EEA Financial Mechanism 2014-2021

PROGRAMME AGREEMENT

between

The Financial Mechanism Committee
established by Iceland, Liechtenstein and Norway

and

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

together hereinafter referred to as the "Parties"

for the financing of the Programme "Culture"

hereinafter referred to as the "Programme"

Chapter 1
Scope, Legal Framework, and Definitions

Article 1.1
Scope

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

Article 1.2
Legal Framework

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

(a) Protocol 38c to the EEA Agreement on the EEA Financial Mechanism 2014-2021;

(b) the Regulation on the implementation of the EEA Financial Mechanism 2014-2021 (hereinafter referred to as the "Regulation") issued by the Donor States in accordance with Article 10(5) of Protocol 38c;

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

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

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

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

Article 1.3
Definitions

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

Article 1.4
Annexes and hierarchy of documents

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

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

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

Chapter 2
The Programme

Article 2.1
Co-operation

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

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

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

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

Article 2.2
Main responsibilities of the Parties

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

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

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

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

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

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

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

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

Article 2.3
Objective and outcomes of the Programme

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

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

Article 2.4
Programme grant

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

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

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

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

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

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

Article 2.5
Special conditions and programme specific rules

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

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

Article 2.6
Programme implementation agreement

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

Article 2.7
Reporting

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

Article 2.8
External monitoring

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

Article 2.9
Modification of the Programme

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

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

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

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

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

Article 2.10
Communication

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

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

Article 2.11
Contact information

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

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

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

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

Article 2.12
Representations and Warranties

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

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

Chapter 3
Projects

Article 3.1
Selection of projects and award of grants

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

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

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

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

Article 3.2
Project contract

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

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

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

4. The National Focal Point shall ensure that the obligations of the Project Promoter under the project

contract are valid and enforceable under the applicable law of the Beneficiary State.

Article 3.3
Project partners and partnership agreements

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

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

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

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

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

Chapter 4
Finance

Article 4.1
Eligible expenditures

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

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

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

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

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

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

Article 4.2
Proof of expenditure

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

Article 4.3
Payments

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

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

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

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

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

Article 4.4
Transparency and availability of documents

The National Focal Point shall ensure an audit trail for financial contributions from the EEA Financial

Mechanism 2014-2021 to the Programme in accordance with Article 9.8 of the Regulation.

Article 4.5
Irregularities, suspension and reimbursements

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

Chapter 5
Final provisions

Article 5.1
Dispute settlement

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

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

Article 5.2
Termination

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

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

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

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

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

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

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

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

Article 5.3
Waiver of responsibility

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

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

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

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

5. Neither the European Free Trade Association, its Secretariat, including the FMO, its officials or employees, nor the FMC, its members or alternate members, nor the EFTA States, can be held liable for any damages or injuries of whatever nature sustained by the National Focal Point or the Beneficiary State, the Programme Operator, Project Promoters or any other third person, in connection, be it direct or indirect, with this programme agreement.

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

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

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

Article 5.4
Entry into force and duration

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

For the Donors

Signed in Warsaw on 12/09/2019

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Olav Myklebust
on behalf of the Chairman of the FMC, Ambassador, Royal Norwegian Embassy, Poland

For the National Focal Point

Signed in Warsaw on 12/09/2019

.....
Jerzy Kwiecinski
Minister of Investment and Economic Development

Annex I to the Programme Agreement

Programme Operators and Partners	
Programme Operator:	Ministry of Culture and National Heritage
Donor Programme Partner:	Norwegian Directorate for Cultural Heritage (RA) Arts and Culture Norway (ACN)
IPO:	-
Other Programme Partner(s):	-

Programme Objective	Social and economic development strengthened through cultural cooperation, cultural entrepreneurship and cultural heritage management

PA	Outcome/Output	Expected programme results	Indicator	Disaggregation	Unit of measurement	Source of verification	Frequency of reporting	Baseline values	Baseline year	Target value
PA14	Outcome 1	Culture heritage management enhanced	Number of jobs created	Gender, Age	Cumulative number	Payroll records, employment agreements	Annually (APR)	0	N/A	36
			Annual number of visitors to supported projects	N/A	Annual number	Project Promoters' records, tickets	Annually (APR)	1,890,000	2019	2,400,000
			Annual revenue generated by supported projects	N/A	Annual number	Project Promoters records, income statement	Annually (APR)	854,000	2019	1,465,000
	Output 1.1	Culture heritage sites restored and revitalised	Number of listed culture heritage sites restored and revitalised	N/A	Cumulative number	Project Promoters' records, Reports on completion of work	Semi-annually (APR and September IFR)	0	N/A	14
			Number of people trained	Gender	Cumulative number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	140

			Number of vocational trainings	N/A	Cumulative number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	14
			Number of projects developed in consultation with local community and/or municipalities	N/A	Cumulative number	Project Promoters' records, consultation documents, Attendance sheets, evaluation forms	Semi-annually (APR and September IFR)	0	N/A	8
			Number of cultural activities organised at listed cultural heritage sites[1]	N/A	Cumulative number	Project Promoters' records, tickets, invitations	Semi-annually (APR and September IFR)	0	N/A	42
	Output 1.2	Innovative use of sites and buildings for culture heritage supported	Number of sites for cultural activities supported[2]	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	4
			Number of people trained	Gender	Cumulative number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	20
			Number of projects developed in consultation with local community and/or municipalities	N/A	Cumulative number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	2

[1] Cultural activities include events, exhibitions etc
[2] Not listed as a monument nor heritage sites

			Number of cultural activities organised[3]	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	12
PA14	Outcome 2	Access to arts and culture improved	Number of people attending cultural activities	N/A	Cumulative number	Project Promoters' records, tickets	Annually (APR)	0	N/A	1,531,076
	Output 2.1	Support for arts provided	Number of co-produced arts events supported	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	2,527
			Number of interdisciplinary arts events supported	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	383
			Number of cultural events increasing the cultural competencies of audiences	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	452
			Number of professional staff trained.	Gender	Cumulative number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	2,048
			Number of developed and implemented strategies related to the entrepreneurship	N/A	Cumulative number	Copies of entrepreneurship strategies	Semi-annually (APR and September IFR)	0	N/A	40
			Number of peer-to-peer meetings on cultural	N/A	Cumulative number	Project Promoters' records,	Semi-annually (APR and	0	N/A	120

[3] Cultural activities include events, exhibitions etc

			entrepreneurship organised			Attendance sheets	September IFR)			
			Number of developed and implemented strategies related to the audience development	N/A	Cumulative number	Copies of audience development strategies	Semi-annually (APR and September IFR)	0	N/A	36
			Number of cultural projects targeting the inclusion of ethnic and national minorities	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	40
PA14	Outcome 3	Knowledge of Jewish cultural heritage increased	Number of people attending events	N/A	Cumulative number	Project Promoters' records, tickets	Annually (APR)	0	N/A	1,150,000
			Share of teachers and students participating in the project who declare enhanced knowledge of Jewish history and culture	N/A	Percentage	Survey results	Annually (APR)	N/A	N/A	80 %
	Output 3.1	Jewish cultural heritage protected and preserved	Number of activities organised	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	5,200
			Number of participants in activities	N/A	Cumulative number	Project Promoters' records, attendance sheets	Semi-annually (APR and September IFR)	0	N/A	1,150,000
			Number of visits to the online platform	N/A	Cumulative number	Online-platform analytics	Semi-annually (APR and September IFR)	0	N/A	5,000,000

PA14	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)	6.46[4]	N/A	4.5[5]
			Level of satisfaction with the partnership	N/A	Scale 1-7	Survey results	Annually (APR)	6.39[6]	N/A	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 State 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	71
			Number of staff from Beneficiary State in exchanges	Donor State, Gender, Type of exchange	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	213
			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	213

[4] Survey to be carried out by the FMO
[5] Target is ≥4.5, and an increase on the baseline value
[6] Survey to be 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 National Focal Point shall ensure that the Programme Operator ensures that the programme shall focus on the role that culture and cultural heritage play in local and regional development, including emphasis on employment, cultural entrepreneurship and vocational training.

2. No more than 60% of the total eligible expenditure of the programme shall be available for infrastructure (hard measures). All projects selected under the open calls shall include soft measures.

3. The National Focal Point shall ensure that the Programme Operator ensures that the Programme shall include activities and initiatives in arts and culture that explicitly encourage the inclusion of ethnic and national minorities.

4. 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.

5. For Outcome 1 indicators “Annual number of visitors to supported projects” and "Annual income generated by supported projects" where the baseline value is “to be determined” (TBD), the Programme Operator shall submit to the FMO for approval the baseline value, together with a description of the data collection method used, no later than 6 months following the selection of projects under the call. The updated baseline values shall be agreed upon through modifications 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	21/12/2017	30/04/2025
Grant rate and co-financing		
Programme eligible expenditure (€)		€ 87,534,400
Programme grant rate (%)		85.00 %
Maximum amount of Programme grant - EEA Financial Mechanism (€)		€ 74,404,240

Maximum amount of Programme grant - Norwegian Financial Mechanism (€)	-
Maximum amount of Programme grant - Total (€)	€ 74,404,240

PA	Budget Heading	EEA Grants	Total grant	Programme grant rate	Programme co-financing	Programme eligible expenditure	Advance payment
PA14	Programme management	€ 2,865,290	€ 2,865,290	85.00 %	€ 505,640	€ 3,370,930	€ 571,176
PA14	Outcome 1 (EEA Grants)	€ 51,145,000	€ 51,145,000	85.00 %	€ 9,025,588	€ 60,170,588	n/a
PA14	Outcome 2 (EEA Grants)	€ 11,893,950	€ 11,893,950	85.00 %	€ 2,098,932	€ 13,992,882	n/a
PA14	Outcome 3 (EEA Grants)	€ 8,500,000	€ 8,500,000	85.00 %	€ 1,500,000	€ 10,000,000	€ 1,000,000
Total		**€ 74,404,240**	**€ 74,404,240**	**85.00 %**	**€ 13,130,160**	**€ 87,534,400**	**€ 1,571,176**

Retention of management costs	
Retention of management costs - Percentage of the management costs	10.00 %
Retention of management costs - Planned Euro value	€ 337,093

Culture

Operational rules (Annex II)

1. **Programme summary**

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

The Programme Operator is the Ministry of Culture and National Heritage of Poland (MCNH). The Donor Programme Partners are the Norwegian Directorate for Cultural Heritage (RA) and the Arts and Culture Norway (ACN).

The programme shall cover Programme Area 14, "Cultural Entrepreneurship, Cultural Heritage and Cultural Cooperation". The programme ***objective "Social and economic development strengthened through cultural cooperation, cultural entrepreneurship and cultural heritage management"*** shall be attained through three outcomes:

- The programme shall support the outcome ***"Cultural heritage management enhanced" (Outcome 1)*** by way of one open call for proposals (with two components) supporting projects that improve the management of cultural heritage through creation of sustainable conditions for cultural activities both via restored heritage sites and via better cultural infrastructure. The call shall be separated into two components: the first shall contribute to Output 1.1 *Culture heritage sites restored and revitalised* and the second shall contribute to Output 1.2 *Innovative use of sites and buildings for culture heritage supported*. Projects supported under both components shall contribute to local and regional development through an increased cultural and educational offer and through trainings relevant to the scope of the project.
- The programme shall support the outcome ***"Access to arts and culture improved" (Outcome 2)*** by way of three open call for proposals supporting projects developing cooperation among cultural actors in various artistic fields while promoting audience development, cultural entrepreneurship and the inclusion of minorities. Bilateral partnerships with donor state entities shall be mandatory in all projects.
- The programme shall support the outcome ***"Knowledge of Jewish cultural heritage increased" (Outcome 3)*** by way of one pre-defined project, "Jewish Cultural Heritage" defined in the MoU. The pre-defined project shall contribute to achieving the outcome through significantly broadening access to a wider scope of Jewish cultural heritage, through carrying out innovative cultural-educational and training programmes targeting various audiences, as well as through creating local and international networks of practitioners to improve the preservation of Jewish cultural heritage. The project shall expand the activities carried out under the project financed under the 2019-2014 Financial Mechanism and shall also introduce new activities to increase both physical and online access to Jewish cultural heritage and to increase the potential for outreach to a broader target audience. The project activities shall be carried out in bilateral cooperation with five Donor Project Partners.

2. Eligibility

2.1 Eligible applicants:

Outcome	Call	Eligible applicants (project promoters) and eligible partners (from Poland)	Eligible partners (outside Poland)
Outcome 1	Call	• public cultural institutions • state archives	In accordance with Article 7.2 of the Regulation

"Cultural heritage management enhanced"		• public art schools and public art universities • churches and religious associations • non-governmental organizations in the field of culture • local government units • entities managing the facilities individually entered on the UNESCO list or recognized by the President of the Republic of Poland as Monuments of History	
Outcome 2 ***"Access to arts and culture improved.."***	Call	• public cultural institutions • state archives • art schools and art universities • churches and religious associations • non-governmental organizations in the field of culture • local government units, • public and private commercial entities active in the cultural and creative sectors as defined in Regulation (EU) No 1295/2013 on the Creative Europe Programme	Any entity, public or private, commercial or non-commercial and non-governmental organisations, established as legal person in the Donor States, whose principal activity is in the cultural and creative sectors as defined in Regulation (EU) No 1295/2013 on the Creative Europe Programme, and natural persons who are legal residents in Liechtenstein in accordance with Article 7.2.3 of the Regulation.

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

2.2 Special rules on eligibility of costs:
Costs are eligible in accordance with chapter 8 of the Regulation. Purchase of real estate and land not built on (Article 8.6.1) shall not be eligible.

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

The programme shall, as appropriate, facilitate donor partnership projects by carrying out, *inter alia*, study visits or activities in conjunction with launching call for proposals, as well as by encouraging donor partnership projects in call text.

The use of the funds for bilateral relations allocated to the programme shall be agreed in the Cooperation Committee. Parties of the bilateral initiatives might specifically be designated by the Cooperation Committee or selected through an open call procedure.

4. Selection of projects and financial parameters
4.1 Open calls and availability of funds (including number of calls, duration of calls, and estimated size):
Calls shall be launched in accordance with the indicative timetable below. Amounts made available per outcome shall be as stipulated below. Amounts made available for each call under Outcome 2 shall be agreed in the Cooperation Committee.

Savings shall be reallocated in accordance with Article 7.4.8 of the Regulation after they are agreed by the Cooperation Committee.

Call	Outcome	Estimated timing of the call	Total available amount (€)	Planned minimum grant amount per project (€)	Planned maximum grant amount per project (€)
Call 1	Outcome 1	Q4 2019	60 170 588	500,000	3,500,000
Call 2	Outcome 2	Q4 2019	13 992 882	100,000	500,000
Call 3		Q3 2020		100,000	500,000
Call 4		Q2 2021		100,000	500,000

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

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

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

Notwithstanding the above, it shall be ensured that the administrative and general eligibility criteria shall not include any criteria requiring the content related assessment of the application.

In addition, the selection criteria shall ensure that all projects selected shall contribute to the requirement (as defined in Annex I, General conditions) that the programme shall focus on the role that culture and cultural heritage play in local and regional development (including emphasis on employment, cultural entrepreneurship and vocational training); and that projects selected under Outcome 1 shall take account of impact on regional and local development.

The Programme Operator shall be responsible for reviewing the applications for compliance with administrative and general eligibility criteria. The applicants shall be provided with the possibility to provide additional information or documents to determine the compliance with these criteria, where applicable. The applicants whose applications are rejected at this stage shall be informed of the reasons of rejection in writing and given reasonable time to appeal that decision to the National Focal Point.

Each application that meets the administrative and eligibility criteria shall be reviewed by at least two impartial experts, at least one of which shall be independent of and external to the Programme Operator. In case of Outcome 1 at least one expert shall be contracted by the National Heritage Board or International Cultural Centre in Cracow or National Institute for Museums and Public Collections. In case of Outcome 2 at least one expert shall be contracted by the Arts and Culture Norway. The experts shall separately score the project according to the selection criteria published with the call for proposals. If the difference between the total scores given by the two experts is more than 30% of the higher score, a third expert shall be appointed. The third expert shall be contracted by the National Heritage Board or International Cultural Centre in Cracow or National Institute for Museums and Public Collection in case of Outcome 1, and by the Arts and Culture Norway in case of Outcome 2. In such cases, the average score of the two closest scores shall be used for the ranking of the projects.

The Programme Operator shall establish an Experts Committee as well as a Selection Committee (per outcome).

The Experts Committee shall consist of (i) a Chair (ii), a Secretary, (iii) experts appointed by the Programme Operator and (iv) experts external from the Programme Operator. Representatives of the

National Focal Point, the FMC, the Norwegian Embassy in Poland and the Donor Programme Partners shall be invited to participate in the Experts Committee as observers.

The Experts Committee shall have an opening meeting where, amongst others, information about the selection procedure, the results of the administrative and eligibility assessment and general information about the selection criteria shall be provided and discussed. On the 2nd meeting the experts shall discuss in panel their approach towards the projects. The Programme Operator shall prepare minutes of the meetings.

Following the second meeting the experts shall complete their review (detailed assessment) and scoring and submit to the Programme Operator the signed evaluation sheets. Based on the expert's scoring the Programme Operator shall prepare the ranked list of projects which shall be provided to the Selection Committee.

The Selection Committee shall consist of a representative of (i) the PO – 1 member (Chair), (ii) the DPP – 1 member (the RA in case of Outcome 1, as observer, and the ACN in case of Outcome 2), (iii) the relevant sectors – 3 members (1st - the National Heritage Board, 2nd - the International Cultural Centre in Cracow and 3rd - National Institute for Museums and Public Collection in case of Outcome 1, and 1st – the National Culture Centre, 2nd – the Theatre Institute, 3rd - the National Institute for Museums and Public Collections in case of Outcome 2). The representative of the NFP, the FMC, and the Norwegian Embassy in Poland shall be invited to participate as observers.

The Selection Committee should discuss the ranked list of projects. The Selection Committee may modify the ranking of the projects in justified cases. The justification for modifications shall be detailed in the minutes of the meeting of the Selection Committee. The minutes shall be approved by all members of the Selection Committee. The Chairman of the Selection Committee shall submit the minutes and the list of the recommended projects, together with a reserve list and the list of rejected project applications and the reason for their rejection to the Minister responsible for culture and national heritage (head of Programme Operator).

The Programme Operator shall verify that the selection process has been conducted in accordance with the Regulation and that the grant award recommendation of the Selection Committee complies with the rules and objectives of the Programme. Following such verification, the Programme Operator (Minister responsible for culture and national heritage) shall make a formal decision on which projects shall be supported based on the ranking recommended by the Selection Committee.

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

4.3 Project grant rate:

Grants from the programme may be up to 85% 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 that takes into account any and all other forms of public support granted to projects. Any remaining costs of the project shall be provided or obtained by the Project Promoter

5. Additional mechanisms within the Programme

5.1 Pre-defined projects

1) "Jewish Cultural Heritage"

Project Promoter:	Museum of the History of Polish Jews (POLIN)
Donor project partner(s):	The Norwegian Center for Holocaust and Minority Studies Jewish Museum Oslo (JMO)

	Jewish Museum Trondheim Falstad Centre European Wergeland Centre
Other project partner(s):	Jewish Historical Institute in Warsaw
Total maximum eligible costs:	€ 10,000,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 10,000,000

The project shall contribute to outcome 3 'Knowledge of Jewish cultural heritage increased'.

The pre-defined project shall be implemented by way of six components, as follows:

1. *'Let's meet at the museum'*, to be carried out in cooperation with the Falstad Center and with the European Wergeland Center with the objective to promote knowledge of and respect for Jewish cultural heritage through a complex, innovative educational programme based on the core exhibition of POLIN, combining history and civic education. In addition to the *Daffodils* educational and social campaign, separate educational programmes shall target teachers, students, marginalised groups and, as a new target group, specialists and community leaders.

2. *'Museum on wheels',* with the objective to increase knowledge on local Jewish history throughout Poland by way of a mobile exhibition tailored to the history of local Jewish communities in the towns covered by the mobile exhibition accompanied by educational events co-created with local partners. The sub-component '*Collection on Wheels*' shall support the preservation and making available local Jewish material heritage.

3. *Faces of diversity',* to be carried out in cooperation with the Center for Studies of the Holocaust and Religious Minorities with the objective to create a platform for dialogue on Jewish history and culture, through cultural-educational programmes, including debates, lectures and workshops particularly targeting residents of Warsaw and through increasing the cultural offer by engaging creative communities and artists to seek inspiration from the themes of the museum .

4. 'Neighbours: Objects, People, Stories', to be carried out in cooperation with the Center for Studies of the Holocaust and Religious Minorities with the objective to further develop the museum's portals through collecting, digitising and making available documentation on Jewish heritage and Polish-Jewish history. The component shall encompass the portals *'Virtual Shtetl'* comprising visual documentation on local Jewish historic sites and cemeteries and contemporary Jewish life in Poland, the *'Polish Righteous',* comprising documentation and audio-visual materials and *'The Central Judaica Database'* of information on artefacts and documents related to Jewish culture.

5. 'Crossing borders', to be carried out in cooperation with the Jewish Museum in Oslo, the Falstad Center, the Center for Studies of the Holocaust and Religious Minorities and the European Wergeland Center with the objective to create an international network and platform for exchange of best practice and for dialogue for actors involved in the preservation and popularisation of Jewish heritage in Poland and abroad (multipliers). It shall comprise study visits, training courses, workshops and an international congress, in addition to creating a database of multipliers and a network of institutions dedicated to multicultural education.

6. 'Elaborating and making available historical sources', with the objective to broaden and make available the collection of historical resources for education, research, exhibition and publishing on the history and culture of Polish Jews built on the collections of the Jewish Historical Institute and of the Jewish Religious Community of Cracow through digitisation accompanied by educational and cultural activities

5.2 Financial Instruments
Not applicable

6. Programme Management
6.1 Payment flows
The provisions on payment flows described below shall applty to all projects implemented within the programme, including the pre-defined project.

The Programme Operator shall ensure timely transfer of an advance payment, interim payment(s) and a payment of the final balance to the Project Promoter. Advance and interim payments are made up to 95% of the total project grant amount.

Advance payment

The maximum level of advance payment shall be based on the project implementation duration.

- For projects of 8 months or less, the advance payment may be up to 95% of the total project grant amount,
- for projects of over 8 months, the advance payment should cover at least the planned expenditure in a first reporting period.

The advance payment will be transferred to the Project Promoter within 30 working days after the signature of the project contract. The full amount of advance payment needs to be secured by a guarantee.

Interim payment(s)

The interim payment(s), where applicable, in the form of pre-financing instalment(s) will be transferred to the project within 30 working days following the approval of the project interim report(s). These may be paid when at least 70% of the previous instalments (advance and interim) has been incurred.

Final payment

Upon approval of the final project report, a final balance, if applicable, shall be made within 30 working days. Where the total amount of earlier payment(s) is higher than the final amount of the grant, the payment of the balance will take the form of recovery.

On-the-spot checks should be completed prior to final payment to projects implemented under Outcome 1.

The level of advance and interim payments as well as their schedule for each project shall be annexed to the project contract.

6.2 Verification of payment claims
The provisions on verification of payment claims described below shall apply to all projects within the programme, including the pre-defined project.

In line with point i) of Article 5.6.2 of the Regulation, incurred expenditure reported through the interim or final reports will be subject to administrative verifications before the report is approved. Verifications

to be carried out shall cover administrative, financial, technical and physical aspects of projects, as appropriate, and be in accordance with the principle of proportionality.

Where the donor project partners choose to submit the proof of expenditure by means of a report under Art. 8.12.4 of the Regulation, such a report shall be provided at least annually.

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

The procedure for verification of expenditure 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 this Agreement. The Programme Operator shall ensure that suitable and sufficient monitoring and reporting arrangements are made with the project promoters in order to enable the Programme Operator to meet its obligations to the FMO and the Donor States.

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

6.4 Programme administrative structures

Not applicable.

7. Communication

The Programme Operator shall comply with Chapter 3 of the main text of this Agreement, the Information and Communication Requirements in Annex 3 of the Regulation on the implementation of the EEA Financial Mechanism 2014-2021 and the Communication plan for the programme.

8. Miscellaneous

Not applicable.