EEA Financial Mechanism 2014-2021

Norwegian Financial Mechanism 2014-2021

PROGRAMME AGREEMENT

between

The Financial Mechanism Committee and the Norwegian Ministry of Foreign Affairs
Hereinafter referred to as the “Donors”

and

The Ministry of Investments, Regional Development and Informatization of the Slovak Republic,
hereinafter referred to as the “National Focal Point”,
representing Slovakia,
hereinafter referred to as the “Beneficiary State”

together hereinafter referred to as the “Parties”

for the financing of the Programme “Business Development, Innovation and SMEs”

hereinafter referred to as the “Programme”

Chapter 1
Scope, Legal Framework, and Definitions

Article 1.1
Scope

This programme agreement between the Donors 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 and the Norwegian Financial Mechanisms 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 and Norwegian Financial Mechanisms 2014-2021:

(a) the Agreement between the Kingdom of Norway and the European Union on the Norwegian Financial Mechanism 2014-2021 (hereinafter referred to as the "Agreement") and Protocol 38c to the EEA Agreement on the EEA Financial Mechanism 2014-2021 (hereinafter referred to as "Protocol 38c";

(b) the Regulation on the implementation of the EEA Financial Mechanism 2014-2021 and the Regulation on the implementation of the Norwegian Financial Mechanism 2014-2021 (hereinafter referred to as the "Regulations") issued by the Financial Mechanism Committee in accordance with Article 10(5) of Protocol 38c and by the Norwegian Ministry of Foreign Affairs in accordance with Article 10(5) of the Agreement;

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

(d) any guidelines adopted by the Donors in accordance with the Regulations.

2. In case of an inconsistency between this programme agreement and the Regulations, the Regulations 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 Regulations, 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 Regulations.

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 and Norwegian Financial Mechanisms 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 Regulations 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 Regulations, 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 Donors 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. The Programme is supported by grants from both the EEA and the Norwegian Financial Mechanism. Nevertheless, this programme agreement may contain provisions applicable only to the support from the EEA Financial Mechanism and/or provisions applicable only to the support from the Norwegian Financial Mechanism.

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

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

(b) contain a breakdown between the support from the EEA Financial Mechanism and the Norwegian Financial Mechanism;

(c) 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 Donors with reference to paragraph 2 of Article 6.3 of the Regulations. 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 Regulations 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 Donors 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 Regulations as well as statistical reporting in accordance with guidelines adopted by the Donors.

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 Regulations 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 Donors.

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 Donors, the National Focal Point shall consult the Donors before such modifications take effect.

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

Article 2.10
Communication

1. All communication to the Donors 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 Donors 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 Donors 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 Donors 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 Regulations and this programme agreement.

2. Eligibility of project promoters and project partners is stipulated in Article 7.2 of the Regulations 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 Regulations.

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 Regulations.

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 Regulations. 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 Regulations.

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 Regulations.

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 Regulations, 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 Regulations, 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 Regulations and fall within the categories and fulfil the conditions of direct eligible expenditure set in Article 8.3 of the Regulations, the conditions regarding the use of standard scales of unit costs set in Article 8.4 of the Regulations as well as indirect costs in accordance with Article 8.5 of the Regulations.

3. The first date of eligibility of expenditures in projects shall be set in the project contract in accordance with Article 8.13 of the Regulations. 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 Donors of a positive appraisal of the pre-defined projects by the Programme Operator in accordance with paragraph 3 of Article 6.5 of the Regulations.

4. The maximum eligible costs of the categories referred to in paragraph 1 are set in this programme agreement. Programme specific rules on the eligibility of expenditure set in this programme agreement shall be complied with.

Article 4.2
Proof of expenditure

Costs incurred by Programme Operators, Project Promoters and project partners shall be supported by documentary evidence as required in Article 8.12 of the Regulations.

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 Regulations 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 Regulations.

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 Regulations.

5. Chapter 9 of the Regulations 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 and Norwegian Financial Mechanisms 2014-2021 to the Programme in accordance with Article 9.8 of the Regulations.

Article 4.5
Irregularities, suspension and reimbursements

The Donors have the right to make use of the remedies provided in the Regulations, 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 Regulations 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 Donors 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 Donors 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 Regulations or a decision to suspend payments according to paragraph 1(h) of Article 13.1 of the Regulations has not been lifted within 6 months of such a decision;

(b) a suspension of payments according to Article 13.1 of the Regulations, 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 Regulations 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 Donors, 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 Donors to make use of the remedies provided in Chapter 13 of the Regulations.

Article 5.3
Waiver of responsibility

1. Any appraisal of the Programme undertaken before or after its approval by the Donors, 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 Donors or the FMO any responsibility of any kind for the supervision, execution, completion, or operation of the Programme or its projects.

3. The Donors do 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 Donors 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 Donors, the NMFA, 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.

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 Oslo on 30/08/2019	Signed in Bratislava on 07/10/2019
.....	.....
Niels Engelschiøn Chairman of the Financial Mechanism Commitee	Matúša Šutaj Eštok Head of the Government Office of the Slovak Republic

Annex I to the Programme Agreement

Programme Operators and Partners	
Programme Operator:	Research Agency
Donor Programme Partner:	Directorate for Higher Education and Skills (HK-DIR) National Agency for International Education Affairs (AIBA) Innovation Norway (IN)
IPO:	-
Other Programme Partner(s):	-

Programme Objective	Increased value creation and sustainable growth

PA	Outcome/Output	Expected programme results	Indicator	Disaggregation	Unit of measurement	Source of verification	Frequency of reporting	Baseline values	Baseline year	Target value
PA01	Outcome 1	Increased competitiveness of Slovak enterprises within the focus areas: Green Industry Innovation and Welfare Technology and Ambient Assisted Living technologies	Estimated annual growth in turnover[1]	N/A	Percentage	Project Promoter´s Tax Certificate	Annually (APR)	N/A	N/A	3 %
			Estimated annual CO2 emission reductions (in tons)	Financial Mechanism	Annual number	Energy audit reports, Energy certificates	Annually (APR)	0	N/A	6,000
			Estimated annual collection of waste from production and operational processes for re-use or recycling (in tons)	N/A	Annual number	Recyclable Waste Collection Contract/listing of the removed waste (in tons)	Annually (APR)	1	2022	15,000
			Estimated annual decrease of energy consumption (in MWh)	N/A	Annual number	Electricity Bill	Annually (APR)	0	N/A	1,000
			Estimated annual growth in net operational profit[2]	N/A	Percentage	Project Promoter´s Tax Certificate	Annually (APR)	N/A	N/A	3 %
			Estimated re-use of waste for other production processes (in tons)	N/A	Cumulative number	Project Promoters´ records, Reusable Waste Collection contract	Annually (APR)	0.5	2022	10,000

[1] Definition of "turnover": Enterprise's net revenue for a fiscal year (after deduction of VAT, trade reductions and other indirect taxes).
[2] Definition of "profit": Difference between operating income and operating expenses.

			Number of jobs created	Financial Mechanism, Gender, Age	Cumulative number	Payroll records, employment agreements	Annually (APR)	0	N/A	25
			Number of products or services commercialized (new to the market)[3]	Sector	Cumulative number	Patent license and/or Royalty Agreement, Contracts, Invoices	Annually (APR)	0	N/A	3
			Number of innovative technologies/processes/solutions applied (new to the enterprise)[4]	Sector	Cumulative number	Patent license and/or Royalty Agreement, Invoices	Annually (APR)	0	N/A	7
			Number of innovative technologies/processes/solutions developed[5]	Financial Mechanism, Sector	Cumulative number	Copyright/Trademark Certificates, Patents and/or Patents pending	Annually (APR)	0	N/A	5
			Number of Intellectual Property Rights (Copyright, Trademark, Patents) applications submitted	Financial Mechanism	Cumulative number	Copies of filed application(s), Registration acknowledgement from relevant Patent Office	Annually (APR)	0	N/A	3
			Share of Enterprises' staff who declare better skills/competencies in their field	N/A	Percentage	Survey results, Training and/or other Educational Certificate, Project Promoters' records; Vocational institutions' records; Partner employers' records	2022, 2024	N/A	N/A	65 %
			Survival rate of start-ups measured 1 year from the last	N/A	Percentage	Start-up´s Tax Certificate and/or Annual Report	Annually (APR)	N/A	N/A	25 %

[3] This indicator measures products and services in the green sector and the Welfare and Ambient Assisted Living sector. Definition of "green" products and services: Goods and services having less of an impact on the environment (less polluting and less resource intensive), or less impact on human health than traditional equivalents and which are economically viable. Definition of "commercialization" is the process by which a new product or service is introduced into the general market. The process is broken into phases, from the initial introduction of the product through its mass production and adoption. It takes into account the production, distribution, marketing, sales and customer support required to achieve commercial success.

[4] This indicator measures innovative technologies/processes/solutions in the green sector and the Welfare and Ambient Assisted Living sector. Definition of "green technologies": a single technology that is less environmental harmful than the technology used today, encompassing technologies and processes to manage pollution (i.e. air/water/soil pollution control, waste management) and to use resources more efficiently. Definition of "applied": An enterprise is using a solutions/technology/product already developed/available in the market and adjust it to the enterprises' own need. These types of projects will often include a R&D component related to adjustment of material, process etc. applicant/enterprise's needs.

[5] This indicator measures innovative technologies/processes/solutions in the green sector and the Welfare and Ambient Assisted Living sector. Definition of "innovation": Enterprises implementation of a new or significantly improved product (goods or services), or a process, a new marketing method, or a new organizational method in business practices, work place organization or an external relation. Innovation can be on enterprise level, sector level, national level or international level. Definition of "developed": Projects where the main activities are user driven R&D, i.e. validation or demonstration of technologies in relevant (industrial) environment, prototypes demonstrated in operational environment, system completed and qualified. With other words Technology Readiness Level (TRL) 5-8 (EU Commission's scale used to describe the maturity of a technology). These types of projects will typically be cooperation between an enterprise and a research institution or similar.

			day of the eligibility period of the projects							
	Output 1.1	Enterprises supported to develop innovate green technologies, processes, solution, products or services	Number of large enterprises supported to apply green technologies/processes/solutions	N/A	Cumulative number	Copies of contracts signed with Project Promoters, Project Promoters' reports, Partnership agreements	Semi-annually (APR and September IFR)	0	N/A	1
			Number of large enterprises supported to commercialise green technologies/processes/solutions	N/A	Cumulative number	Copies of contracts signed with Project Promoters, Project Promoters' reports, Partnership agreements	Semi-annually (APR and September IFR)	0	N/A	1
			Number of large enterprises supported to develop green technologies/processes/solutions	N/A	Cumulative number	Copies of contracts signed with Project Promoters, Project Promoters' reports, Partnership agreements	Semi-annually (APR and September IFR)	0	N/A	1
			Number of SMEs supported to apply green technologies/processes/solutions [6]	Financial Mechanism	Cumulative number	Copies of contracts signed with Project Promoters, Project Promoters' reports, Partnership agreements	Semi-annually (APR and September IFR)	0	N/A	3
			Number of SMEs supported to commercialise green technologies/processes/solutions	Financial Mechanism	Cumulative number	Copies of contracts signed with Project Promoters, Project Promoters' reports, Partnership agreements	Semi-annually (APR and September IFR)	0	N/A	2
			Number of SMEs supported to develop green technologies/processes/solutions	Financial Mechanism	Cumulative number	Copies of contracts signed with Project Promoters, Project Promoters' reports, Partnership agreements	Semi-annually (APR and September IFR)	0	N/A	4
			Number of young and female entrepreneurs supported	N/A	Cumulative number	Project Promoters' records; Partner employers' records;	Semi-annually (APR and	0	N/A	4

[6] Definition of "SMEs and large enterprises": SMEs are enterprises which employ fewer than 250 persons and which have an annual turnover not exceeding EUR 50 million, and/or an annual balance sheet total not exceeding EUR 43 million. The enterprise is considered large when it is characterized by at least one of the three elements mentioned above: employ more than 250 persons, has annual turnover which exceeds EUR 50 million, and/or an annual balance sheet total exceeding EUR 43 million.

						Contracts and attendance sheets	September IFR)			
	Output 1.2	Enterprises supported to green their business operations	Number of large enterprises supported to improve energy efficiency	N/A	Cumulative number	Copies of contracts signed with Project Promoters, Project Promoters' reports, Partnership agreements	Semi-annually (APR and September IFR)	0	N/A	4
			Number of SMEs supported to improve energy efficiency	Financial Mechanism	Cumulative number	Copies of contracts signed with Project Promoters, Project Promoters' reports, Partnership agreements	Semi-annually (APR and September IFR)	0	N/A	8
	Output 1.3	Enterprises supported to innovate welfare and ambient assisted living technologies, solutions and processes	Number of large enterprises supported to apply ambient assisted living/welfare technologies/processes/solutions	N/A	Cumulative number	Copies of contracts signed with Project Promoters, Project Promoters' reports, Partnership agreements	Semi-annually (APR and September IFR)	0	N/A	3
			Number of large enterprises supported to commercialize ambient assisted living/ welfare technologies/processes/solutions	N/A	Cumulative number	Copies of contracts signed with Project Promoters, Project Promoters' reports, Partnership agreements	Semi-annually (APR and September IFR)	0	N/A	1
			Number of large enterprises supported to develop ambient assisted living/welfare technologies/processes/solutions	N/A	Cumulative number	Copies of contracts signed with Project Promoters, Project Promoters' reports, Partnership agreements	Semi-annually (APR and September IFR)	0	N/A	1
			Number of SMEs supported to apply ambient assisted living/welfare technologies/processes/solutions	Financial Mechanism	Cumulative number	Copies of contracts signed with Project Promoters, Project Promoters' reports, Partnership agreements	Semi-annually (APR and September IFR)	0	N/A	4
			Number of SMEs supported to commercialize ambient assisted living/ welfare technologies/processes/solutions	Financial Mechanism	Cumulative number	Copies of contracts signed with Project Promoters, Project Promoters' reports, Partnership agreements	Semi-annually (APR and September IFR)	0	N/A	1
			Number of SMEs supported to develop ambient assisted	Financial Mechanism	Cumulative number	Copies of contracts signed with Project	Semi-annually	0	N/A	4

			living/welfare technologies/processes/solutions			Promoters, Project Promoters' reports, Partnership agreements	(APR and September IFR)			
			Number of young and female entrepreneurs supported	N/A	Cumulative number	Project Promoters' records; Partner employers' records; Contracts and attendance sheets	Semi-annually (APR and September IFR)	0	N/A	4
	Output 1.4	Start-ups supported for business growth	Number of start-ups supported	N/A	Cumulative number	Start-up´s Tax Certificate and/or Annual Report, Project Contracts	Semi-annually (APR and September IFR)	0	N/A	8
PA03	Outcome 2	Education and Employment potential enhanced in Slovakia in Green Industry Innovation and Welfare and Ambient Assisted Living technologies	Number of businesses who self-rate the programme as having added value, regarding employment of apprenticeships (on a scale of 1-5)	N/A	Cumulative number	Programme Operator´s Survey results, Employment contracts, pay-roll records	2022, 2024	0	N/A	10
			Number of education institutions offering new courses / modules in environmental technologies	N/A	Cumulative number	Statement by the Ministry of Education on granting the right to award graduates of the study program to an academic degree (higher education) / addition of a new educational field in secondary school network by the Ministry of Education (secondary education)	2022, 2024	0	N/A	4
			Number of people who remain employed in the chosen sector after apprenticeships[7]	Gender, Level of education, Sector	Cumulative number	Employer´s confirmation letter, Employment Contract	2022, 2024	0	N/A	25

[7] The sectors in this case are the green sector and the Welfare and Ambient Assisted Living sector.

			Number of people who remain working in the chosen sector after mobility[8]	Gender, Level of education, Sector	Cumulative number	Employer´s confirmation letter, Employment Contract	2022, 2024	0	N/A	15
			Percentage of participants who declare improved skills and competencies	N/A	Percentage	Programme Operator´s Survey results, Training and/or other Educational Certificate, Project Promoters' records, Vocational institutions' records, Partner employers' records	2022, 2024	N/A	N/A	70 %
	Output 2.1	International mobility supported	Number of apprenticeships supported between Donor States and Slovakia in SMEs or other businesses	Financial Mechanism, Gender	Cumulative number	Project Promoters' records, Partner employers' records	Semi-annually (APR and September IFR)	0	N/A	20
			Number of staff from beneficiary states in exchanges	Financial Mechanism, Donor State, Gender, Type of exchange	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	15
			Number of staff from donor states in exchanges	Financial Mechanism, Donor State, Gender, Type of exchange	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	10
			Number of students from beneficiary states in exchanges	Financial Mechanism, Donor State, Gender, Type of exchange	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	25
			Number of students from donor states in exchanges	Financial Mechanism, Donor State, Gender, Type of exchange	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	15

[8] The sectors in this case are the green sector and the Welfare and Ambient Assisted Living sector.

	Output 2.2	Institutional Cooperation Supported	Number of apprentices supported in Slovakia within SMEs or other organisations/institutions	Financial Mechanism, Gender	Cumulative number	Project Promoters' records, Partner employers' records	Semi-annually (APR and September IFR)	0	N/A	20
			Number of institutions developing curricula related to Green Industry Innovation, or Welfare and Ambient Assisted living	N/A	Cumulative number	Copy of the developed curriculum	Semi-annually (APR and September IFR)	0	N/A	3
			Number of institutions engaged in cooperation at higher education and upper secondary level	N/A	Cumulative number	Institutional Cooperation Agreement	Semi-annually (APR and September IFR)	0	N/A	10
			Number of participants in workshops organized to share experiences regarding youth apprenticeships and new methods of education and engaging youth	N/A	Cumulative number	Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	50
			Number of SMEs and other enterprises engaged in institutional cooperation at higher education and upper secondary level	N/A	Cumulative number	Institutional Cooperation Agreement	Semi-annually (APR and September IFR)	0	N/A	10
PA01	Bilateral Outcome	Enhanced collaboration between beneficiary and donor state entities	Level of satisfaction with the partnership	N/A	Scale 1-7	Survey results	Annually (APR)	6.79[9]	2022	4.5[10]
			Level of trust between cooperating entities in Beneficiary States and Donor States	N/A	Scale 1-7	Survey results	Annually (APR)	6.81[11]	2022	4.5[12]

[9] Survey carried out by the FMO
[10] Target is ≥4.5, and an increase on the baseline value
[11] Survey carried out by the FMO
[12] Target is ≥4.5, and an increase on the baseline value

		involved in the 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 %
			Share of donor business partnerships which continue after project implementation period	N/A	Percentage	Institutional Cooperation Agreement / Partnership Contracts	Annually (APR)	N/A	N/A	30 %
	Bilateral Output 1	Donor cooperation enhanced	Number of new jointly registered applications for Intellectual Property Protection (Copyright, Trademark, Patents)	N/A	Cumulative number	Copies of filed application(s)/registration reference	Annually (APR)	N/A	N/A	2
	Bilateral Output 2	Bilateral partnerships promoted	Number of projects involving cooperation with a donor project partner	N/A	Cumulative number	Copies of Project contract, Partnership agreements	Semi-annually (APR and September IFR)	0	N/A	12

Conditions

General

1. For outcome 1 indicators “Estimated annual collection of waste from production and operational processes for re-use or recycling (in tons)” and “Estimated re-use of waste for other production processes (in tons)”, where the baseline value is “to be determined” (TBD), the Programme Operator shall submit to the FMO for approval the baseline value, together with a description of the data collection method used, no later than 6 months after the selection of projects under the last relevant call for proposals. The updated baseline value shall be agreed upon through a modification of the programme agreement.

2. The results framework (esp. Output level indicators under Outcome 1) may be revised after the selection process is concluded. The updated results framework shall be agreed upon through a modification of the programme agreement.

3. The National Focal Point shall ensure that the Programme Operator ensures that project promoters:

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

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

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

Pre-eligibility

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	29/11/2016	30/04/2025
Grant rate and co-financing		
Programme eligible expenditure (€)		€ 17,791,233
Programme grant rate (%)		85.00 %
Maximum amount of Programme grant - EEA Financial Mechanism (€)		€ 2,808,074
Maximum amount of Programme grant - Norwegian Financial Mechanism (€)		€ 12,314,474
Maximum amount of Programme grant - Total (€)		€ 15,122,548

PA	Budget Heading	EEA Grants	Norway Grants	Total grant	Programme grant rate	Programme co-financing	Programme eligible expenditure	Advance payment
PA01	Programme management	€ 496,500	€ 1,158,500	€ 1,655,000	85.00 %	€ 292,059	€ 1,947,059	€ 276,250
PA03	Outcome 2 (EEA Grants)	€ 471,874		€ 471,874	85.00 %	€ 83,272	€ 555,146	€ 720,000
PA03	Outcome 2 (Norway Grants)		€ 1,622,861	€ 1,622,861	85.00 %	€ 286,387	€ 1,909,248	€ 1,680,000
PA01	Outcome 1 (EEA Grants)	€ 1,839,700		€ 1,839,700	85.00 %	€ 324,653	€ 2,164,353	€ 0
PA01	Outcome 1 (Norway Grants)		€ 9,533,113	€ 9,533,113	85.00 %	€ 1,682,314	€ 11,215,427	€ 1,656,225
Total		**€ 2,808,074**	**€ 12,314,474**	**€ 15,122,548**	**85.00 %**	**€ 2,668,685**	**€ 17,791,233**	**€ 4,332,475**

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

Business Development, Innovation and SMEs

Operational rules (Annex II)

1. **Programme summary**

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

The Programme Operator is the Research Agency. Innovation Norway, Directorate for Higher Education and Skills (HK-DIR) and the National Agency of International Education Affairs (AIBA) are the Donor Programme Partners (DPPs). Innovation Norway will be especially involved in Programme Area (PA) 01 "Business Development, Innovation and SMEs". The role of HK-DIR and AIBA is limited to PA 03 "Education, Scholarships, Apprenticeships and Youth Entrepreneurship".

The programme objective is "Increased value creation and sustainable growth". The programme shall support projects within the following PAs:

PA 01 "Business Development, Innovation and SMEs": Within this PA, the programme shall support the outcome "Increased competitiveness of Slovak enterprises within the focus areas: Green Industry Innovation and Welfare Technology and Ambient Assisted Living technologies" (Outcome 1) by way of at least two calls for proposals (one per Financial Mechanism) on support for enterprises to develop, apply or commercialise green technologies, processes, solutions, products or services; to green their business operations; and to innovate welfare and ambient assisted living technologies, solutions and processes. The outcome shall also be supported by way of small grant scheme (SGS). SGS no. 1 shall be focused on support for start-ups for business growth, such as investment in development and technology/machinery/equipment to be implemented by one call for proposal under the Norwegian Financial Mechanism.

PA 03 "Education, Scholarships, Apprenticeships and Youth Entrepreneurship": Within this PA, the programme shall support the outcome "Education and Employment potential enhanced in Slovakia in Green Industry Innovation and Welfare and Ambient Assisted Living Technologies" (Outcome 2) by way of two SGSs (SGS no. 2 and no. 3). SGS no. 2 (Norwegian Financial Mechanism) shall support institutional cooperation projects and SGS no. 3 (EEA Financial Mechanism) shall support mobility projects for students and staff and apprenticeships in SMEs or other businesses.

2. Eligibility

2.1 Eligible applicants:

The rules on eligibility of project promoters and project partners are set in Article 7.2 of the Regulations. In accordance with Article 7.2.4 of the Regulations, the following entities shall be eligible:

Calls for proposals	**Eligible applicants (Project Promoters)**	**Eligible partners**
Call no. 1 **Norwegian FM** **Outcome 1** "Increased competitiveness of Slovak enterprises within the focus areas: Green Industry	SMEs and large enterprises with less than 25% public ownership, established as legal persons in Slovakia. Eligible project promoters must have been established for at least three fiscal years at the deadline	Any public or private entity, commercial or non-commercial, as well as non-governmental organisations, established as a legal person either in Norway or Slovakia, or any international organisation or body or agency thereof, actively involved in, and effectively

Innovation and Welfare Technology and Ambient Assisted Living technologies	for submission of project proposals.	contributing to, the implementation of a project.
Call no. 2 **EEA FM** **Outcome 1** "Increased competitiveness of Slovak enterprises within the focus areas: Green Industry Innovation and Welfare Technology and Ambient Assisted Living technologies"	SMEs and large enterprises with less than 25% public ownership, established as legal persons in Slovakia. Eligible project promoters must have been established for at least three fiscal years at the deadline for submission of project proposals.	Any public or private entity, commercial or non-commercial, as well as non-governmental organisations, established as a legal person either in the Donor States or Slovakia, or any international organisation or body or agency thereof, actively involved in, and effectively contributing to, the implementation of a project.
SGS no. 1 **Norwegian FM** **Outcome 1** "Increased competitiveness of Slovak enterprises within the focus areas: Green Industry Innovation and Welfare Technology and Ambient Assisted Living technologies	SMEs established as legal persons in Slovakia. Eligible project promoters must have been established for at least one fiscal year, but not more than five years at the deadline for submission of project proposals.	Any public or private entity, commercial or non-commercial, as well as non-governmental organisations, established as a legal person either in Norway or Slovakia, or any international organisation or body or agency thereof, actively involved in, and effectively contributing to, the implementation of a project.
SGS no. 2 **Norwegian FM** **Outcome 2** Institutional Cooperation - "Education and Employment potential enhanced in Slovakia in Green Industry Innovation and Welfare and Ambient Assisted Living Technologies"	Higher education institutions and upper-secondary schools.	Higher education institutions, upper-secondary schools in Slovakia or Norway. Private enterprises established as legal persons in Slovakia or Norway are eligible partners, however they cannot receive any financial contribution from the programme.
SGS no. 3 **EEA FM** **Outcome 2** International mobility supported - "Education and Employment potential enhanced in Slovakia in Green Industry Innovation and Welfare and Ambient Assisted Living Technologies"	Higher education institutions and upper-secondary schools.	Higher education institutions, upper-secondary schools in Slovakia, Iceland, Lichtenstein or Norway. Private enterprises established as legal persons in Slovakia or the Donor States are eligible partners, however they cannot receive any financial contribution from the programme. VET institutions in Switzerland with a specific cooperation agreement with Liechtenstein

Partnership with entities from the Donor States is mandatory within all projects selected under Outcome 2.

2.2 Special rules on eligibility of costs:
In line with Article 8.4 of the Regulations, the project grant under Outcome 2 may take the form of the standard scales of unit costs contained in Annex 3 to the Guideline for Educational Programmes. The Programme Operator shall ensure that indirect costs are not eligible in conjunction with standard scales of unit costs where this would entail double funding.

3. Bilateral relations
3.1 Bilateral relations
The programme shall contribute to strengthening bilateral relations between Slovakia 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 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	**Available amount**	**Minimum/Maximum grant applied for**
Call for proposals **Norwegian FM** **Outcome 1** "Increased competitiveness of Slovak enterprises within the focus areas: Green Industry Innovation and Welfare Technology and Ambient Assisted Living technologies"	1st half 2020	Total: € 10 958 471~~11 460 589~~ (GII – 6 167 2047 ~~450 236~~ WT/AAL – 4 791 267~~4 010 353~~)	€ 200 000 / € 2 000 000
Call for proposals **EEA FM** **Outcome 1** "Increased competitiveness of Slovak enterprises within the focus areas: Green Industry Innovation and Welfare Technology and Ambient Assisted Living technologies"	2nd half 2020	Total: € 2 530 588~~5 415 882~~ (GII - 1 582 844~~3 540 000~~ WT/AAL – 947 744~~1 875 882~~)	€ 200 000 / € 2 000 000

SGS no. 1 **Norwegian FM** **Outcome 1** "Increased competitiveness of Slovak enterprises within the focus areas: Green Industry Innovation and Welfare Technology and Ambient Assisted Living technologies"	1st half 2020	Total: € 1 208 000~~412 210~~ (GII – 877 943~~1 045 465~~ WT/AAL – 330 057~~366 745~~)	€ 100 000 / € 200 000
SGS no. 2 **Norwegian FM** **Outcome 2** Institutional cooperation supported - "Education and Employment potential enhanced in Slovakia in Green Industry Innovation and Welfare and Ambient Assisted Living Technologies"	2nd half 2020	Total: € 2 000~~234~~ 000~~848~~	€ 10 000 / € 200 000
SGS no. 3 **EEA FM** **Outcome 2** International mobility supported - "Education and Employment potential enhanced in Slovakia in Green Industry Innovation and Welfare and Ambient Assisted Living Technologies"	2nd half 2020	Total: € 650 000~~1 058 824~~	€ 5 000 / € 200 000

Any amounts uncommitted in Outcome 1 may be transferred between focus areas and to other calls within the same outcome and financial mechanism, respecting the 20% limit of grants allocated to small grants scheme.

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 persons possessing the relevant expertise. At least one of them shall be external to the Programme Operator and its Partners. The DPP shall be voting member of the Selection Committee (Outcome 1 – Innovation Norway, Outcome 2 – HK-DIR and/or AIBA). The FMO and representatives from the Donors, including Embassies, 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 applicants, 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 project applications, 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 project applications.

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, together with a reserve list, 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 recommendation of the Selection Committee, make a decision on which projects shall be supported. Prior to making such decision, an on the spot visit may be carried out by the Programme Operator when construction works or purchase of special equipment are foreseen in the project.

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

Not Applicable.

5.2 Financial Instruments

Not Applicable.

6. Programme Management

6.1 Payment flows

The Programme Operator shall ensure that payments to projects are made in a timely manner. 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 payment, interim payments and a final payment. The advance payment shall be calculated as a percentage of the total grant awarded to the project and its level shall be set out in the project contract. The maximum level of advance payment and the total amount of interim payments shall be as follows:

Outcome	Project Implementation Duration[13]	Advance payment	1st Interim Payment	2nd Interim Payment	3rd Interim Payment	4th Interim Payment	Final Payment[14]
Outcome I	**< 24 months**	20%	40%	30%	-	-	10%
	24 – 36 months	15%	30%	25%	20%	-	10%
	> 36 months	10%	20%	20%	25%	15%	10%
Outcome II	**< 12 months**	80%	10%	-	-	-	10%
	≥ 12 months	70%	20%	-	-	-	10%

The advance payment shall be paid following the signature of the project contract. Subsequent payments shall be paid after the approval of project interim reports. The final payment will be paid after approval of the final report. An advance payment, if any, of a percentage of the total grant amount shall be paid

[13] The project contract may set suspensive conditions related to advance, interim and /or final payments. In justified cases, at the Programme Operator's discretion, a project promoter may receive extraordinary payments to ensure sufficient funds for the projects during the implementation so as to avoid any liquidity problems, provided that the Programme Operator has sufficient capacity proceed with these payments.

[14] Retention may be applied at the end of the implementation or pro rata from each advance and interim payments.

within 15 working days from the submission of a request or within the period set in the project contract. The interim payments shall be paid within one 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 one month.

The approval of project interim and final reports shall take place within three 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. Examination of proof of expenditure related to the administrative verifications may be carried out on a sample basis.

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 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 received from the FMO.

6.4 Programme administrative structures

Not applicable.

7. Communication

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

8. Miscellaneous

Not applicable.