

Norwegian Financial Mechanism 2009-2014

PROGRAMME AGREEMENT

between

The Norwegian Ministry of Foreign Affairs

and

The Ministry of Finance,  
hereinafter referred to as the "National Focal Point",  
representing Estonia ,  
hereinafter referred to as the "Beneficiary State"

together hereinafter referred to as the "Parties"

for the financing of the Programme "Domestic and Gender-based Violence "

hereinafter referred to as the "Programme"

## Chapter 1

### Scope, Legal Framework, and Definitions

#### Article 1.1

##### Scope

This programme agreement between the Norwegian Ministry of Foreign Affairs (hereinafter referred to as the NMFA) and the National Focal Point lays down the rights and obligations of the Parties regarding the implementation of the Programme and the financial contribution from the Norwegian Financial Mechanism 2009-2014 to the Programme.

#### Article 1.2

##### Legal Framework

1. This programme agreement shall be read in conjunction with the following documents which, together with this programme agreement, constitute the legal framework of the Norwegian Financial Mechanism 2009-2014:

- a. the Agreement between the Kingdom of Norway and the European Union on the Norwegian Financial Mechanism 2009-2014 (hereinafter referred to as the Agreement);
- b. the Regulation on the implementation of the Norwegian Financial Mechanism 2009-2014 (hereinafter referred to as the "Regulation") issued by Norway in accordance with Article 8(8) of the Agreement;
- c. the Memorandum of Understanding on the Implementation of the Norwegian Financial Mechanism 2009-2014 (hereinafter referred to as the "MoU"), entered into between the Kingdom of Norway and the Beneficiary State; and
- d. any guidelines adopted by the NMFA in accordance with the Regulation.

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

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

#### Article 1.3

##### Definitions

Terms used and institutions and documents referred to in this programme agreement shall be understood in accordance with the Regulation, in particular Article 1.5 thereof, and the legal framework referred to in Article 1.2 of this programme agreement.

#### Article 1.4

##### Annexes and hierarchy of documents

1. The programme decision, including the financial plan (Annex I), and the operational rules (Annex II) form an integral part of this programme agreement. Any reference to this programme agreement includes a reference to its annexes unless otherwise stated or clear from the context.

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

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

## Chapter 2

### The Programme

#### Article 2.1

##### Co-operation

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

2. The Parties agree to provide all information necessary for the good functioning of this programme agreement and to apply the highest degree of transparency, accountability and cost efficiency as well as the principles of good governance, sustainable development, gender equality and equal opportunities.

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

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

## Article 2.2

### Main responsibilities of the Parties

1. The National Focal Point is responsible and accountable for the overall management of the Norwegian Financial Mechanism 2009-2014 in the Beneficiary State and for the full and correct implementation of this programme agreement. In particular, the National Focal Point undertakes to:

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

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

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

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

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

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

## Article 2.3

### Objective and outcomes of the Programme

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

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

## Article 2.4

### Programme grant

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

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

3. The financial plan shall:

a. contain a breakdown between the Programme's budget headings using the description put forward in the template for the programme proposal;

b. indicate the agreed advance payment, if any.

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

## Article 2.5

### Special conditions and programme specific rules

1. The programme decision shall list any conditions set by the NMFA with reference to paragraph 3 of Article 5.3 of the Regulation. The National Focal Point shall ensure compliance with these conditions and, in a timely manner, take the necessary steps to ensure their fulfilment.

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

## Article 2.6

### Programme implementation agreement

1. With reference to Article 5.8 of the Regulation and without prejudice to paragraph 2 thereof, the National Focal Point shall, before any payment is made to the Programme, sign a programme implementation agreement with the Programme Operator. The National Focal Point shall notify the NMFA of such signing.

2. The signed programme implementation agreement shall be identical to the draft programme implementation agreement confirmed by the NMFA in accordance with paragraph 5 of Article 5.8 of the Regulation with regard to the content required according to paragraph 3 thereof. The National Focal Point shall inform the NMFA of any deviation from that confirmed draft which may be subject to a new confirmation according to paragraph 5 of Article 5.8 of the Regulation prior to any payment to the Programme.

## Article 2.7

### Reporting

The National Focal Point shall ensure that the Programme Operator provides financial reports, annual programme reports and a final programme report in accordance with Chapter 8 and Articles 5.11 and 5.12 of the Regulation as well as statistical reporting in accordance with the Programme Operator's Manual (Annex 9 to the Regulation).

## Article 2.8

## External monitoring

The external monitoring and audit referred to in Articles 10.1, 10.2, 10.3 and 10.4 of the Regulation shall not in any way relieve the National Focal Point or the Programme Operator of its obligations under the programme agreement regarding monitoring of the Programme and/or its projects, financial control and audit.

## Article 2.9

## Modification of the Programme

1. Unless otherwise explicitly stipulated in this programme agreement, any modification of the Programme is subject to prior approval by the NMFA.
2. Modifications that do not affect the objective, outcomes, outputs, indicators or targets of the Programme are permitted without NMFA's prior approval provided that they are limited to the following:
  - a. cumulative transfers between budget headings related to outcomes of an amount less than 10 % of total eligible expenditure of the Programme or € 1,000,000, whichever is higher, and
  - b. changes of internal practices of the Programme Operator that are not stipulated in the programme agreement.
3. Programme specific exceptions from paragraphs 1 and 2, if any, are set in the operational rules.
4. Expenditures incurred in breach of this article are not eligible.
5. Should there be a doubt as to whether the proposed modifications require approval by the NMFA, the National Focal Point shall consult the NMFA before such modifications take effect.
6. Requests for modifications shall be submitted and assessed in accordance with Article 5.9 of the Regulation.

## Article 2.10

## Communication

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

2. To the extent that original documents are not available in the English language, the documents shall be accompanied by full and accurate translations into English.

3. The National Focal Point shall bear the responsibility for the accuracy of the translation that it provides and the possible consequences that might arise from any inaccurate translations.

4. The NMFA shall ensure that the National Focal Point is informed about communication between the NMFA and the Programme Operator that is relevant for the responsibilities of the National Focal Point under this programme agreement.

## Article 2.11

## Contact information

1. The contact information of the National Focal Point and the Programme Operator is as specified in the programme proposal.
2. The contact information for the NMFA and the Financial Mechanism Office are:  
Financial Mechanism Office  
Att: Director  
EFTA Secretariat  
Rue Joseph II, 12-16  
1000 Brussels  
Telephone: +32 (0)2 286 1701  
Telefax (general): +32 (0)2 211 1889  
E-mail: fmo@efta.int
3. Changes of or corrections to the contact information referred to in this article shall be given in writing without undue delay by the Parties to this programme agreement.

## Article 2.12

## Representations and Warranties

1. This programme agreement and the awarding of the programme grant is based on information provided by, through, or on behalf of the National Focal Point to the NMFA in the programme proposal or other communication prior to the signing of this programme agreement.
2. The National Focal Point represents and warrants that the information provided by, through, or on behalf of the National Focal Point in the programme proposal, in connection with the programme proposal, the implementation or conclusion of this programme agreement are authentic, accurate and complete.

## Chapter 3 Projects

### Article 3.1

#### Selection of projects

1. The National Focal Point shall ensure that the Programme Operator selects projects in accordance with Chapter 6 of the Regulation and the operational rules.
2. Eligibility of applicants is stipulated in Article 6. 2 of the Regulation and, in accordance with paragraph 3 thereof, subject only to the limitations stipulated in the operational rules.
3. Pre-defined projects shall be outlined in the operational rules.
4. The National Focal Point shall take proactive steps to ensure that the Programme Operator complies fully with Article 6.6 of the Regulation.

### Article 3.2

#### Project contract

1. For each approved project a project contract shall be concluded between the Programme Operator and the Project Promoter.
2. . In cases where a project contract cannot, due to provisions in the national legislation, be made between the Programme Operator and the Project Promoter, the Beneficiary State may instead issue a legislative or administrative act of similar effect and content.
3. The content and form of the project contract shall comply with Article 6.7 of the Regulation.
4. The National Focal Point shall ensure that the obligations of the Project Promoter under the project contract are valid and enforceable under the applicable law of the Beneficiary State.

### Article 3.3

#### Project partners and partnership agreements

1. A project may be implemented in a partnership between the Project Promoter and project partners as defined in paragraph 1(w) of Article 1.5 of the Regulation. If a project is implemented in such a partnership, the Project Promoter shall sign a partnership agreement with the project partners with the content and in the form stipulated in Article 6.8 of the Regulation.
2. The partnership agreement shall be in English if one of the parties to the agreement is an entity from Norway.
3. The eligibility of expenditures incurred by a project partner is subject to the same limitations as would apply if the expenditures were incurred by the Project Promoter.

4. The creation and implementation of the relationship between the Project Promoter and the project partner shall comply with the applicable national and European Union law on public procurement as well as Article 7.16 of the Regulation.

5. The National Focal Point shall ensure that the Programme Operator verifies that the partnership agreement complies with this article before the signing of the project contract.

### Article 3.4

#### Reallocation of funds

1. Reallocation of unused or cancelled financial contributions to projects shall be made in compliance with Article 6.9 of the Regulation.
2. Project grants not reallocated shall be reimbursed to the NMFA in accordance with Article 6.9 of the Regulation.

## Chapter 4 Finance

### Article 4.1

#### Eligible expenditures

1. Subject to Article 7.6 of the Regulation, eligible expenditures of this Programme are:
  - a. management costs of the Programme Operator in accordance with the detailed budget in the financial plan;
  - b. payments to projects within this Programme in accordance with the Regulation, this programme agreement and the project contract;
  - c. expenditure of funds for bilateral relations in accordance with Article 7.7 of the Regulation;
2. Expenditure related to the categories referred to in subparagraphs (d), (e) and (f) of Article 7.1 of the Regulation are eligible in accordance with Chapter 7 thereof if such expenditures are explicitly approved by the NMFA in the programme decision. The implementation of the activities under these categories shall be in compliance with the operational rules.
3. Eligible expenditures of projects are those actually incurred by the Project Promoter or project partners, meet the criteria set in Article 7.2 of the Regulation and fall within the categories and fulfil the conditions of direct eligible expenditure set in Article 7.3 of the Regulation as well as indirect costs in accordance with Article 7.4 of the Regulation.

4. The first date of eligibility of expenditures in projects shall be set in the project contract in accordance with Article 7.14 of the Regulation. The first date of eligibility of any pre-defined projects shall be no earlier than the date on which the National Focal Point notifies the NMFA of a positive appraisal of the pre-defined projects by the Programme Operator in accordance with paragraph 3 of Article 5.5 of the Regulation.

5. The maximum eligible costs of the categories referred to in paragraphs 1 and 2 are set in the programme decision. Programme specific rules on the eligibility of expenditure set in the programme decision or in the operational rules shall be complied with.

#### Article 4.2 Proof of expenditure

Costs incurred by Programme Operators, Project Promoters and project partners shall be supported by documentary evidence as required in Article 7.13 of the Regulation.

#### Article 4.3 Payments

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

2. Payments to the Programme shall take the form of an advance payment, interim payments and payment of the final balance and shall be made in accordance with Articles 8.2, 8.3 and 8.4 of the Regulation.

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

4. The National Focal Point shall ensure that payments are transferred in accordance with paragraph 2 of Article 8.1 of the Regulation.

5. Chapter 8 of the Regulation shall apply to all aspects related to payments, including currency exchange rules and handling of interests on bank accounts.

#### Article 4.4 Transparency and availability of documents

The National Focal Point shall ensure an audit trail for financial contributions from the Norwegian Financial Mechanism 2009-2014 to the Programme in accordance with Article 8.8 of the Regulation.

#### Article 4.5 Irregularities, suspension and reimbursements

The NMFA has the right to make use of the remedies provided in the Regulation, in particular Chapter 12 thereof. The National Focal Point has a duty to take all necessary measures to ensure that the provisions in Chapter 11 and 12 of the Regulation regarding irregularities, suspension of payments, financial corrections and reimbursement are complied with.

### Chapter 5 Final provisions

#### Article 5.1 Dispute settlement

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

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

#### Article 5.2 Termination

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

a. a general suspension decision according to Article 12.6 of the Regulation or a decision to suspend payments according to paragraph 1(h) of Article 12.1 of the Regulation has not been lifted within 6 months of such a decision;

b. a suspension of payments according to Article 12.1 of the Regulation, other than under paragraph 1(h), has not been lifted within one year of such a decision;

c. a request for reimbursement according to Article 12.2 of the Regulation has not been complied with within one year from such a decision;

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

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

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

3. Termination does not affect the right of the Parties to make use of the dispute settlement mechanism referred to in Article 5.1 or the right of the NMFA to make use of the remedies provided in Chapter 12 of the Regulation.

Article 5.3  
Waiver of responsibility

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

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

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

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

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

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

Article 5.4  
Entry into force and duration

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

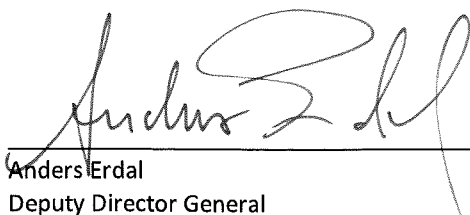
2. This programme agreement shall remain in force until five years have elapsed after the date of the acceptance of the final programme report.

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

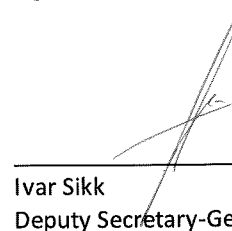
For the NMFA

Signed in Oslo on 11.2.2013

  
\_\_\_\_\_  
Anders Erdal  
Deputy Director General

For the National Focal Point

Signed in Tallinn on 25.02.2013

  
\_\_\_\_\_  
Ivar Sikk  
Deputy Secretary-General of the Ministry of Finance

## Annex I - Programme Decision

### 1. Expected Outcomes & Indicators for Outputs

**Expected Outcome(s):** Gender-based violence reduced

#### Output

Estonian Women's Shelters Union is creating more effective services for victims of gender-based and domestic violence and raising the skills and knowledge of specialists working with victims of violence

Output indicator(s)	Baseline	Target	Source of Verification
Number of victims of domestic violence benefiting from support services.	630	800	Statistics gained through data collection system operated by EWSU
Number of specialists who successfully complete GBV training.	0	150	Reported training held (participants' lists) and project reporting

#### Output

Awareness-raising activities for general public implemented.

Output indicator(s)	Baseline	Target	Source of Verification
Number of awareness raising activities (campaigns, trainings) conducted.	0	5	Project reporting Participant lists of different awareness raising activities

#### Output

Improved knowledge and data on sexual and gender based violence, including trafficking

Output indicator(s)	Baseline	Target	Source of Verification
Number of studies/analysis and research conducted to increase knowledge base on sexual and gender based violence, including trafficking	0	4	Study reports / analysis reports

#### Output

Strengthened capacities of NGOs to tackle GBV

Output indicator(s)	Baseline	Target	Source of Verification
Number of NGOs who implement preventive activities for young people and measures to work with perpetrators of violence	0	5	NGOs progress reports.

**Expected Outcome(s):** Victims of trafficking supported

#### Output

Anti-trafficking hotline operated by the NGO Living for Tomorrow supported to provide better services

Output indicator(s)	Baseline	Target	Source of Verification
Number of people at risk of becoming victims of labour trafficking (people interested in working, marrying, studying abroad) using the anti-trafficking hotline services.	600	700	Hotline statistics review. Hotline call records.
Number of victims of human trafficking identified, thus receiving proper support	15	25	Hotline statistics review. Hotline call records.



**Output**

New services for victims of sexual exploitation, provided by NGO Eluliin.

<b>Output indicator(s)</b>	<b>Baseline</b>	<b>Target</b>	<b>Source of Verification</b>
Number of victims of sexual exploitation receiving new services	0	50	Project reporting

**Output**

Awareness-raising activities for general public implemented.

<b>Output indicator(s)</b>	<b>Baseline</b>	<b>Target</b>	<b>Source of Verification</b>
Number of awareness raising activities (campaigns, trainings) conducted.	1	5	Participant lists of different awareness raising activities Project reporting

**Output**

Strengthened capacities of NGOs to tackle human trafficking

<b>Output indicator(s)</b>	<b>Baseline</b>	<b>Target</b>	<b>Source of Verification</b>
Number of NGOs who implement preventive activities for young people and measures to reduce the demand for sexual exploitation	0	5	NGOs progress reports

**Output**

Research in place on trafficking in human beings.

<b>Output indicator(s)</b>	<b>Baseline</b>	<b>Target</b>	<b>Source of Verification</b>
Number of studies conducted.	0	4	Project reporting

**2. Conditions****2.1 General**

## 2.1 General

- 1) The National Focal Point shall ensure that any public support under this Programme complies with the procedural and substantive State Aid rules applicable at the time when the public support is granted. The Focal Point shall, by way of the Programme Implementation Agreement, ensure that the Programme Operator maintains written records of all assessments concerning compliance with State Aid rules, particularly decisions to award grants and set grant rates, and provides such records to the NMFA upon request. The approval of the Programme by the NMFA does not imply a positive assessment of such compliance.
- 2) Bilateral, outcome and output indicators shall be reported on in the annual report.
- 3) A plan for the use of the fund for bilateral relations and the fund set-up shall be submitted to the NMFA for approval no later than 1 February 2013.
- 4) The National Focal Point shall ensure that the Programme Operator, by way of the Annual Programme Report and the Final Programme Report, reports on the Programme's relevance to the Protocol to Prevent, Suppress and Punish Trafficking in persons, supplementing the UN Convention against Transnational Organized Crime, the Council of Europe Convention on Action against Trafficking in Human Beings, the UN Conventions on Elimination of all forms of Discrimination against women and the Council of Europe Convention on preventing and combating violence against women and domestic violence. Furthermore, the National Focal Point shall report on this Programme's relevance to the aforementioned conventions by way of the Strategic Report.

**2.2 Pre-eligibility**

Not applicable.

**2.3 Pre-payment**

Not applicable.

**2.4 Pre-completion**

Not applicable.

**2.5 Post-completion**

Not applicable.

**2.6 Other**

Not applicable.

**3. Eligibility of costs****3.1 Eligibility of costs - period**

Eligibility of costs (excluding prog prep costs): 15/11/2012-30/04/2017

Eligibility of programme proposal preparation costs: 09/06/2011-14/11/2012

**3.2 Grant rate and co-financing**

Programme estimated total cost (€)	€2,352,941
Programme estimated eligible cost (€)	€2,352,941
Programme grant rate (%)	85.0000%
Maximum amount of Programme grant (€)	€2,000,000

**3.3 Maximum eligible costs (€) and Advance payment amount (€)**

Budget heading	Eligible expenditure	Advance payment*
Programme management	€234,000	€58,650
Gender-based violence reduced	€1,272,510	€235,000
Victims of trafficking supported	€770,359	€156,000
Fund for bilateral relations	€50,000	€12,500
Complementary action	€19,352	€0
Preparation of programme proposal	€6,720	€6,720
Reserve for exchange rate losses	€0	€0
Total	€2,352,941	€468,870

\* The advance payment is composed of €398,540 in grant amount and €70,330 in co-financing.

**3.4 Retention of management costs**

Retention of management costs - percentage of the management costs	10.00%
Retention of management costs - planned Euro value	€19,890

### 3.5 Small Grant Scheme

Outcome	Gender-based violence reduced
Total Amount Reserved	€104,000
Grant Amount at Project Level	€5,000 – 40,000
Duration of the Project	0 – 24 months
Maximum Grant Rate at Project Level	90.00%
Outcome	Victims of trafficking supported
Total Amount Reserved	€104,000
Grant Amount at Project Level	€5,000 – 40,000
Duration of the Project	0 – 24 months
Maximum Grant Rate at Project Level	90.00%

## Annex II - Operational Rules

### 1. Eligibility

#### 1.1 Eligible measures (sub-measures if any):

The Programme Operator is the Estonian Ministry of Social Affairs. The Norwegian Directorate of Health is the Donor Programme Partner.

The programme shall support measures to develop services for victims of domestic violence, strengthening co-operation between different institutions and raising awareness among victims and specialists working in the field, to support victims of trafficking and sexual exploitation through improving the services provided to them and to prevent labour trafficking.

Wherever possible, the Programme Operator shall seek to achieve synergies with other Programmes under the EEA and Norwegian Financial Mechanisms 2009-2014, in particular but not limited to, the Estonian NGO programme.

#### 1.2 Eligible applicants:

The rules on eligibility of applicants are set in Article 6.2 of the Regulation. By way of derogation from this Article, the following specifications apply:

Eligible applicants under the call for proposals "Awareness-raising activities for general public implemented (gender based violence); Analysis on the need of special services for victims of sexual violence conducted" do not include Religious Organisations.

Eligible applicants under the call for proposals "Awareness-raising activities for general public (victims of trafficking)" do not include Religious Organisations.

Eligible applicants under the Small Grant Scheme are only Non-Governmental Organisations (NGOs), defined in accordance with Article 1.5.1 (m) of the Regulation.

#### 1.3 Special rules on eligibility of costs:

Costs are eligible in accordance with Chapter 7 of the Regulation.

In-kind contributions made in accordance with Article 5.4.5 of the Regulation may be made for projects implemented by NGOs, as defined in Article 1.5.1(m) of the Regulation. Such contributions shall not amount to more than 50% of the co-financing provided by Project Promoters and will be calculated according to the median average labour expenses (per hour or per month) in the particular region and category of labour, including all required social security contributions, on the basis of the salary survey carried out by Fontes PMP OÜ, or another equally reliable survey where necessary.

### 2. Financial parameters

#### 2.1 Minimum and maximum grant amount per project:

The minimum and maximum amount of grant assistance applied for is as follows:

- Under the call for proposals "Awareness-raising activities for general public implemented (gender based violence); Analysis on the need of special services for victims of sexual violence conducted" the minimum amount of grant assistance applied for is € 170,000 and the maximum amount is € 260,000.

- Under the call for proposals "Awareness-raising activities for general public (victims of trafficking)" the minimum amount of grant assistance applied for is € 170,000 and the maximum amount is € 240,000.

#### 2.2 Project grant rate:

In case of project promoters that fall within the definition of NGOs contained in Article 1.5.1(m) of the Regulation, the maximum grant rate is 90% of total eligible project costs. For all other project promoters, grants from the programme will not exceed 85% of total eligible project costs. The remaining costs of the project shall be provided or obtained by the Project Promoter.

### 3. Selection of projects

#### 3.1 Selection procedures:

The selection procedures shall be in accordance with Article 6.5 of the Regulation. The independent and impartial experts referred to in Article 6.5.2 shall be independent of the Programme Operator, the Selection Committee and the project applicants.

#### 3.2 Open calls and availability of funds:

There shall be two calls for proposals, to implement the following measures based on the programme outputs:

- A call for proposals "Awareness-raising activities for general public implemented (gender based violence); Analysis on the need of special services for victims of sexual violence conducted" which shall make available € 260,000.
- A call for proposals "Awareness-raising activities for general public (victims of trafficking)" which shall make available € 240,000.

Both calls shall be launched no later than in the first quarter of 2013. The calls shall be open for at least 2 months.

### 3.3 Selection criteria:

The following selection criteria will be taken into account:

- Relevance in relation to the objectives and prioritised areas of the Programme;
- Coherence with the national legislation and national or regional strategies;
- Compliance to the objectives and scope described in the call for proposals;
- Capability of technically reasonable performance of the activities (including quality of implementation capacity of the applicants);
- Relevance, transparency and realistic size of the project budget;
- Qualification of the applicant team (competence, incl. theoretical and practical experience is taken into consideration);
- The potential impact through the development, dissemination and use of project results;
- The potential of added value and sustainability of project.

The final selection criteria will be included in the text of the call for proposals.

## 4. Payment flows, verification of payment claims, monitoring and reporting

### 4.1 Payment flows

Payments will take the form of advance payments, interim pre-financing or reimbursement of incurred costs and payment of the final balance. Payment flows to final beneficiaries will differ depending on whether the project is a pre-defined project or selected through a call for proposals or small grant scheme.

Project Promoters of projects selected through a call for proposals, projects supported under the small grant scheme with a duration greater than one year and the pre-defined projects have the possibility to request an advance payment not exceeding 25% of the total grant amount, depending on liquidity needs. Project Promoters implementing projects within the small grant scheme with a duration of up to one year have the possibility to request an advance payment not exceeding 80% of the total grant amount. Advance payments are disbursed within 15 working days after the Project Contract is signed, and the advance payment is off-set against subsequent approved interim financial reports.

The deadlines for submitting and assessing interim reports will be set out in the Project Contract. Project Promoters will report to the Programme Operator on incurred expenditures, actual progress and pre-payment forecasts through the interim financial reports. For projects supported by the small grant scheme with a duration not exceeding 1 year, the Project Promoters will only report on incurred costs and actual progress on the project activities.

The Programme Operator may withhold up to 10% of the total grant amount for the payment of the final balance for open call projects and pre-defined projects. For Small Grant Scheme projects, the Small Grant Scheme Operator may withhold up to 20% of the total grant amount. The payment of the final balance will be disbursed within 15 working days after the approval of the final report.

### 4.2 Verification of payment claims

The Foreign Financing Unit of the Department of Finance and Property Management of the Estonian Ministry of Social Affairs will conduct the verification and approval of project interim financial reports and the final reports. The Programme Operator will delegate the selection, verification and monitoring of projects under the small grant scheme to a small grant scheme Operator to be selected in accordance with public procurement rules.

In order to ensure equal treatment of all Project Promoters, the verification system for small grant scheme projects and other projects will be harmonized. Project Promoters compile and submit interim financial reports within 20 working days of the end of the previous reporting period. If needed, the relevant entity will request additional information from Project Promoters to be provided within 10 working days. Interim financial reports will be reviewed by the relevant entity on the basis of a random sample of at least 35% of incurred costs. All expenditures over € 6,500 and public procurements over € 40,000 shall be checked. The relevant entity will finalise the verification process within 10 working days of receiving all necessary supporting documents needed to approve the interim financial report. If a pre-payment is requested, this should be disbursed within 15 working days of the approval of the interim financial report.

In case of verification of expenditure incurred by a donor project partner, a report by an independent and certified auditor,

certifying that the claimed costs are incurred in accordance with the Regulation, the national law and accounting practices of the donor project partner's country, shall be seen as sufficient proof of costs incurred.

The verification procedures for payment claims will be further outlined in the description of the Programme management and control systems according to article 4.8.2 of the Regulation.

#### 4.3 Monitoring and reporting

The Foreign Financing Unit of the Department of Finance and Property Management of the Estonian Ministry of Social Affairs together with the Gender Equality Department of the Estonian Ministry of Social Affairs will monitor all projects with the exception of the projects under the Small Grant Scheme, which shall be monitored by the small grant scheme Operator.

In addition to monitoring following the approval of the interim financial report and the final report, the relevant entity will carry out on-the-spot checks based on the annual monitoring plan. On-the-spot checks will be conducted every year on a sample of projects selected on the basis of risk analysis, or by random sample.

The aim of the on-the-spot checks is to make sure that the project is implemented in accordance with the requirements of the Regulation and the project contracts, to verify procurement procedures and the cost efficiency of incurred expenditures. A sample of at least 15% of the payments made during the monitoring period will be checked.

On-the-spot checks on an ad-hoc basis will also be carried out when suspicions arise that the information provided by the Project Promoter is incorrect or misleading. On-the-spot checks on ad-hoc basis can also be organised for other reasons. Information about the date of the on-the-spot check on ad-hoc basis should normally not be provided to the Project Promoter in advance.

Irregularities will be handled in accordance with Chapter 11 of the Regulation.

Information on Reporting and Monitoring shall be further outlined in the description of the Programme's Management and Control System according to Article 4.8.2 of the Regulation.

## 5. Additional mechanisms within the programme

### 5.1 Funds for bilateral relations

The details of the use of the bilateral fund, the detailed procedures and criteria for awarding support from the fund, and any other relevant details will be developed by the PO in cooperation with the DPP and will be subject to the approval of the Cooperation Committee.

The following activities will be supported under the fund for bilateral relations:

- a) search for project partners from the Donors State(s) prior to or during the preparation of a project application and the development of such partnerships. Approximately one third of the bilateral fund will be allocated to this measure (€ 15,000).
- b) networking, exchange, sharing and transfer of knowledge, technology, experience and best practices between Project Promoters and entities in the Donor State(s). Approximately two thirds of the bilateral fund will be allocated to this measure (€ 35,000).

Costs under the bilateral fund are eligible in accordance with Article 7.7 of the Regulation.

### 5.2 Complementary action

Complementary action under this Programme shall be further defined by the Programme Operator in accordance with Article 7.11 of the Regulation. Funds shall be set aside to facilitate the participation of all relevant stakeholders in events, seminars and activities agreed with the NMFA.

### 5.3 Reserve for exchange rate losses

Not applicable.

### 5.4 Small Grant Schemes

A small grant scheme shall be established under the Programme to support awareness-raising and tackle gender based violence and trafficking in human beings. The total grant amount available for the small grant scheme is € 208,000.

Eligible applicants: NGOs, as defined in Article 1.5.1.m of the Regulation.

One call for proposals will be launched under the small grant scheme, no later than during the third quarter of 2013. The minimum

amount of grant assistance applied for is €5,000; the maximum amount is € 40,000.

The grants will not exceed 90% of total eligible project costs. The remaining costs of the project shall be provided or obtained by the Project Promoter.

The operation of the small grant scheme will be subcontracted, following public procurement regulations. The contract value for the operator of the small grant scheme is € 40,000. The operator will provide guarantees of its solvency and competence in the domain concerned as well as administrative and financial management, and must have strong ties to the NGO sector.

The selection procedures under the small grant scheme shall be in accordance with Article 6.5 of the Regulation.

## 6. Pre-defined projects

There will be three Pre-defined projects implemented under the Programme.

Pre-defined project No. 1: Developing services for victims of domestic violence, strengthening co-operation between different institutions and raising awareness among victims and the general public.

Project promoter: Estonian Women's Shelters Union

Estimated total project costs: € 1,009,455

Total grant amount: € 908,510

Project grant rate: 90%

Expected project outcomes:

- Increased knowledge and awareness on domestic and gender-based violence;
- Improved services and systematic activities for victims of domestic and gender-based violence;
- Improved cooperation between key professionals involved in domestic and gender-based violence prevention and/or services.

Pre-defined project No. 2: Supporting victims of trafficking for sexual exploitation through improving the services provided by the rehabilitation centre Atoll and shelter Vega

Project promoter: NGO Eluliin

Estimated total project costs: € 278,198

Total grant amount: € 250,378

Project grant rate: 90%

Expected project outcomes:

- More diverse and effective rehabilitation services for victims of trafficking and women at risk of being trafficked created;
- Increased competence of professionals working with human trafficking and service providers for victims of sexual exploitation;
- New inputs for positive changes in national legislation regarding trafficking and sexual exploitation introduced.

Pre-defined project No. 3: Human trafficking prevention and victim support through anti-trafficking hotline services.

Project promoter: NGO Living for Tomorrow

Estimated total project costs: € 195,535

Total grant amount: € 175,982

Project grant rate: 90%

Expected project outcomes:

- Safer environment for everyone in the society established;
- Knowledge-based decisions regarding new anti-trafficking policies and strategies made;
- Improved and systemised anti-trafficking activities established / maintained.

The pre-defined projects will be appraised in accordance with Article 5.5.3 of the Regulation

## 7. Modification of the programme

Any modifications of the programme will follow the rules set forth in the Regulation and in Article 2.9 of the programme agreement.

## 8. Programme proposal version

Any reference to the programme proposal in this programme agreement shall be interpreted as version signed by the PO on 19 March 2012, and shall include all subsequent correspondence and communication between the Donors, the Financial Mechanism Office, the National Focal Point and the Programme Operator.

## 9. Miscellaneous

Not applicable.