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 Cohesion and Regional Development - Slovenia,

hereinafter referred to as the “National Focal Point”,

representing Slovenia,

hereinafter referred to as the “Beneficiary State”

together hereinafter referred to as the “Parties”

for the financing of the Programme “Education, Scholarships, Apprenticeship and Youth Enterpreneurship”

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.

****

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

For the Donors

Signed in Bruxelles on 11/12/2019

.....
Niels Engelschiøn
Chairman FMC

For the National Focal Point

Signed in Ljubljana on 18/12/2019

.....
Dimitrij Pur
Head of NFP

Annex I to the Programme Agreement

Programme Operators and Partners	
Programme Operator:	Ministry of Cohesion and Regional Development - Slovenia
Donor Programme Partner:	Directorate for Higher Education and Skills (HK-DIR) National Agency for International Education Affairs (AIBA)
IPO:	-
Other Programme Partner(s):	-

Programme Objective	Enhanced human capital and knowledge base

PA	Outcome/Output	Expected programme results	Indicator	Disaggregation	Unit of measurement	Source of verification	Frequency of reporting	Baseline values	Baseline year	Target value
PA03	Outcome 1	Improved institutional cooperation at all levels of education (formal and informal)	Number of intellectual outputs generated by institutional cooperation[1]	N/A	Cumulative number	Project Promoter's records	Annually (APR)	0	N/A	30
			Share of cooperating education and training institutions applying new teaching and learning practices	N/A	Percentage	Project Promoter's records	Annually (APR)	0 %	N/A	85 %
			Level of satisfaction with the institutional cooperation	N/A	Scale 1-5	Project Promoter's records and/or Survey results	Annually (APR)	4.22	2022	3.5[2]
			Number of institutions which are using the new teaching models, methods and strategies	N/A	Cumulative number	Project Promoter's records	Annually (APR)	0	N/A	10

[1] Teaching models, methods and strategies, learning and teaching resources, didactical tools, etc.
[2] Target is minimum 3.5

	Output 1.1	New teaching and learning practices for work and life developed	Number of staff participating in developing and testing teaching models[3]	N/A	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	200
			Number of staff trained (providing training for educators on the use of teaching models and methods),	Gender	Cumulative number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	15
	Output 1.2	Knowledge and good practices shared on advancing skills and competencies in education	Number of peer learning activities carried out[4]	N/A	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	16
			Number of participants in peer learning (educators, staff, other education stakeholders)	N/A	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	300
			Number of professional staff trained[5]	Gender	Cumulative number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	60
PA03	Outcome 2	Improved skills and competencies of staff and students involved in	Level of satisfaction with the institutional cooperation	N/A	Scale 1-5	Survey results /Evaluation questionnaire	Annually (APR)	3.73[6]	2022	3.5[7]
			Number of institutions which are using intellectual outputs created[8]	N/A	Cumulative number	Project Promoters' records	Annually (APR)	0	N/A	15

[3] Teachers, trainers, non-teaching staff, and education experts.
[4] Thematic round tables, thematic meetings, seminars, trainings, conferences.
[5] In leadership, mainstreaming the cooperation, other good governance issues.
[6] Baseline value to be submitted by the PO
[7] Target is minimum 3.5
[8] Strategic model of blended/digital learning at VET schools, training course for development of pedagogical and digital teachers' competencies, didactical plans of blended learning courses and unit compendium, evaluation report with recommendations, video material, 360° interactive video, augmented reality material, interactive simulation or serious computer game

		blended learning	Share of educational staff who declare improved skills and competencies through involvement in blended learning	N/A	Percentage	Survey results; Project Promoters' records	Annually (APR)	N/A	N/A	90 %
			Number of institutions that have implemented a satisfactory strategic framework for offering blended learning	N/A	Cumulative number	Survey results; Project Promoters' records	Annually (APR)	0	N/A	7
	Output 2.1	Teaching and learning practices in blended learning improved	Number of students that participated in blended learning	Gender, State type	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	260
			Number of joint intellectual outputs created[9]	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	4
			Number of staff trained in blended learning methods	Gender, State type	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	62
			Share of students who declare improved skills and competences through involvement in blended learning	N/A	Percentage	Survey results; Project Promoters' records	Annually (APR)	N/A	N/A	90 %
	Output 2.2	Knowledge and best practices shared with	Number of joint events (peer learning visits)	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	3

[9] Strategic model of blended/digital learning at VET schools, training course for development of pedagogical and digital teachers' competencies, didactical plans of blended learning courses and unit compendium, evaluation report with recommendations

		donor states institutions	Number of staff from beneficiary state in exchanges	Gender, Type of exchange	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	24
			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	14
PA03	Outcome 3	Education and social environment to support disadvantaged groups improved	Share of involved service providers who declare improved skills	N/A	Percentage	Project Promoter's records	Annually (APR)	0 %	N/A	95 %
			Number of beneficiaries of services provided or improved	Gender, Age	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	350
	Output 3.1	Support services for the NEET (not in employment, education or training) established	Number of new or upgraded services developed and tested in local environment	N/A	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	2
			Number of staff trained to work with NEET[10]	Gender	Cumulative number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	20
			Number of inclusive activities (events, workshops, trainings)	N/A	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	20
	Output 3.2	Support to youth provided	Number of new or upgraded services	N/A	Cumulative number	Project Promoter's records	Semi-annually (APR and	0	N/A	3

[10] Advisors, mentors, trainers, etc.

							September IFR)			
			Number of staff trained[11]	Gender	Cumulative number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	15
			Number of networking, trainings or advisory activities for the young[12]	N/A	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	15
	Output 3.3	Support environment for precarious workers provided	Number of support services developed (advisory, information, training, etc.)	N/A	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	3
			Number of intellectual outputs produced (analyses, information materials, learning materials, etc.)	N/A	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	5
			Number of support activities (information events, workshops, etc.)	N/A	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	10
			Number of participants reached by awareness raising events (round tables, public debates, conferences, etc.)	N/A	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	200
PA04	Outcome 4	Improved work-life	Number of beneficiaries of services provided or improved	Gender	Cumulative number	Project Promoters' records	Semi-annually (APR and	0	N/A	150

[11] Advisors, mentors, trainers, etc.
[12] Workshops, hackathons, practical trainings, company visits, mentoring, etc

		balance (WLB)					September IFR)			
			Number of institutions applying gender equality instruments (or WLB instruments)	N/A	Cumulative number	Project Promoter's records	Annually (APR)	0	N/A	3
			Share of participants with improved understanding of WLB and gender policies	N/A	Percentage	Project Promoter's records	Annually (APR)	0 %	N/A	90 %
	Output 4.1	Local systems established supporting WLB	Number of measures improved or introduced at local level (new or upgraded services, products, tools)	N/A	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	3
			Number of professional staff trained (coordinators, mentors, informal carers, animators, etc.)	Gender	Cumulative number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	20
	Output 4.2	Organisational culture of work-life balance and gender equality generated	Number of participants reached by awareness raising and capacity building activities in organisations (disaggregated by gender)	N/A	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	100
			Number of measures adopted in organisations (tools, guidelines etc.)	N/A	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	4
PA16	Outcome 5	Improved skills for good governance and cooperation in the provision of child victim services	Number of beneficiaries of services provided or improved	Gender	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	80
			Share of professional staff who declared improved skills and competences	N/A	Percentage	Project Promoter's records, Survey, Attendance sheets	Annually (APR)	0 %	N/A	90 %

			Number of institutions using the "Barnahus/Children's House" model	N/A	Cumulative number	Project Promoter's records	Annually (APR)	0	N/A	1
	Output 5.1	New or improved cooperation models piloted for child victim services	Number of improved/new services supported	N/A	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	1
			Number of pilot projects implemented for child victim services	N/A	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	1
			Number of professional staff trained	Gender	Cumulative number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	120
			Number of training courses organised[13]	N/A	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	14
			Evaluation report on the pilot implementation	N/A	Binary	Project Promoter's records, evaluation report	Semi-annually (APR and September IFR)	No	N/A	Yes
			Plan for evaluation and expansion	N/A	Binary	Project Promoter's records, plan evaluation report	Semi-annually (APR and September IFR)	No	N/A	Yes
	Output 5.2	Awareness raising	Number of awareness raising campaigns	N/A	Cumulative number	Project Promoters' records,	Semi-annually (APR and	0	N/A	3

[13] Training courses carried out by the project promoter or attended by the project promoter's staff, professional staff and other experts.

		activities carried out				Audio/video/print material produced as part of the campaign	September IFR)			
			Number of people reached by awareness raising campaigns	N/A	Cumulative number	Project Promoter's records, estimation of media reach	Semi-annually (APR and September IFR)	0	N/A	100,000
			Number of schools included in awareness raising workshops	N/A	Cumulative number	Project Promoter's records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	20
PA03	Bilateral Outcome	Enhanced collaboration between the Slovene and Donor States institutions involved in the programme	Level of trust between cooperating entities in Beneficiary States and Donor States	N/A	Scale 1-7	Survey results	Annually (APR)	6.5[14]	N/A	4.5[15]
			Level of satisfaction with the partnership	N/A	Scale 1-7	Survey results	Annually (APR)	6.75[16]	N/A	4.5[17]
			Share of cooperating organisations that apply the knowledge acquired from bilateral partnership	N/A	Percentage	Survey results	Annually (APR)	0 %	N/A	50 %
	Bilateral Output 1	Bilateral cooperation activities supported	Number of projects involving cooperation with a donor project partner	N/A	Cumulative number	Copies of contracts concluded with Project Promoters, Partnership agreements between Project Promoters and project partners	Semi-annually (APR and September IFR)	0	N/A	7

[14] Survey to be carried out by the FMO
[15] Target is ≥4.5, and an increase on the baseline value
[16] Survey to be carried out by the FMO
[17] Target is ≥4.5, and an increase on the baseline value

Conditions

General

1. The NFP shall ensure that the Programme Operator ensures that the pre-defined project "Barnahus/Children's House" is complementary and provides synergies with the "Barnahus/Children's House" project, between the Ministry of Justice in Slovenia and the Council of Europe, supported by the EU Structural Reform Support Programme and that the activities are not duplicated.

2. 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.

3. For outcomes 1 and 2 indicator "Level of satisfaction with the institutional cooperation", 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 12 months after the finalisation of 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.

Pre-eligibility

No costs shall be eligible under the pre-defined project "Barnahus/Children's House" before a detailed description of the scope, activities and final budget, including costs related to refurbishment, furniture and equipment, has been submitted by the Programme Operator and the FMC has confirmed the grant to the project as described in Annex II to this Programme Agreement.

Pre-payment

Not applicable

Pre-completion

Not applicable

Post-completion

Not applicable

Eligibility of costs - period	**First date**	**Final date**
Eligibility of costs	18/04/2018	30/04/2025
Grant rate and co-financing		
Programme eligible expenditure (€)		€ 15,705,882
Programme grant rate (%)		85.00 %
Maximum amount of Programme grant - EEA Financial Mechanism (€)		€ 1,483,333
Maximum amount of Programme grant - Norwegian Financial Mechanism (€)		€ 11,866,667
Maximum amount of Programme grant - Total (€)		€ 13,350,000

PA	Budget Heading	EEA Grants	Norway Grants	Total grant	Programme grant rate	Programme co-financing	Programme eligible expenditure	Advance payment
PA03	Programme management	€ 116,666	€ 933,334	€ 1,050,000	85.00 %	€ 185,294	€ 1,235,294	€ 220,000
PA03	Outcome 1 (EEA Grants)					n/a		n/a
PA03	Outcome 1 (Norway Grants)		€ 5,154,283	€ 5,154,283	85.00 %	€ 909,579	€ 6,063,862	€ 1,600,000
PA03	Outcome 2 (EEA Grants)	€ 1,366,667		€ 1,366,667	85.00 %	€ 241,177	€ 1,607,844	€ 550,000
PA03	Outcome 2 (Norway Grants)					n/a		n/a
PA03	Outcome 3 (EEA Grants)					n/a		n/a
PA03	Outcome 3 (Norway Grants)		€ 2,750,000	€ 2,750,000	85.00 %	€ 485,294	€ 3,235,294	€ 870,000
PA04	Outcome 4 (EEA Grants)					n/a		n/a
PA04	Outcome 4 (Norway Grants)		€ 1,700,000	€ 1,700,000	85.00 %	€ 300,000	€ 2,000,000	€ 560,000
PA16	Outcome 5 (EEA Grants)					n/a		n/a
PA16	Outcome 5 (Norway Grants)		€ 1,329,050	€ 1,329,050	85.00 %	€ 234,538	€ 1,563,588	€ 250,000
Total		**€ 1,483,333**	**€ 11,866,667**	**€ 13,350,000**	**85.00 %**	**€ 2,355,882**	**€ 15,705,882**	**€ 4,050,000**

Retention of management costs	
Retention of management costs - Percentage of the management costs	10.00 %
Retention of management costs - Planned Euro value	€ 123,529

Education, Scholarships, Apprenticeship and Youth Enterpreneurship

Operational rules (Annex II)

1. **Programme summary**

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

The Programme Operator (PO) is the Government Office for Development and European Cohesion Policy (GODC) in Slovenia. The Norwegian Directorate for Higher Education and Skills (HK-dir) and the National Agency for International Education Affairs (AIBA) are the Donor Programme Partners (DPP).

The Programme objective "**enhanced human capital and knowledge base"** shall be attained through projects to be selected within five outcomes as a result of one call for outcomes 1, 3 and 4. In addition, under outcome 2 the pre-defined project (PDP) "Blended learning in vocational education and training" and under outcome 5 the pre-defined project (PDP) "Barnahus/Childrens' House" shall be supported.

The outcomes are:

- *Improved institutional cooperation at all levels of formal and informal education (Outcome 1)*

Institutional cooperation projects shall aim to develop new teaching modules, methods and strategies, enhance skills and competencies in all levels of education and training of staff.

- *Improved skills and competencies of staff and students involved in blended learning (Outcome 2)*

This outcome shall take the form of a pre-defined project, "Blended learning in vocational education and training".

- *Education and social environment to support disadvantaged groups improved (Outcome 3)*

Three types of cooperation projects shall be supported: i) support to persons not in employment, education or training (NEET), ii) support to young persons in less dynamic local environments and iii) precarious employment.

- *Improved work-life balance (Outcome 4)*

Two types of cooperation projects shall be supported: i) improving local services to support work-life balance and ii) developing an organizational culture supportive to work-life balance and gender equality policies.

- *Improved skills for good governance and cooperation in the provision of child victim services (Outcome 5)*

This outcome shall take the form of a pre-defined project, "Barnahus/Children's House".

2. Eligibility

2.1 Eligible applicants:

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

The following limitations shall be placed:

Outcome(s)	Eligible applicants	Eligible partners
Outcome 1 (Norway Grants)	Any entity, public or private, commercial or non-commercial and non-governmental organisations, established as legal person in Slovenia.	Any public or private entity, commercial or non-commercial, as well as non-governmental organisations established as a legal person in Norway or Slovenia, or any international organisation or body or agency thereof, actively involved in, and effectively contributing to the implementation of a project.
Outcome 3 (Norway Grants)		
Outcome 4 (Norway Grants)		

2.2 Special rules on eligibility of costs:
Chapter 8 of the Regulation contains the rules on eligibility of costs. The following exception is possible:

- For outcomes 1, 2, 3, 4 and 5 (open call and PDPs), in accordance with Article 8.5.4 of the Regulation, indirect costs shall be identified in accordance with paragraphs (a) or (c) of Article 8.5.1 of the Regulation.

3. Bilateral relations
3.1 Bilateral relations
The programme shall contribute to strengthening bilateral relations between Slovenia 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 proposal, as well as by encouraging donor partnership projects in call texts.

In accordance with Guideline for Educational Programmes and Article 4.4 of the Regulation, a Cooperation Commitee shall be established. HK-dir and AIBA shall be invited to attend the Cooperation Committee as a full member.

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):
One call shall be launched for Outcomes 1, 3 and 4. If appropriate and if there are uncommitted funds after the first deadline, a second deadline for applications shall be published no later than in the first half of 2021. The calls shall be launched in accordance with the timetable indicated below:

Call / SGS	Outcomes	Total available amount	Maximum grant applied for	Minimum grant applied for	Indicative timing
Call#1	*Outcome 1*	*€6,063,862*	*€1,000, 000*	*€200 000*	*1st half 2020 first deadline*
	Outcome 3	*€3,235,294*	*€500,000*	*€200 000*	
NOR Grants	*Outcome 4*	*€2,000,000*	*€500,000*	*€200 000*	*1st half 2021 second deadline, if necessary*

In Outcomes 1, 3 and 4 partnerships with entities from the Donor State are encouraged and will receive extra points in the selection procedure.

4.2 Selection procedures:
For Outcomes 1, 3 and 4 the following selection procedure shall apply:

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, selection and the award of grants.

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 at least two impartial experts appointed by the Programme Operator. At least one of the experts shall be external and independent of the Government Office for Development and European Cohesion Policy. The experts shall separately score the project according to the qualitative selection criteria published within the call for proposals. For the purposes of ranking the projects, the average of the scores awarded by the experts shall be used.

For the selection of projects the Programme Operator shall establish a Selection Committee (hereinafter: SC). The SC shall be chaired by the Programme Operator representative. The SC will consist of at least three persons, at least one of them will be external to the Programme Operator. Members of the SC will be representatives of the Programme Operator, representatives of relevant ministries responsible for the programme areas and other relevant experts if needed.

Representatives of the FMO and the NFP shall be invited to participate in the SC meeting as observers. The Donor Programme Partners shall be invited as members with voting rights.

After the completion of the assessment performed by independent experts a ranking list of eligible projects shall be prepared by the Programme Operator and submitted to the members of the SC. The SC shall review the ranking list and recommend to the Programme Operator a list of projects admitted for co-financing within the programme. The SC may, in justified cases, modify the ranking of the projects prepared by Programme Operator after quality assessment. The justification for the modifications shall be detailed in the minutes of the meeting of the SC and all affected applicants shall be informed in writing about the justification of the modification.

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 SC, decide which projects shall be supported. The Programme Operator shall inform the applicants of the results of the selection process and publicise the results.

4.3 Project grant rate:
Grants to projects from the programme may be up to 100% of total eligible expenditure of the project, including in the case of projects where the project promoter is an NGO, as defined in Article 1.6 of the Regulation. 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 two pre-defined projects implemented under this programme:

1) ""Blended learning in vocational education and training" (BlendVET)"

Project Promoter:	Institute of the Republic of Slovenia for Vocational Education and Training
Donor project partner(s):	Østfold University College Åssiden upper secondary school Viken Vocational College University of Akureyri (HA) Akureyri Comprehensive College
Other project partner(s):	University of Ljubljana, Faculty of Arts Upper-secondary VET school Trbovlje School centre Novo mesto School centre Celje Upper-secondary VET school Koper
Total maximum eligible costs:	€ 1,607,844
Project grant rate:	100.00 %
Maximum project grant amount:	€ 1,607,844
Estimated duration:	30 months

The main objective of the project BlendVET is to establish conditions at the project partner schools for the use of digital technologies in teaching and learning in VET.

The BlendVET project comprises a series of development and training activities aiming to support the development of VET professionals' pedagogical and digital competencies, and to provide comprehensive didactical and digital solutions for teaching and learning processes.

Main activities include:

- Elaboration and development of schools' strategies of digital transformation, which will be achieved by defining the elements of the blended/digital learning strategy, training for VET school headmasters and development teams, self-evaluation on how technology is used in school, creation of blended learning strategies and implementation plans with a feedback during the process and elaboration of strategic model blended/digital learning development at VET schools;
- Development of pedagogical solutions and piloting, which will be achieved by defining elements of blended learning model and teachers' pedagogical and digital competencies, development and implementation of (blended training) courses for VET teachers, development of didactical plans for blended learning units (curriculum in use), preparation of video tutorials, pilot implementation of blended learning in selected courses, blended training for teachers of additional VET schools and evaluation of the whole process developing and implementing the blended learning;

- Design and development of e-learning solutions, which will be achieved by identification of learning units and learning goals, scripts development, production of interactive learning materials and tutorials.

2) ""Barnahus/Children's House""

Project Promoter:	Ministry of Justice of Slovenia
Other project partner(s):	Public Institution Children's House (Children's House)
Total maximum eligible costs:	€ 1,563,588
Project grant rate:	100.00 %
Maximum project grant amount:	€ 1,563,588
Estimated duration:	39 months

The predefined project will, using the 'Barnahus/Children's house' model, provide child-friendly justice in accordance with European directives and improve interagency cooperation in processes and procedures concerning the treatment of children who are victims of crime.

Activities include:

- Establishing (including refurbishment, furniture and equipment) and coordinating a pilot model of a ‘Barnahus/children’s house’ in Slovenia;

- Development of training material for professional staff;

- Training of professional staff;

- Awareness-raising activities with schools and the general public;

- Evaluation of the pilot.

5.2 Financial Instruments
Not applicable

6. Programme Management
6.1 Payment flows
The Programme Operator shall ensure that funds are available for payments to projects in a timely manner. Payments of the project grant may take the form of advance payments, interim payments and final payments. Advance payments can be up to 30% of the total awarded grant amount in accordance with Slovenian national legislation and if funds are available at the Programme Operator's designated budget lines within the State budget. The advance payment shall be paid to Project Promoter in line with Slovenian national legislation in 30 days following the signature of the Project Contract.

Subsequent interim payments shall be paid no later than 30 days after the approval of Project Interim Reports. The frequency of interim reporting to the Programme Operator shall be based on an agreed timetable. Final payment will be paid after the approval of a final project report.

For projects of which Project Promoters are direct State budget users there are no actual payment transfers between the Programme Operator and the Project Promoter. In this situation the programme funding is stated as appropriations within the national budget on Project Promoter's designated budget lines.

6.2 Verification of payment claims

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

In line with point i) of Article 5.6.2 of the Regulation incurred expenditure reported 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 provisions contained in the legal framework. The Programme Operator shall ensure that suitable and sufficient monitoring and reporting arrangement are made with the project promoters in order to enable the Programme Operator and the National Focal Point to meet its obligation to the Donor States.

When reporting on progress achieved in Annual and Final Programme Reports, the Programme Operator shall disaggregate results achieved in accordance with the Annex I to the Programme Agreement and with "Core indicators 2014-2021", guidance document for programmes financed under the EEA and Norway Grants 2014-2021.

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