of the current national mechanisms for the prevention, detection, identification, assistance, and protection of victims.

* In-depth assessment of victims' experience and needs within the protection mechanisms.

* In-depth assessment on how gender and racial/ethnic stereotypes and social stigma affect intervention, protection, and access to justice for victims.

* Proposals/policy recommendations to improve mechanisms for detection, identification, assistance, protection and (re)integration for victims of sexual exploitation.

* Development of manual for victims

* Awareness raising campaigns.

* Training for professionals.

5.2 Financial Instruments
Not applicable.

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

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

Project Implementation Duration	First Advance payment	Interim payments*	Final Payment (reimbursement)
<12 Months	20%	70%	10%
≥12-Months	15%	75%	10%

* *The project promoters will receive next interim payments only when 50% of the previously provided payment has been reported as incurred in the project interim reports*

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

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

Upon approval of the final project report a final balance payment, if applicable, shall be made within 1 month.

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

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

6.2 Verification of payment claims

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

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

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

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

6.3 Monitoring and reporting

The Programme Operator shall monitor, record and report on progress towards the programme's outcomes in accordance with the provisions contained in the legal framework. The Programme Operator shall ensure that suitable and sufficient monitoring and reporting arrangements are made with the project promoters in order to enable the Programme Operator and the National Focal Point to meet its obligations to the Donors.

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 received from the FMO.

6.4 Programme administrative structures

Not applicable.

7. Communication

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

8. Miscellaneous

Not applicable.