Norwegian Financial Mechanism 2014-2021

PROGRAMME AGREEMENT

between

The Norwegian Ministry of Foreign Affairs

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 "Local Development, Poverty Reduction and Roma Inclusion"

hereinafter referred to as the "Programme"

Chapter 1
Scope, Legal Framework, and Definitions

Article 1.1
Scope

This programme agreement between the Norwegian Ministry of Foreign Affairs (hereinafter referred to as the NMFA) and the National Focal Point lays down the rights and obligations of the Parties regarding the implementation of the Programme and the financial contribution from the Norwegian Financial Mechanism 2014-2021 to the Programme.

Article 1.2
Legal Framework

1. This programme agreement shall be read in conjunction with the following documents which, together with this programme agreement, constitute the legal framework of the Norwegian Financial Mechanism 2014-2021:

(a) Agreement between the Kingdom of Norway and the European Union on the Norwegian Financial Mechanism 2014-2021 (hereinafter referred to as the Agreement);(b) the Regulation on the implementation of the Norwegian Financial Mechanism 2014-2021 (hereinafter referred to as the "Regulation") issued by Norway in accordance with Article 10(5) of the Agreement;

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

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

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

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

Article 1.3
Definitions

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

Article 1.4
Annexes and hierarchy of documents

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

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

3. Commitments, statements and guarantees, explicit as well as implicit, made in the preparation of the programme are binding for the National Focal Point and the Programme Operator unless otherwise explicitly stipulated in the annexes to this programme agreement.

Chapter 2
The Programme

Article 2.1
Co-operation

1. The Parties shall take all appropriate and necessary measures to ensure fulfilment of the obligations and objectives arising out of this programme agreement.

2. The Parties agree to provide all information necessary for the good functioning of this programme agreement and to apply the principles of implementation as set out in the Regulation.

3. The Parties shall promptly inform each other of any circumstances that interfere or threaten to interfere with the successful implementation of the Programme.

4. In executing this programme agreement the Parties declare to counteract corrupt practices. Further, they declare not to accept, either directly or indirectly, any kind of offer, gift, payments or benefits which would or could be construed as illegal or corrupt practice. The Parties shall immediately inform each other of any indication of corruption or misuse of resources related to this programme agreement.

Article 2.2
Main responsibilities of the Parties

1. The National Focal Point is responsible and accountable for the overall management of the Norwegian Financial Mechanism 2014-2021 in the Beneficiary State and for the full and correct

implementation of this programme agreement. In particular, the National Focal Point undertakes to:

(a) comply with its obligations stipulated in the Regulation and this programme agreement;

(b) ensure that the Certifying Authority, the Audit Authority, the Irregularities Authority and the Programme Operator properly perform the tasks assigned to them in the Regulation, this programme agreement and the programme implementation agreement;

(c) take all necessary steps to ensure that the Programme Operator is fully committed and able to implement and manage the Programme;

(d) take the necessary measures to remedy irregularities in the implementation of the Programme and ensure that the Programme Operator takes appropriate measures to remedy irregularities in Projects within the Programme, including measures to recover misspent funds;

(e) make all the necessary and appropriate arrangements in order to strengthen or change the way the Programme is managed.

2. The NMFA shall, subject to the rules stipulated in the legal framework referred to in Article 1.2 of this programme agreement, make available to the Beneficiary State a financial contribution (hereinafter referred to as "the programme grant") to be used exclusively to finance the eligible cost of the Programme.

Article 2.3
Objective and outcomes of the Programme

1. This programme agreement sets out the objective, outcome(s), outputs, indicators and targets for the Programme.

2. The National Focal Point shall ensure that the Programme Operator implements and completes the Programme in accordance with the objective, outcome(s), outputs, indicators and targets set for the Programme.

Article 2.4
Programme grant

1. The maximum amount of the programme grant, the programme grant rate, and the estimated eligible cost of the Programme shall be as specified in this programme agreement.

2. In case the Programme is also supported by the EEA Financial Mechanism, this programme agreement shall be interpreted in conjunction with the agreement regulating that support.

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

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

(b) indicate the agreed advance payment, if any.

4. The management cost of the Programme Operator shall not exceed the amount specified in this programme agreement.

Article 2.5
Special conditions and programme specific rules

1. This programme agreement shall list any conditions set by the NMFA with reference to paragraph 2 of Article 6.3 of the Regulation. The National Focal Point shall ensure compliance with these conditions and take the necessary steps to ensure their fulfilment.

2. The National Focal Point shall ensure compliance with any other programme specific rules laid down in this programme agreement.

Article 2.6
Programme implementation agreement

With reference to Article 6.8 of the Regulation and without prejudice to paragraph 2 thereof, the National Focal Point shall, before any payment is made to the Programme, sign a programme implementation agreement with the Programme Operator. The National Focal Point shall notify the NMFA of such signing.

Article 2.7
Reporting

The National Focal Point shall ensure that the Programme Operator provides financial reports, annual programme reports and a final programme report in accordance with Chapter 9 and Articles 6.11 and 6.12 of the Regulation as well as statistical reporting in accordance with guidelines adopted by the NMFA.

Article 2.8
External monitoring

The external monitoring and audit referred to in Articles 11.1, 11.2, 11.3 and 11.4 of the Regulation shall not in any way relieve the National Focal Point or the Programme Operator of their obligations under the legal framework regarding monitoring of

the Programme and/or its projects, financial control and audit.

Article 2.9
Modification of the Programme

1. Unless otherwise explicitly stipulated in this programme agreement, any modification of the Programme is subject to prior approval by the NMFA.

2. Programme specific exceptions from paragraph 1, if any, are set in the annexes to this programme agreement.

3. Expenditures incurred in breach of this article are not eligible.

4. Should there be a doubt as to whether the proposed modifications require approval by the NMFA, the National Focal Point shall consult the NMFA before such modifications take effect.

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

Article 2.10
Communication

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

2. To the extent that original documents are not available in the English language, the documents shall be accompanied by full and accurate translations into English. The National Focal Point shall bear the responsibility for the accuracy of the translation that it provides and the possible consequences that might arise from any inaccurate translations.

Article 2.11
Contact information

1. The contact information of the Programme Operator is as specified in this programme agreement.

2. The contact information for the NMFA and the Financial Mechanism Office are:

Financial Mechanism Office
Att: Director
EFTA Secretariat
Rue Joseph II, 12-16
1000 Brussels
Telephone: +32 (0)2 286 1701
Telefax (general): +32 (0)2 211 1889
E-mail: fmo@efta.int

3. Changes of or corrections to the contact information referred to in this article shall be given in writing without undue delay by the Parties to this programme agreement.

Article 2.12
Representations and Warranties

1. This programme agreement and the awarding of the programme grant is based on information provided by, through, or on behalf of the National Focal Point to the NMFA prior to the signing of this programme agreement.

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

Chapter 3
Projects

Article 3.1
Selection of projects and award of grants

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

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

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

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

Article 3.2
Project contract

1. For each approved project a project contract shall be concluded between the Programme Operator and the Project Promoter.

2. In cases where a project contract cannot, due to provisions in the national legislation, be made between the Programme Operator and the Project Promoter, the Beneficiary State may instead issue a legislative or administrative act of similar effect and content.

3. The content and form or the project contract shall comply with Article 7.6 of the Regulation.

4. The National Focal Point shall ensure that the obligations of the Project Promoter under the project contract are valid and enforceable under the applicable law of the Beneficiary State.

Article 3.3
Project partners and partnership agreements

1. A project may be implemented in a partnership between the Project Promoter and project partners as defined in paragraph 1(w) of Article 1.6 of the Regulation. If a project is implemented in such a partnership, the Project Promoter shall sign a partnership agreement with the project partners with the content and in the form stipulated in Article 7.7 of the Regulation.

2. The partnership agreement shall be in English if one of the parties to the agreement is an entity from Norway.

3. The eligibility of expenditures incurred by a project partner is subject to the same limitations as would apply if the expenditures were incurred by the Project Promoter.

4. The creation and implementation of the relationship between the Project Promoter and the project partner shall comply with the applicable national and European Union law on public procurement as well as Article 8.15 of the Regulation.

5. The National Focal Point shall ensure that the Programme Operator verifies that the partnership agreement complies with this article. A draft partnership agreement or letter of intent shall be submitted to the Programme Operator before the signing of the project contract.

Chapter 4
Finance

Article 4.1
Eligible expenditures

1. Subject to Article 8.7 of the Regulation, eligible expenditures of this Programme are:

(a) management costs of the Programme Operator in accordance with the detailed budget in the financial plan;

(b) payments to projects within this Programme in accordance with the Regulation, this programme agreement and the project contract.

2. Eligible expenditures of projects are those actually incurred by the Project Promoter or project partners, meet the criteria set in Article 8.2 of the Regulation and fall within the categories and fulfil the conditions of direct eligible expenditure set in Article 8.3 of the Regulation, the conditions regarding the use of standard scales of unit costs set in Article 8.4 of the Regulation as well as indirect costs in accordance with Article 8.5 of the Regulation.

4. The first date of eligibility of expenditures in projects shall be set in the project contract in accordance with Article 8.13 of the Regulation. The first date of eligibility of any pre-defined projects shall be no earlier than the date on which the National Focal Point notifies the NMFA of a positive appraisal of the pre-defined projects by the Programme Operator in accordance with paragraph 3 of Article 6.5 of the Regulation.

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

Article 4.2
Proof of expenditure

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

Article 4.3
Payments

1. Payments to the Programme shall be made when all relevant conditions for payments stipulated in this programme agreement and the Regulation have been fulfilled.

2. Payments to the Programme shall take the form of an advance payment, interim payments and payment of the final balance and shall be made in accordance with Articles 9.2, 9.3 and 9.4 of the Regulation.

3. Payments of the project grant to the Project Promoters may take the form of advance payments, interim payments and payments of the final balance. The level of advance payments and their off-set mechanism is set in this programme agreement.

4. The National Focal Point shall ensure that payments are transferred in accordance with paragraph 2 of Article 9.1 of the Regulation.

5. Chapter 9 of the Regulation shall apply to all aspects related to payments, including currency exchange rules and handling of interests on bank accounts.

Article 4.4
Transparency and availability of documents

The National Focal Point shall ensure an audit trail for financial contributions from the Norwegian Financial Mechanism 2014-2021 to the Programme in accordance with Article 9.8 of the Regulation.

Article 4.5
Irregularities, suspension and reimbursements

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

Chapter 5
Final provisions

Article 5.1
Dispute settlement

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

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

Article 5.2
Termination

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

(a) a general suspension decision according to Article 13.6 of the Regulation or a decision to suspend payments according to paragraph 1(h) of Article 13.1 of the Regulation has not been lifted within 6 months of such a decision;

(b) a suspension of payments according to Article 13.1 of the Regulation, other than under paragraph 1(h), has not been lifted within one year of such a decision;

(c) a request for reimbursement according to Article 13.2 of the Regulation has not been complied with within one year from such a decision;

(d) the Programme Operator becomes bankrupt, is deemed to be insolvent, or declares that it does not have the financial capacity to continue with the implementation of the Programme; or

(e) the Programme Operator has, in the opinion of the NMFA, been engaged in corruption, fraud or similar activities or has not taken the appropriate measures to detect or prevent such activities or, if they have occurred, nullify their effects.

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

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

Article 5.3
Waiver of responsibility

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

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

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

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

5. Neither the European Free Trade Association, its Secretariat, including the FMO, its officials or employees, nor the NMFA, its officials or employees, can be held liable for any damages or injuries of whatever nature sustained by the National Focal Point or the Beneficiary State, the Programme Operator, Project Promoters or any other third

person, in connection, be it direct or indirect, with this programme agreement.

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

Article 5.4
Entry into force and duration

1. This programme agreement shall enter into force on the date of the last signature of the Parties.

2. This programme agreement shall remain in force until five years have elapsed after the date of the acceptance of the final programme report.

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

For the Donors

Signed in Bratislava on 13/11/2019

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Niels Engelschiøn
Director General, Norwegian Ministry of Foreign Affairs

For the National Focal Point

Signed in Bratislava on 13/11/2019

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Matus Sutaj Estok
Head of the Government Office of the Slovak Republic

Annex I to the Programme Agreement

Programme Operators and Partners	
Programme Operator:	Ministry of Investments, Regional Development and Informatization of the Slovak Republic
Donor Programme Partner:	-
IPO:	Council of Europe (CoE)
Other Programme Partner(s):	-

Programme Objective	Strengthened social and economic cohesion

PA	Outcome/Output	Expected programme results	Indicator	Disaggregation	Unit of measurement	Source of verification	Frequency of reporting	Baseline values	Baseline year	Target value
PA10	Outcome 1	Social and economic development of the least developed districts strengthened	Number of jobs created	Gender, Age	Cumulative number	Payroll records, employment agreements	Annually (APR)	0	N/A	20
			Number of municipalities with increased capacity to offer multiple extracurricular activities to children and youth	N/A	Cumulative number	Project Contracts, Project Promoters' records	Annually (APR)	0	N/A	10
			Number of people at risk of poverty using services provided by the supported youth centres	Gender, Age, Roma	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	1,500
	Output 1.1	Services and infrastructure for children and youth provided	Number of multifunctional youth centres established or supported	N/A	Cumulative number	Project Contracts, Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	9
			Number of legal entities involved in the projects	N/A	Cumulative number	Project Contracts, Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	30

			Number of projects implemented in multi-level and/or multi-stakeholder local partnerships[1]	N/A	Cumulative number	Project Contracts, Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	9
			Number of field social workers and/or Roma mediators cooperating with the Youth Centres	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	20
			Average increase of time (in hours per week) the centre is open for children and youth	N/A	Average	Project Promoters' records	Annually (APR)	0	N/A	8
PA07	Outcome 2	Social inclusion of marginalized Roma communities enhanced	Share of majority population in intervention area accepting Roma	N/A	Percentage	Survey results	Annually (APR)	31.41 %	2020	39.26 %[2]
			Number of Roma people using supported services	Gender, Age	Cumulative number	Project Promoters' records, Attendance sheets	Annually (APR)	0	N/A	4,000
			Share of people living in the marginalised Roma communities in project intervention area receiving services	N/A	Percentage	Project Promoters' records	Annually (APR)	N/A	N/A	20 %
	Output 2.1	Services to Marginalised Roma Communities provided	Number of projects applying an integrated approach (i.e. addressing more than one thematic area of intervention among health, education, employment, housing and non-discrimination components)	N/A	Cumulative number	Project Contracts, Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	18

[1] Multi-level means partnership between various levels of publict administration (national, regional, local). Multi-stakeholder means partnership between organsiations from different sector (public sector, civil society sector, private sector etc.).

[2] The target value was set to +25% from the baseline

			Number of joint activities between Roma and non-Roma	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	36
			Number of marginalised Roma communities with investments into public infrastructure reducing disparities between Roma and non-Roma	N/A	Cumulative number	Project Contracts, Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	10
			Number of Roma people working in the centres	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	50
			Number of marginalized Roma communities provided with services	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	24
	Output 2.2	Capacities of organisations active in the social inclusion of marginalised Roma communities increased	Number of entities / actors active in the social inclusion of marginalised Roma communities supported	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	40
			Number of good practices replicated in marginalised Roma communities	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	20
			Number of multi-stakeholder partnerships established or supported[3]	N/A	Cumulative number	Project Contracts, Partnership Agreements, Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	18

[3] Multi-stakeholder means partnership between organisations from different sector (public sector, civil society sector, private sector etc.).

PA08	Outcome 3	Capacity of schools for inclusive education enhanced	Number of educational institutions that have implementing curricula on Romani language or culture	N/A	Cumulative number	Project Promoter' s records	Annually (APR)	80	2019	105
			Number of schools applying inclusive education models	N/A	Cumulative number	Project Promoter' s records	Annually (APR)	17	2019	60
	Output 3.1	Children and youth with a Roma background empowered	Number of textbooks and methodological materials integrating Roma history and language for teaching staff and pupils of primary and secondary schools distributed	N/A	Cumulative number	Copies of textbooks and methodological materials	Semi-annually (APR and September IFR)	0	N/A	11,500
			Number of kindergarten, primary and secondary teachers working with Roma children trained in innovative education practices	Gender, Roma	Cumulative number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	80
			Number of school administration/management staff working with Roma children trained in innovative education practices	Gender, Roma	Cumulative number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	80
			Number of Romani language teacher candidates prepared for the state language examination	Gender, Roma	Cumulative number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	10
			Number of multipliers/trainers trained in Education for democratic citizenship (EDC) and Human rights education (HRE)	Gender, Roma	Cumulative number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	10
			Number of professional staff trained in Education for democratic Citizenship (EDC) and Human Rights education (HRE)	Gender, Roma	Cumulative number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	60

PA10	Bilateral Outcome	Enhanced collaboration between beneficiary and donor state entities involved in the programme	Level of trust between cooperating entities in Beneficiary States and Donor States	N/A	Scale 1-7	Survey results	Annually (APR)	6.47[4]	2022	4.5[5]
			Level of satisfaction with the partnership	N/A	Scale 1-7	Survey results	Annually (APR)	6.5[6]	2022	4.5[7]
			Share of cooperating organisations that apply the knowledge acquired from bilateral partnership	N/A	Percentage	Survey results	Annually (APR)	N/A	N/A	50 %[8]
	Bilateral Output 1	Cooperation between Donor and Beneficiary State entities 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	15
			Number of pedagogical staff participating in the “Oslo” Study visit	Gender, Roma	Cumulative number	Project Promoter’ s records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	60

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

Conditions

General

1. The maximum level of funding available from the total eligible expenditure of the programme for infrastructure (hard measures) shall be 60%.

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 the outcome 2 indicator "Share of majority population in the intervention area accepting Roma", where the baseline value is "to be determined" (TBD), the National Focal Point shall ensure that the Programme Operator submits to the FMO the baseline value, together with a description of the data collection method used, no later than six months after the finalisation of the selection of projects under the call for proposals within this outcome. The updated baseline value shall be agreed upon through a modification of the programme agreement.

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 (€)		€ 16,247,059
Programme grant rate (%)		85.00 %
Maximum amount of Programme grant - EEA Financial Mechanism (€)		-
Maximum amount of Programme grant - Norwegian Financial Mechanism (€)		€ 13,810,000
Maximum amount of Programme grant - Total (€)		€ 13,810,000

PA	Budget Heading	Norway Grants	Total grant	Programme grant rate	Programme co-financing	Programme eligible expenditure	Advance payment
PA10	Programme management	€ 1,190,000	€ 1,190,000	85.00 %	€ 210,000	€ 1,400,000	€ 297,500
PA10	Outcome 1 (Norway Grants)	€ 4,943,543	€ 4,943,543	85.00 %	€ 872,390	€ 5,815,933	€ 0
PA07	Outcome 2 (Norway Grants)	€ 6,350,457	€ 6,350,457	85.00 %	€ 1,120,669	€ 7,471,126	€ 0
PA08	Outcome 3 (Norway Grants)	€ 1,326,000	€ 1,326,000	85.00 %	€ 234,000	€ 1,560,000	€ 276,250
Total		**€ 13,810,000**	**€ 13,810,000**	**85.00 %**	**€ 2,437,059**	**€ 16,247,059**	**€ 573,750**

Retention of management costs	
Retention of management costs - Percentage of the management costs	10.00 %
Retention of management costs - Planned Euro value	€ 140,000

Local Development, Poverty Reduction and Roma Inclusion

Operational rules (Annex II)

1. Programme summary

This Annex sets out the operational rules for the programme. The programme agreement is based on the MoU, the concept note and comments made by the NMFA. 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 Ministry of Investments, Regional Development and Informatization of the Slovak Republic. There is no Donor Programme Partner. The Council of Europe is designated as International Partner Organisation (IPO). The Plenipotentiary for Roma Communities and the government administrative unit responsible for the development of the Least Developed Districts shall be members of the Cooperation Committee.

The programme shall cover the following programme areas: Roma Inclusion and Empowerment (PA7), Children and Youth at Risk (PA8) and Local Development and Poverty Reduction (PA10).

The programme objective, '***Strengthened social and economic cohesion'*** shall be attained through three outcomes:

- Outcome 1 '***Social and economic development of the least developed districts strengthened***', implemented by way of an open call for proposals (Call#1). The call shall aim to enhance access of vulnerable children and youth to a broader range of extra-curricular activities to improve their educational outcomes and provide them with skills increasing their chances for obtaining employment. The call, focused on the least developed districts, shall support multi-functional youth centres through enhancing the collaboration and networking of existing local actors working with children and youth (e.g. local and regional authorities, schools, kindergartens, community centres, NGOs) to better respond to specific local needs.

- Outcome 2 '***Social inclusion of marginalized Roma communities enhanced***', implemented by way of:
    - an open call (Call#2) supporting community-based interventions in or for the direct benefit of marginalised Roma communities using an integrated approach, i.e. linking multiple interventions to improve their status and opportunities in the fields of education, employment, health, housing or non-discrimination.
    - a small grant scheme (SGS) supporting the capacity-building of smaller local organisations through the implementation of grassroots initiatives and the replication of proven good practices in the field of local development and the social inclusion of marginalised Roma communities, in fields listed for the open call above.

- Outcome 3 '***Capacity of schools for inclusive education enhanced***', implemented by way of one pre-defined project (PDP). The project shall aim to increase the number of schools applying inclusive education models through training school staff and to broaden access to curricula on Romani language and history. Expanding the activities of the project funded from the 09-14 mechanism, it will enhance the cooperation with the donor project partners, the European Wergeland Centre (EWC).

2. Eligibility

2.1 Eligible applicants:

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

Call / SGS number	Outcome(s)	Eligible applicants	Eligible partners
Call#1	*Outcome 1*	Self-governing regions of Banská Bystrica, Košice, Prešov and their budgetary and allowance organisations Municipalities located in the Least Developed Districts and their budgetary and allowance organisations State administration bodies Applicants shall have at least two different project partners among those listed as Eligible partners	Entities established as a legal person in the Slovak Republic (at least two different kinds from the list): • State budgetary and contributory organizations established in accordance with Act No. 523/2004 Coll. on Budget Rules of the Public Service; • Municipalities in accordance with Act No. 369/1990 Coll. on Municipal Administration • Higher territorial units and offices of self-governing regions in accordance with Act No. 302/2001 Coll. on self-government of higher territorial units • NGOs or other legal forms running a community centre or centre working with children and youth Other partners in addition to two project partners from the list above in accordance with Article 7.2 2 of the Regulation
Call#2	*Outcome 2*	In accordance with Article 7.2.1 of the Regulation	In accordance with Article 7.2.2 of the Regulation
SGS	*Outcome 2*	In accordance with Article 7.2.1 of the Regulation	In accordance with Article 7.2.2 of the Regulation

2.2 Special rules on eligibility of costs:

Costs are eligible in accordance with Chapter 8 of the Regulations.

In case of projects where the project promoter is an NGO or a social partner, in-kind contribution in the form of voluntary work may, in accordance with Article 6.4.5 of the Regulation, constitute up to 100% of the co-financing required by the programme for the project.

3. Bilateral relations

3.1 Bilateral relations

The programme shall contribute to strengthening bilateral relations between Slovakia and Norway.

The programme shall, as appropriate, facilitate donor partnership projects by encouraging partnerships with donor state entities in the open calls.

The programme will facilitate bilateral cooperation between Slovakia and Norway in the field of inclusive education, namely through study visits and trainings for school management and teaching staff on education for democratic citizenship (EDC) and human rights education (HRE).

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):

Call / SGS number	Total available amount	Maximum grant applied for	Minimum grant applied for	Indicative timing
Call#1 ***Outcome 1*** *"Social and economic development of the least developed districts strenghtened"*	*€6,075,9337 700 000*	*€1,-000,-000*	*€200,-000*	*1st half 2020*
Call#2 ***Outcome 2*** *"Social Inclusion of marginalized Roma communities enhanced*":	*€6,155,2947,555, 2946 000 000*	*€1,-000,-000*	*€200,-000*	*1st half 2020*
SGS ***Outcome 2*** "*Social Inclusion of marginalized Roma communities enhanced"*	*€1,315,8321 247 059*	*€200,-000*	*€25,-000*	*1st half 2020*

~~Amounts uncommitted following one call may be transferred to calls within the same outcome.~~

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 (SC) 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 three of them shall be external to the Programme Operator and the IPO.

The IPO, the NMFA 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. The experts shall be impartial and independent of the Programme Operator and the Selection Committee.

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

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

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

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

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

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

4.3 Project grant rate:

Grants to projects from the programme may be up to 100% of total eligible expenditure of the project. In the case of projects where the project promoter is a social partner, as defined in Article 1.6 of the Regulation, the project grant rate may be up to 90% of total eligible expenditure of the project. The project grant rate shall in all cases be set at a level that complies with the State Aid rules in force and takes into account any and all other forms of public support granted to projects. Any remaining costs of the project shall be provided or obtained by the project promoter.

5. Additional mechanisms within the Programme

5.1 Pre-defined projects

There will be one pre-defined project implemented under the programme.

1) "Innovative education of teachers to increase their intercultural competences in the education process of Roma pupils"

Project Promoter:	National Institute of Education and Youth
Donor project partner(s):	European Wergeland Centre
Total maximum eligible costs:	€ 1,560,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 1,560,000
Estimated duration:	36 months

The overarching aim of the project is to contribute to improving the environment for inclusive education in Slovakia in order to increase the school participation and to improve the educational outcomes of Roma children and youth. To achieve this, the project aims to enhance the capacity of schools for inclusive education using a 'whole-school' approach, i.e. involving school management besides the teaching staff.

The project shall on one hand provide training for school management and pedagogical staff on inclusive, intercultural and democratic education to enable them to work better with children from Roma communities. On the other hand, the project shall develop teaching materials for curricula on Roma culture and history and Romani language and shall help teachers acquire the necessary qualifications to actively teach and mainstream these curricula in school education programmes.

The partnership with Norwegian institutions is an essential part of the project enhancing bilateral relations in the field of inclusive education practices. The European Wergeland Centre shall organise a study visit for Slovak pedagogical staff in Norway and shall contribute to the next edition of the Slovak academy through providing expertise in the development of concepts of Education for democratic citizenship (EDC) and Human rights education (HRE) and related training for teachers/multipliers.

Project activities shall include:

1. Educational activities
    - *Trainings for pedagogical staff members of kindergartens, primary and secondary schools on innovative education practices*: the aim is to prepare teaching staff (teachers, teachers ´assistants, educators) to work with pupils from Roma communities, applying innovative forms of education and including the Romani language, Roma culture and Roma history in the teaching process. The trainings will create a platform for dialogue between schools in the field of inclusive and innovative education and strengthen development of Roma identity and Roma cultural values.
    - *Preparation of teachers teaching Romani language for the state language examination in Romani language*

- *Innovative education programs for school management and pedagogical staff*: the main goal of the training is to motivate school management to integrate Romani language, Roma culture and history into school education programmes and to adopt new forms of communication with employees to promote inclusive school environments.

2. Development and dissemination of teaching materials
   - *Production of teaching materials, including digitalization (electronic version)*: teaching materials include Romani/Slovak dictionary, language books, readers and workbooks, along with methodologies and good practices also in digital PDF format.
   - *Dissemination of results*: four technical project workshops between the project promoter and project partners are planned to take place in Norway. In addition to a website dedicated to project results, an opening and a final conference will serve to disseminate information about the project.
3. Study visit in Norway for pedagogical staff: The study visit organised by the European Wergeland Centre shall prepare teaching staff (teachers, teachers´ assistants, educators) for efficient work in classrooms with pupils from different cultural backgrounds and for new forms of dialogues in conflict situations at the level of classroom, increasing the motivation of teaching staff to building a positive school climate. It will also enable cooperation between schools from Slovakia and Norway.
4. Slovak academy: training of school staff and multipliers
   - *Training on Education for democratic citizenship (EDC) and Human rights education (HRE)*: the training aims to support creating a democratic school climate in Slovakia, strengthening professional competencies of school management, teachers and other actors, supporting partnership and co-operation of schools in the field of education and training in human rights and democratic citizenship. It will provide practical tools to identify and respond to challenges facing the school by way of implementing action plans for a democratic and inclusive environment using the whole-school approach.
   - *Trainings for multipliers/trainers in EDC/HRE*: the training aims to train and create a network of trainers/multipliers to strengthen the capacity in EDC/HRE and inclusive school development and to support the implementation of the training in EDC/HRE – Slovak Academy "Building democratic and inclusive school environment for all".

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 level of advance payment to projects shall be set out in the project contract. The maximum level of advance payment shall be linked to the project budget and duration as follows:

Project implementation duration[9]	**Advance payment**	**1st**	**2nd**	**3rd**	**4th**	**Final payment**[10]

[9] 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 to proceed with these payments.

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

		Interim payment	**Interim payment**	**Interim payment**	**Interim payment**	
Less than 24 months	20%	40%	35%	-	-	5%
24-36 months	15%	30%	25%	25%	-	5%
More than 36 months	10%	20%	20%	25%	20%	5%

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 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 1 month after the approval of project interim reports.

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

The approval of project interim and final reports shall take place within 3 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 Regulations 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 Regulations 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 NMFA.

When reporting on progress achieved in Annual and Final Programme Reports, the Programme Operator shall disaggregate results achieved as appropriate and in accordance with instructions received from the FMO.

6.4 Programme administrative structures
Not applicable.

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

8. Miscellaneous
Not applicable.