PROGRAMME IMPLEMENTATION AGREEMENT

between

THE FINANCIAL MECHANISM OFFICE

European Free Trade Association

Rue Joseph II 12-16

B-1000 Brussels

Belgium

and

Crowe SOL Management Consulting Services SA
Karneadou 25-29, 10675 Athens, Greece
Registration number: 004985801000

hereinafter referred to as the "Fund Operator"

together hereinafter referred to as the "Parties"

on the

IMPLEMENTATION

of the

'Local Development and Poverty Reduction' and the 'Asylum and Migration (Addressing urgent needs for the reception and screening of asylum seekers and for the accommodation of vulnerable groups)' Programmes in Greece

hereinafter referred to collectively as the "Programmes"

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Chapter 1: General provisions

1.1 Scope

This Agreement between the Financial Mechanism Office (hereinafter referred to as the FMO) and the Fund Operator lays down the rights and obligations of the Parties regarding the implementation of the Programmes.

1.2 Objectives of the EEA Financial Mechanism 2014-2021

The overall objectives of the EEA Financial Mechanism 2014-2021 are to contribute to the reduction of economic and social disparities in the European Economic Area and to strengthen bilateral relations between the Donor States and the Beneficiary States.

1.3 Objective of the Programme Areas

1. The Programme "Local Development and Poverty Reduction" is established under the Programme Area "Local Development and Poverty Reduction". The objective of the Programme Area "Local Development and Poverty Reduction" is: "Strengthened social and economic cohesion".
2. The Programme "Asylum and Migration (Addressing urgent needs for the reception and screening of asylum seekers and for the accommodation of vulnerable groups)" is established under the Programme Area "Asylum and Migration". The objective of the Programme Area "Asylum and Migration" is: "Functional national asylum and migration systems ensured and the right to seek asylum safeguarded".

1.4 Principles of implementation

1. The Programmes shall be based on the common values of respect for human dignity, freedom, democracy, equality, the rule of law and respect for human rights, including the rights of persons belonging to minorities.

2. The Programmes shall follow the principles of good governance; it shall be participatory and inclusive, accountable, transparent, responsive, effective and efficient. There shall be zero-tolerance towards corruption.

3. The Programmes shall be consistent with sustainable development, long-term economic growth, social cohesion and environmental protection.

4. The Programmes shall follow a results and risk management approach.

1.5 Legal framework

1. This Agreement shall be read in conjunction with the following documents which, together with this Agreement constitute the legal framework of the Programmes.

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

b) Memorandum of Understanding on the implementation of the EEA Financial Mechanism 2014-2021 (hereinafter referred to as the "MoU");

c) Any guidelines adopted by the FMC for the implementation of the EEA Financial Mechanism 2014-2021, where relevant.

2. For the purpose of the implementation of this Agreement, any reference to Programme Operators in the guidelines referred to under point c) of paragraph 1, shall be read as referring to the Fund Operator.

1.6 Programme area "Asylum and Migration" specifics

Priority shall be given to the needs of unaccompanied minors and other vulnerable groups.

1.7 Status and hierarchy of documents

1. The Annexes to this Agreement form an integral part of the Agreement. Any reference to this 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 Agreement. Should the meaning of any provision of the said Annexes, so interpreted, remain inconsistent with this Agreement, the provisions of the Annexes shall prevail.

1.8 Definitions

Terms used and institutions and documents referred to in this agreement shall be understood in accordance with the legal framework referred to in Article 1.5 of this Agreement and with the Regulation on the implementation of the EEA Financial Mechanism 2014-2021.

1.9 Co-operation

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

2. The Parties agree to provide all information necessary for the good functioning of the Agreement and to apply the highest degree of transparency and accountability.

3. All communication between the Parties shall be in English.

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

1.10 Budget

The total budget of the Programme, including the management fee described in Article 1.11, is specified in the Annexes to this Agreement.

1.11 Management fee

1. The management fee provided to the Fund Operator shall be EUR 532,000 in respect of the Programme "Local Development and Poverty Reduction". The management fee provided to the Fund Operator shall be EUR 1,368,000 in respect of the Programme "Asylum and Migration (Addressing urgent needs for the reception and screening of asylum seekers and for the accommodation of vulnerable groups)". The aforementioned amounts are without VAT. The FMO will provide a certificate proving that the European Free Trade Association (of which the FMO is administratively a part) is exempt from paying VAT. The Fund Operator and its Partner(s) (where applicable) in their partnership agreement shall decide the share of the Partners in the management fees.

2. The management fee in respect of the Programme "Local Development and Poverty Reduction" shall not be due to the Fund Operator prior to the inclusion of the additional Annexes relating to that programme in this Agreement, as foreseen in Article 15.4.6.

3. All responsibilities of the Fund Operator listed under paragraph 1 of Article 2.1 shall be covered by the management fee.

1.12 Account for funds for regranting

1. The FMO shall establish, at a bank of its choice, an account in its name dedicated to the funds intended for regranting (the ***regranting account***). The signatories of this account shall comprise the FMO Director and/or such other FMO official(s) as the FMO Director may designate, together with up to 3 officials of the Fund Operator, to be nominated by the Fund Operator with the approval of the FMO. The FMO may at any time transfer the regranting account to a different bank and all provisions hereof shall continue to apply with respect to the new regranting account.

2. Without prejudice to the responsibility of the Fund Operator for due performance of its obligations under Article 2.1.1(r), withdrawals from the regranting account may be made only with the participation of two of the signatories referred to above and only via bank transfer to the account of a project promoter pursuant to a project contract. Until transferred, the funds on the regranting account shall be the exclusive property of the FMO. Any interest earned on the regranting account shall also belong to the FMO. Unspent funds refunded by project promoters and recoveries as a consequence of irregularities, shall be credited to the regranting account. No other moneys may be mixed with the funds intended for regranting held on the regranting account.

1.13 Operational period

The Programmes shall operate from the last signature of this Agreement until 31 December 2024. Changes to this operational period can be agreed upon between the Parties, and shall be reflected in the Annexes to this Agreement.

Chapter 2: Main responsibilities of the Parties

2.1 Main responsibilities of the Fund Operator

1. The Fund Operator is responsible for the development and implementation of the Programmes. This includes:

a) the preparation of the Programmes;

b) the setting up of appropriate management and control systems. A detailed description of the management and control systems, accompanied with an audit report and opinion shall be submitted to the FMO within two months from the last signature of this Agreement;
c) the implementation of proportionate requirements in management, reporting and control;
d) ensuring that projects contribute to the overall objectives of the EEA Financial Mechanism 2014-2021 and the specific Programme outcomes and objective;
e) ensuring that the Programmes' implementation is in line with Article 1.4 of this Agreement;
f) the organisation of call(s) for proposals that take into account the needs of the sector in the Beneficiary State and propose procedures and support which will cater for different needs within the sector;
g) development of the call text(s) to be approved by the FMO, selection procedures including appointment and contracting of the selection committee members (approved ex ante by the FMO).
h) the development of tools and procedures for the project application and selection phase;
i) to propose a group of impartial experts to evaluate the applications and Selection Committee(s) that shall recommend the projects to be funded within the Programme;
j) the notification of approval / rejection decisions to applicants;
k) the development of operational and enforceable project contract templates designed to be signed with the project promoters of each project, taking into account the specific needs of the organisations involved, in particular, international organisations. Such templates should be submitted to the FMO within two months from the last signature PIA. Templates for project contracts to be awarded through the open call shall be consulted and agreed with the Donor Programme Partner.
l) conclusion of project contracts with project promoters;
m) ensuring adequate technical assistance, outreach, mentoring and coaching to civil society organisations, to support project preparation and implementation;
n) preparing and submitting reports to the FMO on the implementation of the Programmes and ensuring reporting from project promoters;
o) preparing a monitoring plan for projects awarded through the open call(s) which is to be consulted and approved by the Donor Programme Partner.
p) conducting regular monitoring based on risk assessment and random samples;
q) conducting audits and on-the-spot verifications of projects;
r) establishing a Complaints Committee in line with Article 10.5;
s) establishing measures to prevent, detect and nullify suspected or actual cases of irregularities;
t) implementing information and communication activities in accordance with Chapter 3 of this Agreement;
u) the transfer of funds from the regranting account to project promoters and the verifiable management of the funds, including financial accounting, verification of financial reports and documents, and payment requests;
v) ensuring financial flows and fund transfers that ensure adequate risk management and financial control;
w) the collection and review of project implementation and completion reports;
x) the archiving of all documents relevant to the implementation of the Programmes;
y) facilitating and encouraging bilateral exchanges at programme and project level which will be mutually beneficial and contribute to the objective of the Programme;
z) defining administrative procedures and managing funds for bilateral relations, including ensuring reporting to the National Focal Point that enables the National Focal Point to fulfil its reporting obligations to the FMO and the Donor States;
aa) informing the FMO within 5 working days of any change in the key personnel of the Fund Operator and the Partners and providing the FMO upon request with any relevant information concerning the new key personnel. For this purpose, "key personnel" shall include without limitation all staff of the Fund Operator authorised

pursuant to Article 1.12 to withdraw funds from the regranting account.

2. The Fund Operator shall perform the services under this Agreement with due care, efficiency and diligence, in accordance with the best professional practice.

3. The Fund Operator shall operate in an open, transparent and accountable manner.

4. Where relevant, the Fund Operator, shall establish a Cooperation Committee consisting of representatives from the FMO, the Donor Programme Partner(s) and/or the IPO(s), as applicable. The Cooperation Committee shall be established as soon as possible after the designation of the Fund Operator and shall provide advice on the preparation and implementation of the programme. The Cooperation Committee shall be coordinated by the Fund Operator. Representatives of the Donor State(s), the Ministry responsible for Asylum Policy (Ministry of Migration Policy), the European and Development Programs Division (EDPD) within the Ministry of Citizen Protection and the Special Service of coordination of AMIF and ISF Funds (Ministry of Economy & Development) shall be invited to participate as observers.

2.2 Main responsibilities of the FMO

1. The FMO shall pay the management fee to the Fund Operator's account in instalments as follows:

a) A total advance installment of EUR 190,000 may be paid, as follows:

i. Within fourteen days after the last signature of this Agreement, EUR 136,800 in respect of the Programme "Asylum and Migration (Addressing urgent needs for the reception and screening of asylum seekers and for the accommodation of vulnerable groups)".

ii. Within fourteen days of the addition of Annexes relating to the Programme "Local Development and Poverty Reduction", EUR 53,200 in respect of that programme;

b) In accordance with the interim financial reports referred to in Article 8.2, at the payment days referred to in Article 8.2.3, unless the report has not been approved and in no cases before the FMO has determined that the management and control system description has been submitted in accordance with Article 2.1.1. b);

c) 30% of the management fee referred to in paragraph 1 of Article 1.11 shall be retained until the FMO has approved the final programme reports submitted by the Fund Operator to the FMO. The FMO shall transfer the retained amount to the Fund Operator in accordance with Article 8.6.6;

d) Notwithstanding Article 8.6.6, the transfer of the retained amount to the Fund Operator shall automatically be postponed, if:

i. a dispute arises between the Fund Operator and the FMO; the amount referred to in subparagraph (c) shall be retained until such a dispute has been settled;

ii. the calculation of the final balance shows that the Fund Operator owes funds to the FMO; the amount referred to in subparagraph (c) shall be retained until such funds have been reimbursed to the FMO, or

iii. the approval of the final programme reports is dependent upon such a postponement, for example due to unresolved irregularity in a project.

e) If the amount potentially owed to the FMO is lower than the retention amount, the latter may be reduced.

2. The FMO shall transfer all other funds besides the management fee to the regranting account:

a) In accordance with interim financial reports referred to in Article 8.2, unless the report has not been approved.

b) In exceptional and duly justified cases in the form of an advance payment, if funds are needed before the first payment date for interim payments.

3. Prior to disbursing any payment to the regranting account, including advance payments referred in paragraph 2 b) above, the FMO shall determine whether the management and control system description has been submitted in accordance with Article 2.1.1. b)

4. The FMO shall determine whether the management and control system description submitted in accordance with Article 2.1.1 b) meets the requirements described in Section 3 of the ToR for the role of the Fund Operator.

Chapter 3: Information and communication

3.1. General provision

The Fund Operator shall comply with the information and communication requirements set for Programme Operators in Annex 3 to the Regulation on the implementation of the EEA Financial Mechanism 2014-2021.

3.2 Responsibilities of the Fund Operator

1. The Fund Operator shall provide information on the Programmes to the general public of the Beneficiary State, potential beneficiaries and the civil society sector on the existence, the objectives, the implementation and achievement of the Programmes.
2. The Fund Operator shall as a minimum:
   a) draw up and implement a communication plan for the Programme;
   b) organise at least two major information activities on progress in the Programmes and their projects;
   c) establish a stand-alone website of the Programmes in the language(s) of the Beneficiary State and in English.
3. The Fund Operator shall ensure that the project promoters and their partners fulfil their information and communication obligations in accordance with this Agreement and the information and communication requirements in Annex 3 of the Regulation on the implementation of the EEA Financial Mechanism 2014-2021.

3.3. Communication with the press

Communication with the press regarding the Programmes shall not exceed what is appropriate for the Programmes themselves. The Fund Operator shall not speak on behalf of the Financial Mechanism Office or the Donor States and shall take appropriate steps to ensure that its statements are not perceived as made on behalf of these entities.

Chapter 4: Eligibility of expenditures

4.1 General principles on the eligibility of costs in projects

1. Eligible expenditures of projects are those actually incurred by the project promoter or the project partner, which meet the following criteria:
   a) they are incurred between the first and final dates of eligibility of a project as specified in the project contract;
   b) they are connected with the subject of the project contract and they are indicated in the detailed budget of the project;
   c) they are proportionate and necessary for the implementation of the project;
   d) they are used for the sole purpose of achieving the objective of the project and its expected outcome(s), in a manner consistent with the principles of economy, efficiency and effectiveness;
   e) they are identifiable and verifiable, in particular through being recorded in the accounting records of the project promoter and determined according to the applicable accounting standards and generally accepted accounting principles; and
   f) they comply with the requirements of applicable tax and social legislation.
2. Expenditures are considered to have been incurred when the cost has been invoiced, paid and the subject matter delivered (in case of goods) or performed (in case of services and works). Exceptionally, costs in respect of which an invoice has been issued in the final month of eligibility are also deemed to be incurred within the dates of eligibility if the costs are paid within 30 days of the final date of eligibility. Overheads and depreciation of equipment are considered to have been incurred when they are recorded on the accounts of the project promoter and/or project partner.
3. The project promoter's internal accounting and auditing procedures must permit direct reconciliation of the expenditures and revenue declared in respect of the project with the corresponding accounting statements and supporting documents.

4.2 Direct expenditures

1. The eligible direct expenditures for a project are those expenditures which are identified by the project promoter and/or the project partner, in accordance with their accounting principles and usual internal rules, as specific

expenditures directly linked to the implementation of the project and which can therefore be booked to it directly. The following direct expenditures are eligible provided that they satisfy the criteria set out in Article 4.1:

a) the cost of personnel assigned to the project, comprising actual remuneration including social security charges and other statutory costs as applicable, provided that this corresponds to the project promoter's and project partner's usual policy on remuneration;

b) travel and subsistence allowances for personnel and volunteers taking part in the project, provided that they are in line with the project promoter's and project partner's usual practices on travel costs;

c) cost of new or second hand equipment provided that it is depreciated in accordance with generally accepted accounting principles applicable to the project promoter and generally accepted for items of the same kind. Only the portion of the depreciation corresponding to the duration of the project and the rate of actual use for the purposes of the project may be taken into account by the Fund Operator. In case the Fund Operator determines that the equipment is an integral and necessary component for achieving the outcomes of the project, the entire purchase price of that equipment may be eligible;

d) costs of consumables and supplies, provided that they are identifiable and assigned to the project;

e) costs entailed by other contracts awarded by a project promoter for the purposes of carrying out the project, provided that the awarding complies with the applicable rules on public procurement; and

f) costs arising directly from requirements imposed by the project contract for each project.

2. Costs related to reconstruction, renovation, or refurbishment of a real estate shall not exceed 50% of the eligible direct cost of the project.

3. Where the entire purchase price of equipment is eligible in accordance with point (c) of paragraph 1, the Fund Operator shall ensure that the project promoter:

a) keeps the equipment in its ownership for a period of at least five years following the completion of the project and continues to use the equipment for the benefit of the overall objectives of the project for the same period;

b) keeps the equipment properly insured against losses such as fire, theft or other normally insurable incidents both during project implementation and for at least five years following the completion of the project; and

c) sets aside appropriate resources for the maintenance of the equipment for at least five years following the completion of the project.

The specific means for the implementation of this obligation shall be specified in the project contract. The Fund Operator may release any project promoter from the above obligations with respect to any specifically identified equipment where the Fund Operator is satisfied that, having regard to all relevant circumstances, continued use of that equipment for the overall objectives of the project would serve no useful economic purpose.

4. Where necessary to accommodate the specific circumstances of project promoters or project partners that are international organisations, or bodies or agencies thereof, or in other duly justified cases the provisions on direct eligible expenditure described in this Article may be waived or additional expenditures may be eligible, in agreement with the FMO. Any such waiver or additional expenditure shall be explicitly provided for in the project contract and/or partnership agreement.

4.3 Indirect costs

1. Indirect costs are all eligible costs that cannot be identified by the project promoter and/or the project partner as being directly attributed to the project but which can be identified and justified by its accounting system as being incurred in direct relationship with the eligible direct costs attributed to the project. They may not include any eligible direct costs. Indirect costs of the project shall represent a fair apportionment of the overall overheads of the project promoter or the project partner. They may be identified according to either of the following methods:

a) based on actual indirect costs for those project promoters and project partners that have an analytical accounting system to identify their indirect costs as indicated above;

b) a project promoter and project partners may opt for a flat rate of up to 25% of total direct eligible costs, excluding direct eligible costs for subcontracting and the costs of resources made available by third parties which are not used on the premises of the project promoter or project partner, subject to the calculation of the rate on the basis of a fair, equitable and verifiable calculation method or a method applied under schemes for grants funded entirely by the Beneficiary State for similar types of project and project promoter;

c) a project promoter and project partners may opt for a flat rate of up to 15% of direct eligible staff costs;

d) in case of projects including a research component, indirect eligible costs may be determined by applying a flat rate of 25% of the total direct eligible costs, excluding direct eligible costs for subcontracting and the costs of resources made available by third parties which are not used on the premises of the project promoter or project partner.

2. In case of project promoters or project partners that are international organisations, or bodies or agencies thereof, indirect costs may, be identified in accordance with the relevant rules established by such organisations.

3. In relation to point b) of paragraph 1, the Fund Operator's guidelines for applicants shall contain provisions on the methodology for the calculation of the flat rate that ensures the fair apportionment of the overall overheads of the project promoters and/or project partners. The flat rate may vary between different categories of projects.

4.4 Purchase of real estate and land

1. The cost of purchase of real estate, meaning buildings constructed or under development and the appropriate rights to the land on which they are built, and land not built on may be eligible under the following conditions, without prejudice to the application of stricter national rules:

a) there shall be a direct link between the purchase and the objectives of the project;

b) purchase of real estate and/or land may not represent more than 10% of the total eligible expenditure of the project, unless a higher percentage is explicitly authorized in this Agreement and set in the decision to award the project grant;

c) a certificate shall be obtained prior to the purchase from an independent qualified evaluator or duly authorized official entity confirming that the purchase price does not exceed the market value and that it is free of all obligations in terms of mortgage and other liabilities, particularly in respect of damage related to pollution. In case of purchase of real estate the certificate must either confirm that the building in question is in conformity with national regulations, or specify what is not in conformity with national regulations but which is to be rectified by the project promoter under the project;

d) the real estate and/or land shall be used for the purpose and for the period specified in the decision to award the project grant. The ownership must be transferred to the project promoter, or those explicitly designated by the project promoter in the project application as recipients of the real estate and/or land, prior to the completion of the project. The real estate and/or land cannot be sold, rented or mortgaged within five years of the completion of the project, or longer if stipulated in the project contract. The FMO may waive this restriction if it would result in an unforeseen and unreasonable burden on the project promoter.

e) the real estate and/or land may only be used in conformity with the objectives of the project. In particular, buildings may be used to accommodate public administration services only where such use is in conformity with the objective of the project; and

f) the purchase of real estate and/or land shall be explicitly approved by the Fund Operator prior to the purchase either in the project contract or by a later decision.

2. The restrictions referred to in paragraph 1(d) apply also to buildings that are constructed or reconstructed through a financial contribution from the EEA Financial Mechanism 2014-2021.

3. Expenditure on site preparation and construction which essential for the implementation of the project may be eligible.

4. The cost of real estate and/or land already owned, directly or indirectly, by the project promoter, or purchase of real estate and/or land,

directly or indirectly, by the project partner or a public administration, shall not be eligible. Under no circumstances shall real estate and/or land be purchased for speculative purposes. The real estate and/or the land shall not have received a national or external donor grant in the last 10 years which could give rise to a duplication of funding.

4.5 Excluded costs

1. The following costs shall not be considered eligible:

a) interest on debt, debt service charges and late payment charges;
b) charges for financial transactions and other purely financial costs, except costs related to accounts and financial services imposed by the project contract;
c) provisions for losses or potential future liabilities;
d) exchange losses;
e) recoverable VAT;
f) costs that are covered by other sources;
g) fines, penalties and costs of litigation, except where litigation is an integral and necessary component for achieving the outcomes of the project; and
h) excessive or reckless expenditure.

4.6 Project grant rate and co-financing

1. The maximum project grant rate shall be calculated as a percentage of the total eligible expenditure of the project in accordance with the Annexes to this Agreement. It shall take into account the need to ensure project promoters' commitment and ownership, as well as sustainability of the project. When setting the project grant rate, the Fund Operator shall further take into account any economic benefit, e.g. cost savings or increased profit, which is a result from receiving a financial contribution. Economic benefits shall be used in manner which supports the objectives of the project. The applicable rules on state aid, procedural and substantive, shall be complied with at any level of the implementation of the Programmes and the projects.

2. Co-financing shall be in the form of cash, including electronic transfers, or in-kind contribution in the form of voluntary work. The in-kind contribution may constitute up to 50% of the co-financing unless otherwise specified in the Annexes to this Agreement.

3. The in-kind contribution referred to in paragraph 2 may be provided only by the project promoter and/or any NGO acting as project partner(s). For the calculation of the in-kind contribution, the price for each [hour, half a day, day] of voluntary work shall be specified in the Annexes to this Agreement.

4.7 First and final dates of eligibility

Costs within projects may be eligible from the date on which the grant is awarded, in accordance with the Annexes to this Agreement. The project contract shall set the final date of eligibility of costs which shall be no later than 30 April 2024. Costs incurred after that date are not eligible.

Chapter 6: Selection of projects and contracting

6.1 Eligible applicants and partners

Eligible project promoters and partners are specified in the Annexes to this Agreement.

6.2 Calls for proposals and availability of funds

1. Calls for proposals shall as a minimum, comply with the following:

a) they shall be widely publicised with a view to reach a maximum number of potential applicants;
b) they shall clearly explain and distinguish between administrative criteria, eligibility criteria and evaluation criteria;
c) they shall include a clear and reasonable deadline, which shall be at least two months from the date of the publication of the announcement, and an address for submission;
d) they shall clearly specify the eligible applicants and partners and any restrictions, limitations or exclusions that they may be subject to;
e) they shall contain detailed evaluation criteria as well as a scoring chart;
f) they shall clearly state the total amount available through the call, as well as the minimum and maximum amount of project grant;
g) they shall include the programme's results framework and explicitly state which outputs and outcomes the projects are to deliver;

h) they shall clearly address what kind of activities are eligible;
i) they shall provide a clear and detailed description of eligible expenditures in line with this Agreement, in particular Articles 4.1 through 4.5;
j) they shall provide a description of the selection process and the decision-making structure;
k) they shall provide a clear reference or a link to the application form and Guide for Applicants;
l) they shall contain provisions on the payment model;
m) they shall clearly state the co-financing requirements;
n) they shall provide clear references to further information and documentation prepared by the Fund Operator that are relevant to the call; and
o) they shall provide contact information for queries and the timeframe for answering such queries.

2. The calls shall be published on the website of the Fund Operator in English.
3. Having consulted the call text with the Donor Programme Partner, the Fund Operator shall submit the draft text of the call for proposals to the FMO for approval prior to its launch.
4. The National Focal Point shall be informed of all calls for proposals at least two weeks in advance of their announcement.
5. The Fund Operator shall develop a simple and user-friendly application form in English, complemented by a short Guide for Applicants on how to make a successful application and what type of information should be included in each section of the application form. The application form and the Guide for Applicants shall be available no later than on the date of announcement of the call for proposals.

6.3 Selection Committee

1. The Fund Operator shall establish a Selection Committee. The role of the Selection Committee is to recommend to the FMO which projects should be funded. The Selection Committee shall consist of at least three persons with the relevant sector expertise. The Fund Operator shall propose members of the selection committee to be approved by the FMO.
2. The FMO, the Donor Programme Partner, the National Focal Point and the Royal Norwegian Embassy shall be invited to participate in the meetings of the Selection Committee as observers. Upon request from the FMO, the Fund Operator may invite further observers to the meetings of the Selection Committee.
3. The Fund Operator shall keep minutes of the Selection Committee meetings. The Fund Operator shall provide the FMO with a copy of the minutes in English no later than two weeks after each meeting.
4. The Selection Committee shall operate in an open, transparent and accountable manner, and its composition must ensure that due attention is paid to possible areas of conflict of interest.
5. Additional requirements on the composition and role of the selection committee and/or deviations from the provisions of this Article may be included in the Annexes to this Agreement

6.4 Selection procedures

1. The Fund Operator shall review the project applications for compliance with administrative and eligibility criteria. Applicants whose applications are rejected at this stage shall be informed of the reasons for the rejection, and given a reasonable time to appeal that decision.
2. Each project application that meets the administrative and eligibility criteria shall be scored by two impartial experts, independent of the FO, appointed and contracted by the Fund Operator. Costs related to experts shall be covered from the management fee referred to in Article 1.11.
3. The experts shall separately and independently score the project application according to the evaluation criteria published with the call for proposals. The experts shall justify in writing the scores for each criterion they evaluate. For the purposes of ranking the project applications, the average of the scores awarded by the experts shall be used.
4. If the difference between the scores given by the two experts is more than 30% of the higher score, the project application shall be scored by a third expert. This expert shall be commissioned by, and be independent of, the Fund Operator. In such cases the average score of the two closest scores shall be used for the ranking of the project applications.
This paragraph shall not apply in cases where the score given by the third expert would not, in any way, result in the support of the project.

5. The Fund Operator shall provide the Selection Committee with a list of project applications ranked in accordance with paragraphs 3 and 4 without making any changes to the ranking or the scoring awarded by the experts. It shall at the same time provide the FMO with the ranked list . The Selection Committee shall review the ranked list of project applications. It may modify the ranking of the project applications in justified cases based on transparent criteria. The justification for the modifications shall be detailed in the minutes of the meeting of the Selection Committee. The Selection Committee shall submit the list of recommended projects to the Fund Operator.
6. The Fund Operator shall verify that the selection process has been conducted in accordance with this Agreement and that the recommendations from the Selection Committee comply with the rules and objectives of the Programme. Following such verification the Fund Operator shall, based on the recommendation of the Selection Committee, provide the FMO with a report on the projects to be supported. The FMO may modify the list of supported projects ..
7. Without prejudice to the importance of other obligations of the Fund Operator, a non-compliance with this Article constitutes a serious breach of this Agreement.
8. Additional requirements for the selection procedure and/or deviations from the provisions of this Article may be included in the Annexes to this Agreement

6.5 Conflict of interest in the selection process

1. Conflict of interest is deemed to be present when a person involved in the selection process (e.g. independent experts, members of the Selection Committee, members of the Board, staff involved in reviewing compliance with administrative and eligibility criteria, or decision-makers for the Fund Operator) has direct or indirect interests that are or appear to be incompatible with the impartial exercise of the functions related to the selection process. Such interests may be related to economic interests, political or national affinities, family or emotional ties, any other relevant connection or shared interests with the applicant or its partner, or any other interests liable to influence the impartial and objective performance of the person involved in the selection of projects.
2. The Fund Operator shall take every reasonable measure to prevent a conflict of interest from occurring. This includes ensuring that any person involved in the selection process (e.g. independent experts, members of Selection Committees, members of the Board, staff involved in reviewing compliance with administrative and eligibility criteria, or decision-makers for the Fund Operator) signs a declaration of no conflict of interest and declares that if s/he later becomes aware of a risk of conflict of interest s/he will notify the Fund Operator immediately. If a conflict of interest arises, the Fund Operator shall, in consultation with the FMO, take all the necessary measures to prevent that such a situation affects the integrity of the selection process.

6.6 Project contract

1. For each approved project a project contract shall be concluded between the Fund Operator and the project promoter.
2. The project contract sets out the terms and conditions of grant assistance as well as the roles and responsibilities of the parties. It shall include provisions that ensure that the project promoter takes on any obligations that are necessary for the Fund Operator to comply with its obligations under this Agreement. The project contract shall contain, as a minimum, provisions on the following:

a) obligations regarding reporting that enable the Fund Operator to comply with its reporting obligations to the FMO and the National Focal Point;
b) the maximum amount of the project grant in euro and the maximum project grant rate;
c) the list of eligible expenditures;
d) the first and final dates of eligibility of expenditures;
e) requirements for the submission of proof of expenditure according to Article 9.2;
f) provision on modifications of the project;
g) provisions that ensure timely access for the purposes of monitoring, audits and evaluations;
h) provisions that ensure that obligations regarding information and communication as described in Chapter 3 are complied with;
i) the right of the Fund Operator to suspend payments and request reimbursement from

the project promoter in case decision on such actions is taken by the FMO and/or the Fund Operator;
j) resolution of disputes and jurisdiction;
k) waiver of responsibility referred to in Article 15.2;
l) a detailed budget;
m) provisions on equipment for which the entire purchase price is eligible, in compliance with Article 4.2.3;
n) provisions giving effect to Article 15.5.5(c) in case of termination of this Agreement;
o) a reference to partnership agreements or letters of intent, if relevant; and
p) provisions that ensure that obligations regarding record keeping as described in Article 12.7 are complied with.

3. The obligations of the project promoter under the project contract shall be valid and enforceable under Greek law.
4. The Fund Operator may request the FMO to provide guidance on whether the project contract template complies with the minimum standards set in paragraph 2 of this Article. The Fund Operator is responsible for the project contract.
5. Where necessary to accommodate the specific circumstances of project promoters or project partners that are international organisations, or bodies or agencies thereof, the provisions on project contracts described in this Article may be waived, in agreement with the FMO.

6.7 Partnership agreement

1. A project may be implemented in partnership with project partners as defined in Article 6.1. If a project is implemented in such a partnership, the project promoter shall sign a partnership agreement with each of the project partners.
2. The partnership agreement shall contain the following:
a) provisions on the roles and responsibilities of the parties;
b) provisions on the financial arrangements between the parties including, but not limited to, the expenditure for which project partners can be reimbursed from the project budget;
c) currency exchange rules for such expenditure and reimbursement;
d) provisions on indirect costs and their maximum percentage;
e) requirements for the submission of proof of expenditure according to Article 9.2.
f) provisions on audits of the project;
g) a detailed budget; and
h) provisions on dispute resolution.

4. The partnership agreement shall be in English if one of the parties to the agreement is an entity from the Donor States or an international organisation or body or agency thereof.
5. 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.
6. 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 Chapter 7 of this Agreement.
7. The draft partnership agreement shall be submitted to the Fund Operator before the signing of the project contract. The Fund Operator shall verify that the partnership agreement complies with this Article.
8. Where necessary to accommodate the specific circumstances of project promoters or project partners that are international organisations, or bodies or agencies thereof, the provisions on partnership agreements described in this Article may be waived, in agreement with the FMO.

6.8 Pre-defined projects

1. The pre-defined project(s) shall be described in the Annexes to this Agreement.

Chapter 7: Public procurement

7.1 Public Procurement

1. Applicable national and European Union law on public procurement shall be complied with at any level in the implementation of the Programmes and the projects.
2. Notwithstanding provisions of national law that exempt NGOs from public procurement, any procurement procedures related to amounts above the European Union thresholds for procurement shall be undertaken in accordance with the applicable laws on procurement without regard for such an exemption.
3. In cases where contracts concluded as part of the implementation of the Programmes fall

below the national or European Union thresholds set for public procurement or outside the scope of the applicable public procurement laws, the awarding of such contracts (including the procedures prior to the awarding) and the terms and conditions of such contracts shall comply with best economic practices, including accountability, allow fair competition between potential providers, for example by way of effective price comparison, and ensure the optimal use of resources from the EEA Financial Mechanism 2014-2021. To this end, and in the absence of stricter national laws, in cases of purchases related to an amount of EUR 5,000 or higher but below the relevant European Union thresholds, the project promoter shall invite at least three suppliers/service providers to submit offers.

4. The highest ethical standards shall be observed during the procurement and execution of contracts. The Fund Operator shall ensure the application of adequate and effective means to prevent illegal or corrupt practices. No offer, gifts, payments or benefit of any kind, which would or could, either directly or indirectly, be construed as an illegal or corrupt practice, e.g. as an inducement or reward for the award or execution of procurement contracts, shall be accepted.

5. Procurement procedures in projects implemented by international organisations shall be carried out in accordance with the procurement rules established by that international organisation.

Chapter 8: Reporting from the Fund Operator to the FMO and review meetings

8.1 Annual programme reports

1. The Fund Operator shall submit an annual programme report, separately for each programme, to the FMO and the National Focal Point using a template provided by the FMO. The main purpose of the report is:

a) to provide key information on the implementation of the Programme compared to the plans set out in this Agreement and/or the preceding annual programme report and in achieving the expected outputs;

b) the Programme's contribution to its overall objective and outcomes, and Article 1.4, as relevant;

c) to identify any issues which affect the implementation of the Programme and the measures taken to address them, a risk assessment and planned mitigating actions.

2. The reporting periods for the annual programme reports shall be the calendar year. The report shall be submitted not later than 15 February each year.

3. The FMO shall inform the Fund Operator of its opinion on the annual programme reports within two months of the date of receipt. If the FMO does not respond within the time limit laid down, the report shall be considered to have been accepted.

8.2 Interim financial reports

1. The reporting periods in each calendar year shall be as follows:

a) 1 January – 30 June for actual expenditure incurred and 1 November – 30 April for proposed expenditure;

b) 1 July – 31 December for actual expenditure incurred and 1 May-31 October for proposed expenditure.

2. Interim payments shall be paid based on an interim financial report submitted by the Fund Operator, separately for each programme, in a format provided by the FMO.

3. Interim payments from the FMO shall be made on the following payment dates: 15 April and 15 October. Should a payment date land on a weekend or an EFTA public holiday, the payment shall be made on the next EFTA working day.

4. Interim financial reports shall be received by the FMO according to the following schedule:

a) on, or before, 15 March for payments to be made by 15 April;

b) on, or before, 15 September for payments to be made by 15 October.

5. Payment based on an interim financial report received after its due date but on, or before, the following due date referred to in paragraph 4 shall be due as the report would have been received on its following due date. If an interim financial report has not been received within twelve months from the end of the reporting period in which expenditure has been incurred by the Fund Operator, the expenditure for that period shall be declared ineligible and cancelled.

6. Interim financial reports shall include:

a) a statement of actual expenditure incurred during the reporting period preceding the payment date; and
b) a statement of proposed expenditure for the reporting period immediately following the payment date;
c) information on progress towards achieving outputs and outcomes, as appropriate.

7. The actual incurred expenditure for the last reporting period shall be reported in the final programme reports.
8. When the interim financial report has been provided, the FMO shall verify that it is in the correct form and that the conditions for payment have been met. If that verification is positive, interim payments shall be transferred no later than on the payment dates referred to in paragraph 3.
9. Interim payments shall in principle consist of the proposed expenditure for the respective reporting period less the expected cash balance at the start of that period for the proposed expenditure. The FMO may modify the amount of the interim payment if the proposed expenditures are considered to be unjustified. The FMO shall provide the Fund Operator with a justification of the modification without delay.
10. Should verification according to paragraph 8 be negative, the FMO and the Fund Operator shall closely cooperate to remedy the deficiencies. The FMO may provisionally hold interim payments until such deficiencies have been remedied. When the FMO, after receiving all necessary information, has positively verified an interim financial report, it shall release the payment due as soon as possible, unless the FMO decides to make use of remedies provided in Chapter 11.

8.3 Forecast of likely payment applications

At the latest by 20 February, 20 April, 20 September and 20 November each year, the Fund Operator shall send to the FMO, in a format provided by the FMO, a justified forecast of likely payment applications from the Fund Operator for the remainder of the current financial year and subsequent financial years.

8.4 Summary reports after each call

The Fund Operator shall no later than one week after the closing of each call provide the FMO with data on the applications received, using a template provided by FMO.

8.5 Reporting on projects

The Fund Operator shall provide to the FMO information about each project in accordance with templates provided by FMO.

8.6 Final programme reports

1. The Fund Operator shall submit a final programme report, separately for each programme, to the FMO and the National Focal Point in a format provided by the FMO. The main purpose of the report is to provide:
a) an overall assessment of the implementation of the Programme, including comparison to the plans set out in the Programmes and any lessons learned;
b) an assessment of the Programme's contribution to its overall objective and outcomes of the Programme as well as Article 1.4, as relevant;
c) overview of irregularities and measures taken to remedy these;
d) specific details in respect of meeting and/or adapting financial plans; and
e) financial information, including a calculation of the final balance.

2. The final programme reports shall include financial and statistical annexes in formats provided by the FMO.
3. The final programme reports shall be submitted to the FMO no later than two months after the end of the operational period referred to in Article 1.13.
4. The FMO shall review the final programme reports in order to determine whether they fulfil its formal and substantive requirements. The FMO shall approve the final programme reports no later than two months following the receipt of the report and all relevant documents and necessary information.
5. The approved final programme reports, including a summary for the general public shall be published on the website of the Fund Operator within one month from the approval of the report by the FMO.
6. Any final balance payable to the Fund Operator shall be transferred by the FMO no later than one month after FMO's approval of the final programme report. Any final balance payable to the FMO shall be reimbursed to the FMO within the same deadline.

8.7 Review meetings

1. The Parties to the Agreement shall meet at least once a year to review the implementation of the Programmes.
2. The review meetings shall allow the FMO to examine progress achieved since the previous review meeting and instruct the Fund Operator to take any necessary measures.
3. Decisions taken at the review meetings shall be set out in the agreed minutes. The Fund Operator is responsible for the drafting of the minutes from the meeting, summarising the main points and the action points discussed at the meeting.
4. The National Focal Point and the Royal Norwegian Embassy shall be invited to participate in the review meetings as observers.

Chapter 9: Reporting from project promoters, verifications, payments to projects, audits and monitoring

9.1 Reporting

The Fund Operator shall establish a system for reporting by project promoters that provides the Fund Operator with sufficient information for its reports to the FMO, in particular in relation to progress towards the Programmes' objectives and outcomes as well as statistical and financial information.

9.2 Proof of expenditure

1. Costs incurred by project promoters and project partners shall be supported by receipted invoices, or alternatively by accounting documents of equivalent probative value.
2. A report by an independent auditor, qualified to carry out statutory audits of accounting documents, certifying that the reported costs are incurred in accordance with this Agreement, the national law and relevant national accounting practices shall be accepted as sufficient proof of expenditure incurred for project partners whose primary location is in one of the Donor States or project partners that are international organisations or bodies or agencies thereof. A report issued by a competent and independent public officer recognised by an international organisation as having a budget and financial control capacity over the entity incurring the costs and who has not been involved in the preparation of the financial statements, certifying that the claimed costs are incurred in accordance with this agreement, the relevant law and relevant accounting practices, shall also be accepted as sufficient proof of expenditure incurred.
3. Upon request by the FMO or the EFTA Board of Auditors, the Project Promoter or Project Partner shall grant access to the supporting documents on the basis of which the report referred to in paragraph 2 was issued.
4. Indirect costs identified according to Article 4.3 do not need to be supported by proof of expenditure.

9.3 Verification of projects

1. Verifications to be carried out by the Fund Operator shall cover administrative, financial, technical and physical aspects of projects, as appropriate and be in accordance with the principle of proportionality.
2. Verifications shall include the following procedures:
   a) administrative verification in respect of incurred expenditure reported by project promoters;
   b) on- the-spot verification of projects.

9.4 Payments to projects

Payments of the project grant to 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 shall be set in the Annexes to this Agreement.

9.5 Audit

1. Before approval, the final financial reports of all the projects shall be subject to an independent, external financial and compliance audit commissioned by the Fund Operator.
2. By way of exception to paragraph 1 above, in case of project promoters or project partners that are international organisations, or bodies or agencies thereof, the project financial reports shall be exclusively subject to the internal and external auditing procedures laid down in the rules and regulations applicable to them. By way of exception to paragraph 1 above and without prejudice to the FMO's rights to commission its own audits, in case of project promoters or project partners whose primary location is in one of the Donor States, the project financial reports may be subject to auditing procedures by an independent auditor, qualified to carry out their statutory audits of accounting documents. Such entities, shall

provide the Fund Operator with an audit report in case of Project Promoters whose primary location is in one of the Donor States or with a summary of any audit findings made regarding the implementation of the project, within the limits of their applicable rules and regulations in case of international organisations, or bodies or agencies thereof.

9.6 Monitoring

The monitoring arrangements undertaken by the Fund Operator are described in the Annexes to this Agreement.

Chapter 10: Irregularities

10.1 Responsibilities related to irregularities

1. The Fund Operator shall make every effort possible to prevent, detect, and nullify the effect of any cases of irregularities. Similarly, the Fund Operator shall investigate any suspected and actual cases of irregularities promptly and efficiently, including making any financial corrections that may be appropriate. In the case of projects implemented by international organisations, the Fund Operator shall make every effort possible in the light of the contractual arrangements agreed with international organisations and consulted with the FMO.
2. Unduly paid amounts shall be recovered and reimbursed in accordance with this Agreement.

10.2 Definition of irregularities

An irregularity shall mean an infringement of:

a) the legal framework of the EEA Financial Mechanism 2014-2021 referred to in Article 1.5
b) this Agreement;
c) the project contract;
d) any provision of European Union law; or
e) any provision of the national law of the Beneficiary State,

which affects or prejudices the implementation of the Programmes, for instance by unjustified or disproportionate expenditure, by affecting the integrity of the selection process, or by reducing or losing revenue under the Programmes and/or the projects.

10.3 Irregularities register

The Fund Operator shall keep a register of all irregularities, and shall, upon request from the FMO, provide information on irregularities within one month.

10.4 Reporting on irregularities

1. The Fund Operator shall immediately report to the FMO all suspected and actual cases of irregularities when any of the following applies:

a) they involve allegations of an act or omission which constitutes a criminal offence under the national legislation of the Beneficiary State, such as corruption, fraud, bribery or embezzlement;
b) they indicate the presence of serious mismanagement affecting the use of the financial contribution from the EEA Financial Mechanism 2014-2021; or
c) they pose an immediate threat to the successful completion of any project due to the amounts in proportion to the total project cost, their gravity or any other reason.

2. For irregularities other than those referred to in paragraphs 1 and 3, the Fund Operator shall within two months of the end of each quarter, submit to the FMO a report, describing any suspected and actual cases of irregularities discovered during that quarter. Should there be no irregularities to report on during the quarter, the Fund Operator shall inform the FMO of this fact.
3. Unless requested by the FMO, the following cases of irregularities in projects need not be reported:

a) cases, where the irregularity consists solely in the failure to implement a project, in whole or in part, owing to the bankruptcy of the project promoter;
b) cases, which are detected and corrected by the Fund Operator in the course of the verification of the expenditure declared;
c) cases, which relate to an amount below EUR 2,000 in contribution from the Programme. In the case of irregularities related to non-compliance with public procurement rules, this amount refers to the overall value of the contract which is affected by the irregularity.

4. Paragraph 3 shall apply, *mutatis mutandis,* to activities financed from the fund for bilateral relations.
5. Paragraph 3 does not apply to irregularities that shall be reported immediately according to

paragraph 1, or irregularities preceding a bankruptcy.
6. Together with each report on new irregularities referred to in paragraph 2, the Fund Operator shall report to the FMO on the progress made in the investigation and remedy of previously reported irregularities.
7. Should there be no progress to report on under this Article, the Fund Operator shall inform the FMO of this fact within the time limit set in paragraph 2.

10.5 Complaint mechanism

1. The Fund Operator shall establish a complaint mechanism, including the setting up of a Complaints Committee, which shall be capable of effectively processing and deciding on complaints about suspected non-compliance with the principles of good governance in relation to the implementation of the Programmes. The Fund Operator shall, upon request by the FMO, examine complaints received by the FMO. The Fund Operator shall inform the FMO, upon request, of the results of those examinations.
2. Information on how to submit a complaint shall be prominently placed on the website of the Fund Operator.
3. The Fund Operator shall without delay report to the FMO on any complaints involving suspected irregularities referred to in paragraph 1 of Article 10.4. Complaints involving suspicion of other irregularities shall be reported to the FMO in the reports referred to in paragraph 2 and paragraph 6 of Article 10.4. The FMO shall, when relevant, be consulted on the appropriate response.

Chapter 11: Suspension of payments, financial corrections and reimbursement

11.1. Recovery of amounts subject to irregularities in projects

1. In case of irregularities, the Fund Operator shall, taking into account the seriousness of the irregularity, determine whether to:

a) cancel the project and request reimbursement of all or part of the already paid project grant;
b) allow the project to continue but apply a proportionate financial correction; or
c) take no action.

2. Before making decisions according to paragraph 1 the Fund Operator shall consult with the FMO.
3. The Fund Operator shall, on its own initiative or based on instructions by the FMO, take all reasonable measures to recover any amount unduly paid to a project promoter, including using any available judicial or administrative remedies.
4. Notwithstanding the provisions of this Agreement, the parties acknowledge that the FO may only suspend payments, apply financial corrections and/or seek reimbursement of funds from projects implemented by international organisations, to the extent that this is foreseen in the project contracts entered into with such organisations and consulted with the FMO.

11.2 Suspension of payments

1. The FMO may decide to suspend payments to the Programme(s) if one or more of the following applies:

a) the conditions for payments in accordance with the provisions of this Agreement have not been met;
b) credible information indicates that the progress of the Programme(s) is not in accordance with this Agreement;
c) reports referred to in Chapters 8 and 10 or any other information requested have not been provided or include incomplete information;
d) access required under Article 12.5 is restricted;
e) the financial management of the Programme(s) has found to be unstable and raises serious doubts of integrity;
f) it becomes aware of suspected or actual cases of irregularities, or such cases have not been adequately reported, investigated or remedied;
g) the implementation of the Programme(s) is deemed to be in violation of national or European Union law;
h) a fundamental change of circumstances occurs and said circumstances constitute an essential basis for the financial contribution to the Programme;
i) it becomes aware of any misrepresentation of facts in any information given by or on behalf of the Fund Operator affecting, directly or indirectly, the implementation of this Agreement;
j) the procedure under Article 11.5 has been opened;

k) any other obligation stipulated in this Agreement is not complied with by the Fund Operator.

2. Except for urgent cases, the Fund Operator shall be given an opportunity to provide its views before the FMO takes a decision to suspend payments. The decision to suspend payments shall be reasoned and immediately effective. The Fund Operator shall be notified no later than seven workings days from the date of the decision.

3. The Fund Operator can at any time present documents or other relevant evidence and request that the FMO reviews its decision to suspend payments.

4. When the FMO finds that the conditions for suspension no longer apply, it shall take a decision to continue payments.

11.3 Financial corrections

1. The FMO may make financial corrections based on the criteria in Article 11.4 consisting of cancelling all or part of the financial contribution of the EEA Financial Mechanism(s) 2014-2021 to the Programme.

2. When a financial correction is made on a project in accordance with paragraph 1, or with Article 10.1, the financial correction may not be reused for that project. The cancelled financial contribution may be reused under the Programme for projects other than those that were the subject of the correction.

3. Financial contributions cancelled in accordance with paragraph 1 or with Article 10.1 relating to the fund for bilateral relations or fund for regional civil society initiatives, may be reused within the same budget heading for costs other than those that were the subject of the correction.

4. When a financial correction is made for a systemic irregularity or an irregularity related to the management or control systems within the Programme(s), the financial contribution may not be reused within the Programme.

11.4 Criteria for financial corrections

1. The FMO may make financial corrections according to Article 11.3 if one or more of the following applies:

a) a serious breach of this Agreement has occurred;

b) a serious deficiency exists in the management and control system of the programme, which puts at risk the financial contribution to the programme(s) ;

c) the Fund Operator has not complied with its obligations to investigate and/or to appropriately remedy irregularities under Article 9.1 prior to the sending of the notification according to paragraph 1 of Article 10.5

2. The FMO shall base its financial corrections on individual cases of irregularity identified, taking account of the systemic nature of the irregularity to determine whether a flat-rate or extrapolated correction should be applied, or whether the corrected amount can be based on an actual amount detected as irregular.

3. The FMO shall, when deciding the amount of a correction, take account of the nature and gravity of the irregularity and the extent and financial implications of the deficiencies found.

11.5 Procedure

1. Prior to making a decision referred to in paragraph 1 of Article 11.3, the FMO shall notify the Fund Operator of its intention to make such a decision. The notification shall outline the reasons for the decision and indicate the relevant amounts. The Fund Operator can within one month from the sending of the notification provide any comments relevant to the intended decision.

2. Where the FMO proposes a financial correction on the basis of extrapolation or a flat rate, the Fund Operator shall be given the opportunity to demonstrate, through an examination of the documentation concerned, that the actual extent of the irregularity was less than the FMO's assessment. In agreement with the FMO, the Fund Operator may limit the scope of this examination to an appropriate proportion or sample of the documentation concerned. Except in duly justified cases, the time allowed for this examination shall not exceed a further period of two months after the one-month period referred to in paragraph 1.

3. The FMO shall take account of any evidence supplied by the Fund Operator within the time limits referred to in paragraphs 1 and 2. At any time prior to the decision on financial corrections, the Fund Operator and the FMO can enter into a dialogue with a view to ensuring that the decision is based on accurate and correct facts.

4. The Fund Operator shall be notified of a decision referred to in paragraph 1 of Article

11.3 no later than seven working days from the date of the decision. The notification shall outline the reasons for the decision.

11.6 Reimbursement

1. Amounts recovered in accordance with paragraph 1 of Article 11.1 shall be reimbursed to the regranting account before the submission of the final programme reports referred to in Article 8.6.
2. Financial corrections relating to the funds for bilateral relations, or the funds for regional civil society initiatives, shall be reimbursed to the regranting account before the submission of the final programme reports referred in Article 8.6, unless reused within the same budget heading in line with paragraph 3 of Article 11.3.
3. Financial corrections referred to in paragraph 4 of Article 11.3 and 11.4 shall be deducted from the management fee referred to in Article 1.11. Should the remainder of the management fee to be paid to the Fund Operator not be sufficient to cover the financial correction, the Fund Operator shall reimburse the amount due to the FMO within three months of the decision referred to in Article 11.3.
4. The Fund Operator shall not be responsible for amounts that cannot be recovered in accordance with paragraph 1, if it shows that the loss of the funds and the circumstances related thereto are not due to a negligent performance or non-performance of the obligations of the Fund Operator [or its Partners] under this Agreement.
5. Notwithstanding paragraph 4, reimbursement from the Fund Operator to the FMO is not contingent upon reimbursement from the project promoter.

Chapter 12: Evaluation, external monitoring, audits and provision of information

12.1. Responsibilities of the Fund Operator

1. The Fund Operator shall carry out an evaluation or review of the Programme.
2. The Fund Operator shall ensure that the resources necessary to carry out evaluations or reviews are available, and shall ensure that procedures are in place to produce and collect necessary data.
3. Evaluation or reviews shall be carried out by experts or entities independent of the Fund Operator in accordance with the provisions specified in the Results Guideline adopted by the FMC for the EEA Financial Mechanism 2014-2021.
4. Notwithstanding paragraph 1, an evaluation or review of a Programme receiving less than EUR 5 million shall be carried out by the FMO.
5. The evaluation or review report shall be prepared in accordance with the Results Guideline adopted by the FMC for the EEA Financial Mechanism 2014-2021. The final report and a summary for the general public shall be published.

12.2 External monitoring and evaluation

Without prejudice to the monitoring carried out by the Fund Operator, the FMO may undertake external monitoring and evaluation of the Programmes. The FMO shall inform the Fund Operator about such activities at least two weeks in advance.

12.3 Audits and on-the-spot verifications arranged by the FMO

1. The FMO may arrange audits and on-the-spot verifications of the Programmes and projects, subject to any exceptions agreed in project contracts with international organisations where audits shall be performed in accordance with the procedures established in those organisations. The FMO shall, except in urgent cases, give two weeks' notice to the Fund Operator concerned before an audit or on-the-spot verification is carried out.
2. The Fund Operator shall be given an opportunity to provide comments to an audit report before it is finalised.

12.4 EFTA Board of Auditors

The EFTA Board of Auditors (and The Office of the Auditor General of Norway) may conduct audits of the Programme(s) and its projects, subject to any exceptions agreed in project contracts with international organisations where audits shall be performed in accordance with the procedures established in those organisations. The FMO shall, as far as it is under its control, ensure that the Fund Operator is given at least two weeks' notice before such audit is carried out.

12.5 Access

The persons performing monitoring, audits or on-the-spot verifications according to this Agreement shall upon request be granted prompt, full, and unimpeded access to all

information, documents, persons, locations and facilities, relevant to the audit or the verification.

12.6 Provision of information

The Fund Operator shall without unreasonable delay provide the FMO or any person(s) authorised by the FMO, with such information relating to the Programmes as they may at any time request.

12.7 Records

1. The Fund Operator shall keep full accurate and systematic records and accounts in accordance with the laws of the Beneficiary State.
2. Such records must be kept for a 3-year period following FMO's approval of the final programme reports. These documents comprise any documentation concerning the implementation of the Programme, with the exception of documents solely relevant for the use of the management fee under Article 1.11.
3. The Fund Operator shall permit the FMO, or any person(s) authorised by the FMO, to inspect or audit, at any reasonable time, the records and accounts relating to the implementation of the Agreement and to make copies thereof both during and after the period of operation of the Programme.

Chapter 13: Code of conduct and conflict of interest

13.1 Ethical standards

1. The Fund Operator shall observe the highest ethical standards during the implementation of the Programmes and shall ensure the application of adequate and effective means to prevent illegal or corrupt practices.
2. If the Fund Operator, its Partners or any of their sub-contractors, personnel, agents or servants offers to give or agrees to offer or to give or gives to any person, any bribe, gift, gratuity or commission as an inducement or reward for doing or forbearing to do any act in relation to this Agreement or any other contract with the FMO, or for showing favour or disfavour to any person in relation to this Agreement or any other contract with the FMO, then the FMO may terminate this Agreement, without prejudice to any accrued rights of the Fund Operator under the Agreement.

13.2 Other income

The payments of the management fee to the Fund Operator under this Agreement shall constitute the only income or benefit the Fund Operator may derive in connection with the Agreement. Neither it, nor its personnel shall accept any commission, discount, allowance, indirect payment or other consideration in connection with, or in relation to, or in discharge of, its obligations under this Agreement.

13.3 Professional secrecy

The Fund Operator and its staff shall maintain professional secrecy for the duration of this Agreement and after completion thereof. In this connection, except with the prior written consent of the FMO, neither the Fund Operator nor the personnel employed or engaged by it shall at any time communicate to any person or entity any confidential information disclosed to them or discovered by them, or make public any information as to the recommendations formulated in the course of or as a result of implementation of this Agreement. Furthermore, they shall not make any use prejudicial to the FMO, of information supplied to them and of the results of studies, tests and research carried out in the course and for the purpose of performing this Agreement.

13.4 Conflict of interest

1. In addition to the requirement related to the selection process, the Fund Operator shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the Agreement. Such conflict of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interest, which could arise during performance of the Agreement, must be notified in writing to the FMO without delay.
2. The FMO has the right to verify that such measures are adequate and may require additional measures to be taken if necessary. The Fund Operator shall ensure that its staff, including its management, is not placed in a situation which could give rise to conflict of interest. Without prejudice to employees' rights under national laws, the Fund Operator shall replace, immediately and without

compensation from the FMO, any member of its staff exposed to such a situation.
3. The Fund Operator shall refrain from any contract that would compromise its independence or that of its personnel. If the Fund Operator fails to maintain such independence, the FMO may, without prejudice to compensation for any damage that it may have suffered on this account, terminate this Agreement forthwith, without giving formal notice thereof.

Chapter 14: Assignment and sub-contracting

14.1 Assignment

1. An assignment is any agreement by which the Fund Operator transfers its rights under this Agreement or part thereof to a third party.
2. The Fund Operator shall not, without the prior written consent of the FMO, assign the Agreement or any part thereof, or any benefit or interest there under. Any assignment without such consent shall be null and void.
3. The approval of an assignment by the FMO shall not relieve the Fund Operator of its obligations under the Agreement.

14.2 Sub-contracting

1. Any agreement by which the Fund Operator entrusts performance of a part of the services to a third party is considered to be a sub-contract.
2. Without prejudice to the role of the Fund Operator and Partners referred to in Article 2.1, the Fund Operator must obtain a prior written authorization of the FMO before entering into a sub-contract.
3. No sub-contract can create contractual relations between any sub-contractor and the FMO. The Fund Operator shall be responsible for the acts, defaults and negligence of its sub-contractors and their experts, agents or employees, as if they were the acts, defaults or negligence of the Fund Operator, its experts, agents or employees.
4. The approval by the FMO of the sub-contracting of any part of the Agreement or of the engagement by the Fund Operator of sub-contractors to perform any part of the services shall not relieve the Fund Operator of any of its obligations under the Agreement. Those services entrusted to a sub-contractor by the Fund Operator cannot be entrusted to third parties by the sub-contractor.

Chapter 15: Concluding provisions

15.1 Information system

1. The Fund Operator shall provide the reports referred to in Chapters 8 and 10 through FMO's information system. The FMO shall give the Fund Operator access to the system and provide the necessary guidance to enable the Fund Operator to use the system correctly.
2. Should the system referred to in paragraph 1 become unavailable or be discontinued, the FMO may require the Fund Operator to provide these reports in another format provided by the FMO, whether electronic or hard copies.

15.2 Waiver of responsibility

1. Nothing contained in this Agreement shall be construed as imposing upon the FMO any responsibility of any kind for the supervision, execution, completion or operation of the Programmes or the projects.
2. Neither the European Free Trade Association, its Secretariat, including the FMO, its officials or employees can be held liable for any damage or injuries of whatever nature sustained by the Fund Operator or a project promoter, recipient of funds, or any other third person in connection, be it direct or indirect, with this Agreement.
3. This waiver of responsibility shall also bind the project promoters. Each project contract shall contain a provision to that effect.

15.3 Privileges and immunities

Nothing contained in this Agreement shall be deemed a waiver expressed or implied of any privileges and immunities of the European Free Trade Association, its assets, officials or employees.

15.4 Programme modification

1. This Agreement may not be modified by the Fund Operator. The latter does not apply to the Annexes to this Agreement.
2. Any modification to the Annexes is subject to prior approval by the FMO.
3. The Fund Operator shall describe and justify the modification, as well as the likely impact on the financial figure, risk assessment, outputs and outcomes of the Programme.
4. The FMO shall assess the proposed modification and provide a formal response no later than one month following the receipt of all relevant documents and necessary information.

5. The modification shall be formalised through an amendment of this Agreement, where necessary.
6. This Agreement may be modified at the unilateral request of the FMO in order to include two additional Annexes concerning the "Local Development and Poverty Reduction" programme. The additional Annexes shall be drafted by the FMO. The Fund Operator shall not object to such a modification.

15.5 Termination, compensation and damages

1. Either party may terminate this Agreement in the event of a serious breach by the other party which remains unremedied for 30 days following written notice thereof making specific reference to the breach and to this Article. The requirement of written notice shall not apply where it is clear from the circumstances, or the party in breach has clearly indicated, that it is unable or has no intention to remedy the breach.
2. In addition, the FMO shall be entitled to terminate this Agreement where the Fund Operator:

a) becomes insolvent or bankrupt;
b) has a receiving order or administration order made against it or compounds with its creditors;
c) being a legal person commences to be wound up; or
d) carries on its activities under an administrator or administrative receiver for the benefit of its creditors or any of them.

Any of the above events shall be deemed a breach by the Fund Operator.
3. Should this Agreement be terminated pursuant to either of the preceding paragraphs 1 or 2, the party whose breach has occasioned the termination shall (without prejudice to the following provisions) compensate the other party for all losses, costs and wasted expenditure incurred by the other party in consequence of the termination.
4. The FMO may terminate this Agreement if changes in the political environment put into doubt the feasibility of the Programme.
5. In all cases where this Agreement is terminated prior to its entire performance:

a) the FMO shall (without prejudice to the payment obligations provided in the preceding paragraphs) pay the Fund Operator for the work already performed and (unless the termination arises by reason of a breach by the Fund Operator) commitments already undertaken which cannot reasonably be cancelled and reasonable costs for closing down the Fund Operator's role in the operation, provided that the total amount paid to the Fund Operator shall not exceed the amount of the management fee provided in Article 1.11;
b) the Fund Operator and its officials shall cease to operate the regranting account and the FMO shall be entitled to terminate the signature rights of those officials accordingly;
c) any rights and obligations of the Fund Operator vis-à-vis project promoters shall automatically be transferred to the FMO which shall be entitled to retransfer them to any replacement Fund Operator whom it may appoint;
d) the Fund Operator shall provide to the FMO or to any replacement Fund Operator such reasonable assistance as the latter may require to ensure the continuing good administration of the Programmes and in particular shall provide the FMO or replacement Fund Operator with all contact details and copies of all its files concerning each of the project promoters and project contracts. The Fund Operator shall also cooperate with the FMO or replacement Fund Operator in notifying the project promoters of the change of Fund Operator and in ensuring the smooth continuation of the Programme.

6. Where the FMO is entitled to damages or compensation from the Fund Operator, it may deduct such amounts from any sums due to the Fund Operator and/or call on the appropriate guarantee.
7. The FMO shall be entitled to compensation from the Fund Operator for any damage which comes to light after the completion of the Programme.

15.6 Indemnification

1. At its own expense and subject to any limitations in the project contracts with international organisations, the Fund Operator shall indemnify, protect and defend the FMO, its agents and employees, from and against all actions, claims, losses or damage arising from any act or omission by the Fund Operator in the performance of the Agreement provided that:

a) the Fund Operator is notified of such actions, claims, losses or damages not later than 30 days after the FMO becomes aware of them;

b) the ceiling on the Fund Operator's liability to the FMO shall be limited to an amount equal to the management fee referred to in Article 1.11, but such ceiling shall not apply to any losses or damages caused to third parties by the Fund Operator or by the Fund Operator's wilful misconduct;

c) the Fund Operator's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the Agreement and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.

2. At its own expense, the Fund Operator shall, upon request of the FMO, remedy any defect in the performance of the services in the event of the Fund Operator's failure to perform its obligations under the Agreement.

3. The Fund Operator shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

a) the FMO omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Fund Operator, or requiring the Fund Operator to implement a decision or recommendation with which the Fund Operator disagrees or on which it expresses a serious reservation; or

b) the improper execution of the Fund Operator's instructions by agents, employees or independent contractors of the FMO.

4. The Fund Operator shall remain responsible for any breach of its obligations under the Agreement for three years after the approval of the final programme reports.

15.7 Force majeure

1. Neither Party shall be considered to be in breach of its obligations under the Agreement if the performance of such obligations is prevented by any circumstances of force majeure which arise after the date of the last signature of this Agreement.

2. The term "force majeure", as used herein shall include without limitation acts of God as strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars, whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, and any other similar unforeseeable events, beyond the control of either Party and which by the exercise of due diligence neither Party is able to overcome. For the avoidance of doubt, inability to pay any sum of money shall not be considered force majeure.

3. A Party affected by an event of force majeure shall take all reasonable measures to remove such Party’s inability to fulfil its obligations hereunder with a minimum of delay.

4. The Fund Operator shall not be liable for contract damages or termination for default if, and to the extent that, its delay in performance or other failure to perform its obligations under the Agreement is the result of an event of force majeure. The FMO shall similarly not be liable for delayed performance, for non-performance or for termination by the Fund Operator for default, if, and to the extent that, the FMO's delay or other failure to perform its obligations is the result of force majeure.

5. If either Party considers that any circumstances of force majeure have occurred which may affect performance of its obligations it shall notify the other Party immediately giving details of the nature, the probable duration and likely effect of the circumstances. Unless otherwise directed by the FMO in writing, the Fund Operator shall continue to perform its obligations under the Agreement as far as is reasonably practicable, and shall seek all reasonable alternative means for performance of its obligations, which are not prevented by the force majeure event. The Fund Operator shall not put into effect such alternative means unless directed so to do by the FMO.

6. If circumstances of force majeure have occurred and persist for a period of 180 days then, notwithstanding any extension of the period of execution that the Fund Operator may by reason thereof have been granted, either Party shall be entitled to serve upon the other 30 days' notice to terminate the Agreement. If at the expiry of the period of 30 days the situation of force majeure persists, the Agreement shall be terminated and in consequence thereof, the Parties shall be

released from further performance of the Agreement.

15.8 Dispute resolution

1. Any dispute relating to the conclusion, validity, interpretation or performance of this Agreement shall be resolved amicably through consultation between the Parties.
2. Without prejudice to the privileges and immunities granted to the European Free Trade Association, its assets, premises and officials, any dispute arising out of or in relation with this Agreement not settled within two months of the initiation of the consultation referred to in paragraph 1, shall be finally settled under the CEPANI Rules of Arbitration by one or more arbitrators appointed in accordance with these Rules.
3. The arbitral tribunal shall normally be composed of one arbitrator. However, if the disputed amount is EUR 1,000,000 or higher the arbitral tribunal shall be composed of three arbitrators.
4. The seat of the arbitration shall be Brussels. The arbitration shall be conducted in English. The arbitration shall apply the laws of the Kingdom of Norway.

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This Agreement is drawn up in two originals in the English language.

For the Financial Mechanism Office	For the Fund Operator
Signed in Brussels on 21/02/2019	Signed in Athens on 21/02/2019
.....	.....
Henning Stirø	Charilaos Faltsetas
Director of the FMO	Chief Executive Officer, Crowe Sol Consulting SA

EEA Financial Mechanism 2014-2021
Results Framework and Budget (Annex I)

Programme Operators and Partners	
Fund Operator:	Crowe SOL Management Consulting Services SA, in partnership with Human Rights 360
Donor Programme Partner:	Norwegian Directorate of Immigration (UDI)
IPO:	-
Other Programme Partner(s):	-

Programme Objective	Functioning national asylum and migration management systems ensured and the right to seek asylum safeguarded

PA	Outcome/Output	Expected programme results	Indicator	Disaggregation	Unit of measurement	Source of verification	Frequency of reporting	Baseline values	Baseline year	Target value
PA18	Outcome 1	Improved quality of accommodation and other services provided in open reception centres	Open reception centres are in line with EU Directives' minimum standards for the reception of vulnerable asylum seekers, especially un-accompanied minors (UAMs)	N/A	Binary	Assessment records	Annually (APR)	No	N/A	Yes
			Number of unaccompanied minor asylum seekers (UAMs) receiving services.	Gender	Cumulative number	Project Promoter's records	Annually (APR)	0	N/A	2,250
			Number of non-unaccompanied minor asylum (UMA) beneficiaries provided with services	Gender	Cumulative number	Project Promoters' records	Annually (APR)	0	N/A	750
	Output 1.1	Accommodation places provided in open reception centres	Number of accommodation places provided in open reception centres.	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	300[1]

[1] ≥300

		for vulnerable asylum seekers, in particular UAMs	Number of the new accommodation places reserved for UAMs	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	225
			Annual average monthly occupancy rate in the supported centres	N/A	Percentage	Project Promoters' records	Semi-annually (APR and September IFR)	0 %	N/A	90 %[2]
	Output 1.2	Close interaction and cooperation between non-governmental organisations (NGOs) and relevant public entities is established	Number of open reception centres where the NGOs and public entities formally and informally cooperate (Memorandum of Understanding or common activities implemented)	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	3[3]
PA18	Outcome 2	Capacity of key institutions to ensure protection of vulnerable asylum seekers, particularly UAMs, is strengthened	Number of decentralised sites operated by Reception and Identification Service (RIS) that implement national standard operating procedures (SOPs) for reception centres	N/A	Cumulative number	Project Promoters' records, assessment records	Annually (APR)	0	N/A	6
	Output 2.1	Expert support provided to key Reception and Identification Service (RIS) departments, to critical Reception and Identification Centres (RICs), to Ministry of Migration Policy (MoMP) and to	Number of NORCAP staff seconded to RIS and MoMP	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	14
			Number of NORCAP staff seconded to EKKA	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	3
			Number of months of secondment from NORCAP	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	522

[2] 90%
[3] Minimum 3

		the National Centre for Social Solidarity (EKKA)								
PA18	Outcome 3	Operational procedures and capacity of the Greek Asylum Service and Appeal Committees improved	Number of beneficiaries of legal aid services	Gender	Cumulative number	Project Promoters' records	Annually (APR)	0	N/A	4,500
	Output 3.1	Expert support provided to the Greek Asylum Service	Number of Associate Asylum Experts deployed to the Asylum Service all over Greece	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	18
			Number of staff deployed to the Asylum Service centrally (e.g. Legal Advisor, Legal Liaison Officers, Documentation Experts)	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	5
	Output 3.2	Free legal aid provided to vulnerable asylum seekers related to first instance asylum procedures	Number of lawyers that have been involved in the free legal aid component	N/A	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	40
PA18	Outcome 4	Orderly and humane voluntary return of migrants or vulnerable groups is secured	Reduced waiting time from application to voluntary return achieved	N/A	Binary	Project Promoters' records, Official statistics on waiting times	Annually (APR)	No	N/A	Yes
	Output 4.1	Financial reintegration support system established, with differentiated levels of support	Number of migrants departed through IOM for voluntary return	N/A	Cumulative number	Project Promoters' records, Official statistics on	Semi-annually (APR and September IFR)	0	N/A	200

						voluntary returns				
PA18	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)	TBD[4]	2019	4.5[5]
			Level of satisfaction with the partnerships	N/A	Scale 1-7	Survey results	Annually (APR)	TBD[6]	2019	4.5[7]
			Share of cooperating organisations that apply the knowledge acquired from the bilateral partnerships	N/A	Percentage	Survey results	Annually (APR)	N/A	N/A	50 %[8]
	Bilateral Output 1	Partnerships between beneficiary and donor 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	4
	Bilateral Output 2	Partners from Beneficiary State and Donor States participate in international networks on migration and asylum together	Number of new networking activities where partners from Greece and the Donor States participate together	N/A	Cumulative number	Project promoters' records, attendance records	Semi-annually (APR and September IFR)	0	N/A	8

[4] Survey to be carried out by the FMO
[5] ≥4.5 and an increase on the baseline
[6] Survey to be carried out by the FMO
[7] ≥4.5 and an increase on the baseline
[8] ≥50%

Conditions

General

1) The Fund Operator shall ensure that Project Promoters:

- Keep any buildings purchased, constructed, renovated or reconstructed under the project in their ownership for a period of at least 5 years following the completion of the project and continue to use such buildings for the benefit of the overall objectives of the project for the same period;
- Keep any buildings purchased, constructed, renovated or reconstructed under the project properly insured against losses such as fire, theft and other normally insurable incidents both during project implementation and for at least 5 years following the completion of the project; and
- Set aside appropriate resources for the maintenance of any buildings purchased, constructed, renovated or reconstructed under the project for at least 5 years following the completion of the project. The specific means for implementation of this obligation shall be specified in the project contract.

Pre-eligibility

Not applicable

Pre-payment

Not applicable

Pre-completion

Not applicable

Post-completion

Not applicable

Operational period of the programme	
End of the operational period of the programme	31/12/2024
Grant rate and co-financing	
Programme total budget (€)	€ 16,500,000
Re-granting amount (€)	€ 15,132,000
Programme grant rate (%)	100.00 %
Maximum amount of Programme grant - EEA Financial Mechanism (€)	€ 16,500,000
Maximum amount of Programme grant - Norwegian Financial Mechanism (€)	-
Maximum amount of Programme grant - Total (€)	€ 16,500,000

PA	Budget Heading	EEA Grants	Total grant	Programme grant rate	Programme co-financing	Programme eligible expenditure	Advance payment
PA18	Programme management	€ 1,368,000	€ 1,368,000	100.00 %	€ 0	€ 1,368,000	€ 136,800
PA18	Outcome 1 (EEA Grants)	€ 7,632,000	€ 7,632,000	100.00 %	€ 0	€ 7,632,000	n/a
PA18	Outcome 2 (EEA Grants)	€ 3,500,000	€ 3,500,000	100.00 %	€ 0	€ 3,500,000	n/a
PA18	Outcome 3 (EEA Grants)	€ 3,000,000	€ 3,000,000	100.00 %	€ 0	€ 3,000,000	n/a
PA18	Outcome 4 (EEA Grants)	€ 1,000,000	€ 1,000,000	100.00 %	€ 0	€ 1,000,000	n/a
Total		**€ 16,500,000**	**€ 16,500,000**	**100.00 %**	**€ 0**	**€ 16,500,000**	**€ 136,800**

Retention of management costs	
Retention of management costs - Percentage of the management costs	30.00 %
Retention of management costs - Planned Euro value	€ 410,400

EEA Financial Mechanism 2014-2021

Operational rules (Annex II)

1. Programme summary

This Annex sets out the operational rules for the programme.

The Programme Operator is the Financial Mechanism Office (FMO). The Norwegian Directorate of Immigration (UDI) is the Donor Programme Partner. The Fund Operator is CroweSOL SA in partnership with Human Rights 360.

The programme objective, "Functioning national asylum and migration management systems ensured and the right to seek asylum safeguarded", shall be attained through four outcomes:

- The programme shall support the outcome "Improved quality of accommodation and other services provided in open reception centres" (Outcome 1) by way of one open call for proposal.
- The programme shall support the outcome "Capacity of key institutions to ensure protection of vulnerable asylum seekers, particularly UAMs, is strengthened" (Outcome 2) by way of one pre-defined project: "Capacity development for dignified reception and protection of the rights of migrants and asylum seekers in Greece" (PDP 1) to be implemented by the Norwegian Refugee Council (NRC – NORCAP).
- The programme shall support the outcome "Operational procedures and capacity of the Greek Asylum Service and Appeal Committees improved" (Outcome 3) by way of one pre-defined project: "Quality assurance of asylum procedures and free legal aid to vulnerable asylum seekers" (PDP 2) to be implemented by the United Nations High Commissioner for Refugees (UNHCR).
- The programme shall support the outcome "Orderly and humane voluntary return of migrants or vulnerable groups is secured" (Outcome 4) by way of one pre-defined project: "Assisted voluntary return and reintegration of vulnerable groups" (PDP 3) to be implemented by the International Organisation for Migration (IOM).

2. Eligibility

2.1 Eligible applicants:

Non-governmental organisations (NGOs) shall be eligible applicants under the call for proposals. NGOs are defined as "non-profit organizations established as a legal entity, having a non-commercial purpose and being independent of local, regional and central government, public entities, political parties and commercial organizations. Religious institutions and political parties are not considered NGOs".

2.2 Special rules on eligibility of costs:

Costs are eligible in accordance with chapter 4 of the PIA. In addition, and based on Article 4.2.4 of the PIA:

- for the IOM project an additional category of eligible expenditure in the form of one-time cash allowance payable to returnees when leaving Greece and in-kind reintegration assistance to the beneficiaries in the country of origin in accordance with IOM procedures may be accepted in the project contract with IOM;

- for the Futura project selected though the open call and implemented by IRC Greece an additional category of eligible expenditure in the form of cash assistance payable monthly using prepaid cards to beneficiaries staying in the semi-independent living apartments for unaccompanied minors may be accepted in the project contract with IRC Greece. The Fund Operator shall ensure that the amount of the cash assistance is within the limits of equivalent cash assistance provided under national schemes.

For the calculation of the in-kind contribution, the cost for each hour of voluntary work shall be defined, on a case by case basis, depending on the character of work delivered. The unit prices shall be in accordance with a normally paid salary for such work and shall fall within the range between €3.66 per hour (minimum gross hourly wage in Greece) and €7.50 per hour (average gross hourly wage in Greece), including the employer's social contribution.

3. Bilateral relations

3.1 Bilateral relations

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

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

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

3.2 *Regional civil society initiatives*

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	Outcome	Estimated timing of the call	Total available amount	Planned minimum grant applied for	Planned maximum grant applied for
Accommodation and services for vulnerable asylum seekers, especially UAMs, in Open Reception Centres	Outcome 1	2019	€ 7,632,000	€ 1,000,000	€ 3,000,000

4.2 Selection procedures:

Selection procedures shall be in line with the provisions of the main text of this Programme Implementation Agreement and in particular, Articles 6.3 and 6.4.

4.3 Project grant rate:

Grants to all projects from the programme may be up to 100% of total eligible expenditure of the project. In the case of projects where the project promoter is an NGO or a social partner as defined in Article 1.6(y) of the Regulation, the project grant rate maybe up to 90% of the 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.

4.4 Pre-defined projects:

1) ""Capacity development for dignified reception and protection of the rights of migrants and asylum seekers in Greece""

Project Promoter:	NORCAP
Total maximum eligible costs:	€ 3,500,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 3,500,000

Programme outcome the project contributes to: “Capacity of key institutions to ensure protection of vulnerable asylum seekers, particularly UAMs, is strengthened “
First Date of eligibility of expenditures 20 February 2019

The project will strengthen the capacity of key government institutions in Greece, to uphold the rights of refugees and migrants and ensure dignified reception. The project will reduce the Reception and Identification Service’s (RIS) dependency of the international community to ensure dignified reception, child protection and site management and strengthen the capacity of the National Center for Social Solidarity (EKKA), to ensure protection of vulnerable asylum seekers, particularly survivors of human trafficking and unaccompanied minors.

The project will be implemented in 3 stages; first setting up and developing an operational structure, then applying the agreed framework while empowering local stakeholders and finally, identifying durable solutions for the continuation of its activities and hand over.

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

- Deployment of international experts on the asylum, refugee and migration area
- Development of training modules and training of staff and local authorities to increase skills and understanding of practical application of principles of international protection
- Development of standard operating procedures, guidelines and tools

NORCAP will deploy experts to key national public institutions in Greece. These deployed experts will:

- Oversee, coordinate and perform functions to support successful implementation of RIS and EKKA's areas of responsibility,
- Develop standard operating procedures/guidelines and best practices to ensure consistency in performance, accountability, and effective delivery of activities in the targeted thematic areas,
- Support capacity development for national staff in the targeted thematic areas through trainings and on-the-job support.

In addition to deployment of experts, the project will develop capacity building components such as training packages and training of trainers enhanced by staff welfare support and coaching. NORCAP will develop modalities of ensuring this support with experienced staff that will contribute to strengthening operations, lifting standards, ensuring staff capacity building and improved camp management on the islands and the mainland.

2) ""“Quality assurance of asylum procedures and free legal aid to vulnerable asylum seekers”"

Project Promoter:	UNHCR
Total maximum eligible costs:	€ 3,000,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 3,000,000

Programme outcome the project contributes to:	“Operational procedures and capacity of the Greek Asylum Service and Appeal Committees"
First Date of eligibility of expenditures	20 February 2019

The project will provide expert support to the Greek Asylum Service and provide free legal aid to vulnerable asylum seekers related to first instance asylum procedures. The following two activities shall be supported:

Activity 1: Quality assurance support to the asylum procedures in Greece

The UNHCR and the Greek State have agreed that the UNHCR shall provide support to the Greek asylum system.

Within this framework, the project shall support the UNHCR in providing support to the Asylum Service (AS) for the quality assurance of the procedures at first instance.

- contributing to the conduct of status determination made by the Greek authorities' assessment of asylum claims,

- developing operational tools to address the challenges of fair and efficient asylum-procedures in accordance with international and European standards,

- ensuring that guidelines and country of origin information are appropriately disseminated and utilized,

- supporting the establishment of a quality assurance institutional framework within the Asylum Service (AS),

- contributing to the elaboration of Guidance issued by the Quality Department of the AS on complex refugee status determination issues, as well as on examination of claims of specific nationalities

In addition to the above activities, the UNHCR shall undertake the monitoring of second instance asylum procedures.

Activity 2: Legal aid support to asylum seekers in Greece

Furthermore, the project will provide for free legal aid to asylum seekers. UNHCR will focus on asylum seekers in detention, urban areas as well as on islands. The scope of the free legal aid supported by UNHCR shall include:

- legal counseling and representation within the asylum procedures

- challenging administrative acts concerning detention or deportation/return

- challenging administrative acts related to treatment of vulnerability (SGBV, UASC etc.)

- the further administrative treatment of asylum seekers

The legal aid activity includes also both civil and penal proceedings.

Priority shall be given to vulnerable individuals in need of international protection including UASC and SGBV survivors as well as asylum seekers in detention. In particular, in the mainland (Athens, Thessaloniki, Ioannina), legal aid shall be provided mainly at reception desks in the legal aid partner's premises. On the islands (Lesvos, Chios, Samos, Kos, Leros, Rhodes) and Evros, legal aid services shall be provided also within Reception and Identification Centers (RICs) and within other (open) accommodation facilities. In addition, UNHCR shall prioritize legal assistance to asylum seekers in detention, which may also include other relevant administrative procedures, such as challenging detention for asylum seekers and non-asylum related cases. The implementation of the activity will be supported by UNHCR's protection team.

All activities shall complement other programmes of legal aid, in particular the state-run legal aid scheme for provision of legal assistance at 2nd instance.

3) ""“Voluntary Return and Reintegration of Migrants in situations of vulnerability”""

Project Promoter:	International Organisation for Migration (IOM)
Total maximum eligible costs:	€ 1,000,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 1,000,000
Estimated duration:	7 months

Programme outcome the project contributes to:	“Orderly and humane voluntary return of migrants or vulnerable groups secured"
First Date of eligibility of expenditures:	20 February 2019

The project will support vulnerable migrants willing to return voluntarily to their countries of origin and will contribute to their sustainable reintegration. The objective will be achieved through a set of activities focusing on migrants being able to take an informed decision on their return, return home in safety and dignity and finally support them in their reintegration process. The project shall target, among others, single parent families, victims of trafficking, migrants with health-related needs, Unaccompanied Migrant Children (UMCs) and elderly migrants.

The project will include the following main four activities:

Activity 1: Providing information to potential beneficiaries

The project will support the IOM in providing detailed information to potential beneficiaries who are considering returning to their country of origin in order to enable them to make an informed decision on the return.

Information about the Assisted Voluntary Return and Reintegration (AVRR) programme will be provided in order to enable migrants to decide whether or not to enroll into the project (in addition to adequate and appropriate information about the AVRR options through the IOM official website and social media channels). Information will mainly be provided directly by IOM Greece staff being present in open and closed facilities across the country. In addition, information will be provided through the established network of collaboration with key stakeholders (i.e. Embassies, Consulates, migrant communities etc.), who play an important role in outreach and referral of potential beneficiaries to IOM Greece.

Activity 2: Tailor-made counselling and pre-departure assistance to migrants

The project will support IOM in providing tailor-made counselling and pre-departure assistance to migrants to prepare for their return. The situation in the country of origin as well as the benefits and types of assistance included in the programme will be discussed. The needs of each individual, including aspects such as gender, age etc in order to provide proper information and advice, will be mapped. Based on this mapping a referral might be made to special protection services provided by IOM or/and other actors. In cases of UMCs, IOM will collaborate with IOM Offices in the country of origin for the completion of family tracing and family assessment procedures. IOM Greece will provide health assistance by deploying specialised medical staff, who will supervise and monitor the health needs and situation, and by also covering necessary costs for medical exams.

Activity 3: Facilitating travel arrangements

Migrants' travel will be facilitated in a timely, individualized, and effective manner. IOM will proceed with: ticketing in commercial flights, support for the issuance of travel documents, pre-departure assistance prior to the departure, assistance at the airport the day of departure, check-in and boarding procedures, provision of assistance in order to cover returnees' most basic needs after their departure from Greece, assistance in transit points and finally, reception assistance in collaboration with IOM Missions in countries of origin.

Activity 4: Providing reintegration assistance

Beneficiaries will be provided with reintegration assistance in a clear, timely and effective manner. Reintegration assistance under this project may include, but will not be limited to, the development of income generating activities, such as the start-up of microbusiness and job placement, vocational training, psychosocial support, medical assistance, child care support, educational assistance, temporary accommodation and purchase of household items. The assistance can be used for one of the abovementioned types or split among multiple

activities. Reintegration assistance will be provided in kind to individual returnees and families based on developed reintegration plans.

5. Programme Management

5.1 Programme administrative structures

N/A

5.2 Verification of projects

In line with PIA Art 9.3 verifications to be carried out by the Fund Operator shall cover administrative, financial, technical and physical aspects of projects, as appropriate and be in accordance with the principle of proportionality.

The procedures for administrative and on-the-spot verifications of projects shall be detailed in the description of the FO's management and control systems.

5.3 Payments to projects:

Payments of the project grant shall take the form of advance payments, interim payments and payments of the final balance.

The Fund Operator shall ensure that payments to projects are made in a timely manner:

- advance payments are to be paid within 15 working days after the last signature of the project contract;
- interim payments are to be paid within 20 working days after date of approval of the interim financial report;
- payments of the final balance are to be paid within 30 working days after the date of acceptance of the final narrative report and the final financial report;
- the approval of projects' interim and final reports shall take place within 30 working days from the submission of all the required information.

The level of each type of payment and the reporting requirements, including periods and submission deadlines, shall be further detailed in the description of the Fund Operator's management and control systems and included in the project contract.

5.4 Monitoring and reporting requirements for projects:

The Fund Operator shall monitor, record and report on progress towards the programme's outcomes in accordance with provisions contained in this Programme Implementation Agreement. The Fund Operator shall ensure that suitable and sufficient monitoring and reporting arrangement are made with the project promoters in order to enable the Fund Operator to meet its obligation to the FMO.

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

The Fund Operator shall describe the methodology and frequency of the monitoring activities in the management and control system description submitted in accordance with Article 2.1.1. b) of the main text of this Programme Implementation Agreement.

The monitoring system for projects awarded through the open call shall be consulted and approved by the Donor Programme Partner. Furthermore, the Donor Programme Partner shall be invited to participate in field missions to monitor the quality of the reception facilities supported through the open call.

6. Communication

The Fund 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.

7. Support for organizations preparing and implementing projects

8. Miscellaneous

N/A