

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 "Public Health Initiatives "

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.

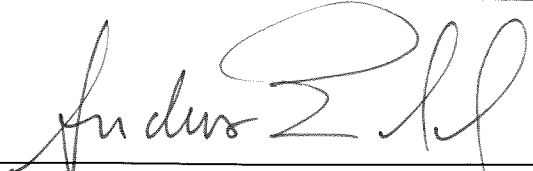
2. This programme agreement shall remain in force until five years have elapsed after the date of the acceptance of the final programme report.

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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

  
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Anders Erdal  
Deputy Director General

For the National Focal Point

Signed in Tallinn on 25.02.2013

  
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Ivar Sikk  
Deputy Secretary-General of the Ministry of Finance

## Annex I - Programme Decision

### 1. Expected Outcomes & Indicators for Outputs

**Expected Outcome(s):** Improved mental health services

#### Output

The infrastructure for Tallinn Children's Mental Health Centre is built and taken into use

Output indicator(s)	Baseline	Target	Source of Verification
Certificate of occupancy issued by Tallinn city government	0	1	National Register of construction works (www.ehr.ee)

#### Output

The rehabilitation services for children with severe mental health problems are developed and provided in community residential setting

Output indicator(s)	Baseline	Target	Source of Verification
The number of children with severe mental health problems who have received rehabilitation services in community residential setting	0	75	Project Report

#### Output

The plan for integrated services to improve children's mental health

Output indicator(s)	Baseline	Target	Source of Verification
The plan for integrated services to improve children's mental health is developed and made public on the MoSAs website	0	1	Project reporting, the website of the Ministry of Social Affairs (www.sm.ee)

**Expected Outcome(s):** Improved access to and quality of health services including reproductive and preventive child health care

#### Output

Service network for provision of integrated social, education and health services for children with mental health problems created

Output indicator(s)	Baseline	Target	Source of Verification
Organisational structures for provision of integrated services is created	0	4	Project reporting of pre-defined project 1 and projects of OC 1
Integrated services are provided	0	4	Project reporting + Estonian Health Insurance Fund

#### Output

Web-based information sources and counselling services are provided on mental and reproductive health

Output indicator(s)	Baseline	Target	Source of Verification
Web-based information sources available	0	1	Direct online verification (the address of the website(s) will be known after contracting the project promoter)
Number of children and youth benefitting from counselling, disaggregated by gender - boys	0	2000	Project reporting
Number of children and youth benefitting from counselling, disaggregated by gender - women	0	3000	Project reporting



**Expected Outcome(s):** Life-style related diseases prevented or reduced

### Output

Social marketing campaigns on healthy lifestyles (especially regarding alcohol and tobacco)

Output indicator(s)	Baseline	Target	Source of Verification
Social marketing campaigns on healthy lifestyles have been provided	0	2	Campaign evaluation reports

### Output

Substance-abuse guidelines for local governments developed and disseminated

Output indicator(s)	Baseline	Target	Source of Verification
Guidelines are developed	0	1	guidelines available online or in printed form for public
Guidelines are disseminated to all local governments in Estonia (100%)	0	100	Distribution list of contact persons in local governments

### Output

Training on health in all policies in non-health sectors

Output indicator(s)	Baseline	Target	Source of Verification
Training sessions on health in all policies in non-health sectors have been provided	0	22	Project reporting (participants' lists, training materials)
Number of people from non-health sectors trained on health-in-all-policies, disaggregated by gender - men	0	150	Project reporting
Number of people from non-health sectors trained on health-in-all-policies, disaggregated by gender - women	0	290	Project reporting

**Expected Outcome(s):** Improved prevention and treatment of communicable diseases (including HIV/AIDS and TB)

### Output

Communicable disease surveillance in detention institutions increased

Output indicator(s)	Baseline	Target	Source of Verification
Annual number of inmates tested for Hepatitis C	300	400	Project reporting
Annual number of inmates tested for HIV	0	3000	Project reporting

### Output

Training materials and training on infectious disease prevention in detention institutions is developed and provided to contact persons of inmates

Output indicator(s)	Baseline	Target	Source of Verification
Training materials on infectious disease prevention in detention institutions have been developed	0	1	Project reporting
Number of contact persons trained on infectious disease prevention in detention institutions	0	180	Project reporting

## Output

Increased coverage with Hepatitis C treatment in detention facilities

Output indicator(s)	Baseline	Target	Source of Verification
Treatment of Hepatitis C annually provided in detention institutions	0	10	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 FMC upon request. The approval of the Programme by the FMC does not imply a positive assessment of such compliance.
- 2) Bilateral indicators and outcome indicators shall be reported on in the annual programme report.
- 3) The pre-defined project "Developing a concept for integrated services to improve children's mental health", should be audited by an independent and certified auditor, certifying that the claimed costs are incurred in accordance with the Regulation, the national law and accounting practices once the project is completed.
- 4) The National Focal Point shall ensure that the Programme Operator ensures that Project Promoters who have, in line with this Agreement, received an exception from the general rule in Article 7.3.1(c) of the Regulation with respect to any equipment (the excepted equipment):

- Keep the excepted equipment in their ownership for a period of at least 5 years following the completion of the project and continue to use that equipment for the benefit of the overall objectives of the project for the same period;

- Keep the excepted equipment 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 the excepted equipment 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; provided however that the Programme Operator may release any Project Promoter from the above obligations with respect to any specifically identified excepted equipment where the Programme 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. The National Focal Point shall furthermore ensure that the Programme Operator keeps a list of the excepted equipment for each project.

- 5) The national Focal Point shall ensure that the Programme Operator ensures that Project Promoters:

- Keep any buildings purchased, constructed, renovated or reconstructed under the project in their ownership for a period of at least 5 years following the completion of the project and continue to use such buildings for the benefit of the overall objectives of the project for the same period;

- Keep any buildings purchased, constructed, renovated or reconstructed under the project properly insured against losses such as fire, theft and other normally insurable incidents both during project implementation and for at least 5 years following the completion of the project; and

- Set aside appropriate resources for the maintenance of any buildings purchased, constructed, renovated or reconstructed under the project for at least 5 years following the completion of the project. The specific means for implementation of this obligation shall be specified in the project contract.

- 6) The National Focal Point shall ensure that the Programme Operator ensures that any residual or extracted material from project activities is reused, recycled, treated and / or deposited in an environmentally sound manner.

### 2.2 Pre-eligibility

- 1) Expenditures under the pre-defined project "Establishing Children's Mental Health Centre (part of Tallinn Children's Hospital)" shall only be eligible once the NMFA has received a detailed description of the budget set aside for construction activities and confirmed the maximum grant to the project.

**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): 13/11/2012-30/04/2017

Eligibility of programme proposal preparation costs: 11/06/2011-12/11/2012

**3.2 Grant rate and co-financing**

Programme estimated total cost (€)	€10,484,706
Programme estimated eligible cost (€)	€10,484,706
Programme grant rate (%)	85.0000%
Maximum amount of Programme grant (€)	€8,912,000

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

Budget heading	Eligible expenditure	Advance payment*
Programme management	€634,558	€163,377
Improved mental health services	€6,093,000	€1,110,000
Improved access to and quality of health services including reproductive and preventive child health care	€1,870,000	€103,500
Life-style related diseases prevented or reduced	€870,000	€0
Improved prevention and treatment of communicable diseases (including HIV/AIDS and TB)	€800,000	€140,000
Fund for bilateral relations	€200,000	€61,500
Complementary action	€15,000	€0
Preparation of programme proposal	€2,148	€2,148
Reserve for exchange rate losses	€0	€0
Total	€10,484,706	€1,580,525

\* The advance payment is composed of €1,343,446 in grant amount and €237,079 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	€53,937

**3.5 Small Grant Scheme**

Not applicable

## Annex II - Operational Rules

### 1. Eligibility

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

The Programme Operator is the Ministry of Social Affairs of Estonia.

The main objective of the Programme is to improve population health in Estonia and reduce health inequalities. Main areas of action are improvement of mental health services; improvement of access to and quality of health services, including reproductive and preventive child health care; increased prevention and reduction of lifestyle-related diseases, and improvement of prevention and treatment of communicable diseases (including HIV/AIDS and TB).

The Programme shall be implemented by way of four pre-defined projects and the following three calls for proposals:

- Call for proposals 1: "Service network for the provision of integrated social education and health services for children with mental problems".
- Call for proposals 2: "Web-based information sources and counselling services on mental and reproductive health"
- Call for proposals 3, sub-component (a): "Social marketing campaigns on health lifestyles".
- Call for proposals 3, sub-component (b): "Training on health in all policies in non-health sectors".

#### 1.2 Eligible applicants:

The rules on eligibility of applicants are set in Article 6.2 of the Regulation. By way of derogation from the general rules on eligibility of applicants, the eligible applicants for the projects under the calls for proposals are as follows:

- Under call for proposals 1, applicants are only entities qualified as health care providers, as defined in the Health Care Act of the Republic of Estonia.
- Under call for proposals 2 and 3, applicants must be non-profit legal entities or research and development institutions. Political parties and religious institutions are not considered eligible applicants.

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

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

By way of exception from Article 7.3.1(c) of the Regulation, the entire purchase price of new equipment will be eligible if the equipment is an integral and necessary component for the implementation or development of a technology that is essential for achieving the outcome of a project that is selected within the open call for proposals.

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.

In accordance with Article 7.4.1(b) of the Regulation, indirect eligible costs may be claimed by Programme Operator Implementing Agency, Project Promoters and project partners, by the application of a flat rate of up to 20% of total eligible direct costs. When setting the precise level of this flat rate, the methodology proposed by the Programme Operator shall be used.

### 2. Financial parameters

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

- Under call for proposals 1, the minimum amount of grant assistance applied for is €170,000 and the maximum amount is €425,000.
- Under call for proposals 2, the minimum amount of grant assistance applied for is €170,000 and the maximum amount is €250,000.
- Under call for proposals 3, sub-component (a) the minimum amount of grant assistance applied for is €170,000 and the maximum amount is €330,000. Under call for proposals 3, sub-component (b) the minimum amount of grant assistance applied for is €170,000 and the maximum amount is €200,000.

The level of grant assistance applied for the pre-defined projects is referred to in Section 6, below.

#### 2.2 Project grant rate:

In the case of all projects selected under the calls for proposals, the grant rate will not exceed 85% of total eligible project costs. All applicable National and EU rules on State Aid shall be complied with in setting the grant rate. 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.

### 3.2 Open calls and availability of funds:

There shall be at least three calls for proposals.

Call for proposals 1 shall be launched no later than in the third quarter of 2013 and make available €1,275,000.

Call for proposals 2 shall be launched no later than in the fourth quarter of 2013 and make available €595,000.

Call for proposals 3 shall be launched no later than in the first quarter of 2014 and make available €870,000.

The calls shall be open at least for 2 months.

### 3.3 Selection criteria:

Detailed selection criteria for the calls for proposals and the small grants schemes will be adopted by the Selection Committee following consultation with the Cooperation Committee.

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

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

#### 4.1 Payment flows

Payment flows towards to final beneficiaries will take the form of advance payment, interim pre-financing and payment of the final balance.

Project Promoters have the possibility to request an advance payment not exceeding 25% of the total grant amount, depending on liquidity needs. 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 in the Project Contract. Project Promoters will report to the Programme Operator on incurred expenditures, actual progress and pre-payment forecast through the interim financial reports.

The Programme Operator may withhold up to 10% of the total grant amount for the payment of the final balance. 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 for all projects.

Project Promoters compile and submit interim financial reports within 20 working days of the end of the previous reporting period. If needed, the Programme Operator will request additional information from the Project Promoters to be provided within 10 working days. Interim financial reports will be reviewed by Programme Operator 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 verification process should be completed 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 after 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 pre-defined project "Developing a concept for integrated services to improve children's mental health", should be audited by an independent and certified auditor, certifying that the claimed costs are incurred in accordance with the Regulation, the national law and accounting practices once the project is completed. The approval of the final report and the reimbursement of the final balance are conditional on a written approval from the independent and certified auditor.

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 Public Health Department of the Estonian Ministry of Social Affairs will monitor all projects.

In addition to monitoring following the approval of the interim financial reporting and the final report, the Programme Operator 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 may 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 Programme Operator will set aside minimum 1.99 % of the total programme budget to a fund for bilateral relations. The fund's total amount is €200,000.

Approximately 30% of the fund for bilateral relations will be used for seminars for potential and existing Project Promoters and potential partners from the Donor States. The purpose is to search for project partners and develop partnership ideas and projects.

Approximately 70% of the fund for bilateral relations will be used for networking events, as well as the exchange of knowledge and experience between Project Promoters and entities in the Donor States.

Eligible applicants for support under the fund are:

- Project promoters of approved projects.
- Groups of applicants consisting of at least one Estonian and one Norwegian partner, describing a clear vision of an application to be submitted under a call for proposals under the current Programme.

The grant rate from the bilateral fund will be 85%, and the maximum grant amount will be €30,000. The Cooperation Committee shall, on an annual basis, set the deadlines for applications under the fund and at the same time, the criteria for receiving support from the fund. The Cooperation Committee shall decide on applications to be supported.

### 5.2 Complementary action

Complementary actions in line with the Regulation shall be organised by the Programme Operator, in line with the objectives of the Programme, in order to strengthen co-operation between the Programme Operator and similar entities within the Donor States and the Beneficiary States. These will include the exchange of experience and best practice related to the implementation of the Programme and will facilitate the participation of relevant stakeholders in events/seminars/activities agreed with the Donors.

### 5.3 Reserve for exchange rate losses

Not applicable.

### 5.4 Small grant scheme

Not applicable.

## 6. Pre-defined projects

There are four pre-defined projects under the Programme.

Predefined Project 1: "Establishing Children's Mental Health Centre (part of Tallinn Children's Hospital)".

The Project Promoter is the Tallinn Children's Hospital.

Maximum grant amount: €4,165,000.

Project grant rate: 85%

Estimated total project cost: €4,900,000.

This project shall contribute to Programme Outcome 1 "improved mental health".

The main objective of this project is to provide North-Estonia with a children's mental health centre and by coordinating, training and supervising the network of mental health centres, it will also improve mental health services in other regions of Estonia. The centre will serve as a pilot case of an integrated system and services to other sectors. The project will also improve the access to inpatient services. The pre-defined project focuses on the following activities:

1. Building the Children's Mental Health Centre's infrastructure.
2. Developing the concept of regional mental health centre, including exchanging knowledge and experience with relevant donor states' entities.
3. Developing a concept of child abuse diagnostics system for Estonia, forming and training an outreach team.
4. Training and preparing of the personal working in the centre.
5. Building up and coordinating the network with other sectors to promote mental health in these sectors and ensure early

detection of mental health problems.

6. Coordinating and developing the network of regional mental health centres.
7. Conducting a survey on the result and indicators of the Outcome1 indicators.

Pre-defined Project 2: "Developing and piloting the rehabilitation services for children with severe mental health problems".

The project promoter is the Estonian Social Insurance Board.

Maximum grant amount: €1,728,000.

Project grant rate: 100%

Estimated total project cost: €1,728,000.

This project shall contribute to Programme Outcome 1 "improved mental health".

The main objective of the project is to design innovative service(s) for children with mental health and behavioural problems, which will provide integrated social, educational and health services to support children and youth. The pre-defined project focuses on the following activities:

1. Needs analysis performed in cooperation with municipalities, national and external experts and specialists.
2. Conduct a survey to evaluate effectiveness and results of current system.
3. Study trip to Norway to get more knowledge and information about services for children with severe mental health and behavioural problems.
4. Development of a concept for new services and basic guidelines with the help of the experts from relevant fields from Estonia and Norway.
5. Tendering process for the new services will be carried out.
6. Contracting with service provider(s) in different regions of Estonia will be carried out.
7. Impact assessment conducted in the end.

Pre-defined Project 3: "Developing a concept for integrated services to improve children's mental health".

The Project Promoter is the Department of Children and Families, Ministry of Social Affairs.

Maximum grant amount: €200,000.

Project grant rate: 100%

Estimated total project cost: €200,000.

This project shall contribute to Programme Outcome 1 "improved mental health".

The objective of the project is to develop a concept paper to build up a system of children`s mental health services and interventions with reduced fragmentation in service provision and improved regional coverage with integrated health and social care services for children and families. The pre-defined project focuses on the following activities:

1. Mapping of the current service provision system, based on evidence based approaches and strong stakeholder involvement.
2. Development of a concept paper of children`s mental health services and interventions for reduced fragmentation in service provision and improved regional coverage with integrated health and social care services. The Paper shall also provide the recommendations on developing quality management and coordination system for integrated services both in vertical and horizontal levels in cooperation with the Children and Youth at Risk programme.

Pre-defined Project 4: "Reducing Communicable diseases in Estonian detention facilities"

The Project Promoter is the Ministry of Justice.

Maximum grant amount: €800,000.

Project grant rate: 100%

Estimated total project cost: €800,000.

This project shall contribute to Programme Outcome 4 "Improved prevention and treatment of communicable diseases (including HIV/AIDS and TB).

The objective of the project is to stop the spreading of communicable diseases in prisons and to reduce the spreading of communicable diseases among vulnerable groups. To this end, it is necessary to discover the infected persons in prisons as early as possible, to treat them timely and effectively. The other important component is prophylactic measures, where the knowledge of the prison officials on contagious diseases is of vital importance. The pre-defined project focuses on the following activities:

- 1) Increase communicable disease surveillance in detention institutions.
- 2) Develop training materials and training on infectious disease prevention in detention institutions and provide to contact persons of inmates.
- 3) Increased coverage of Hepatitis C treatment in detention facilities.

## 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 Programme Operator on 27 February 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.