

EEA Financial Mechanism 2009-2014

PROGRAMME AGREEMENT

between

The Financial Mechanism Committee  
established by Iceland, Liechtenstein and Norway

and

The Government Office of the Slovak Republic,  
hereinafter referred to as the "National Focal Point",  
representing Slovakia ,  
hereinafter referred to as the "Beneficiary State"

together hereinafter referred to as the "Parties"

for the financing of the Programme "EEA Scholarship Programme"

hereinafter referred to as the "Programme"

## Chapter 1 Scope, Legal Framework, and Definitions

### Article 1.1 Scope

This programme agreement between the Financial Mechanism Committee (hereinafter referred to as the FMC) and the National Focal Point lays down the rights and obligations of the Parties regarding the implementation of the Programme and the financial contribution from the EEA Financial Mechanism 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 EEA Financial Mechanism 2009-2014:

- a. Protocol 38b to the EEA Agreement on the EEA Financial Mechanism 2009-2014;
- b. the Regulation on the implementation of the EEA Financial Mechanism 2009-2014 (hereinafter referred to as the "Regulation") issued by the Donor States in accordance with Article 8(8) of Protocol 38b;
- c. the Memorandum of Understanding on the Implementation of the EEA Financial Mechanism 2009-2014 (hereinafter referred to as the "MoU"), entered into between the Donor States and the Beneficiary State; and
- d. any guidelines adopted by the FMC in accordance with the Regulation

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

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

### Article 1.3 Definitions

Terms used and institutions and documents referred to in this programme agreement shall be understood in accordance with the Regulation, in particular Article 1.5 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 EEA 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 FMC shall, subject to the rules stipulated in the legal framework referred to in Article 1.2 of this programme agreement, make available to the Beneficiary State a financial contribution (hereinafter referred to as "the programme grant") to be used exclusively to finance the eligible cost of the Programme.

## Article 2.3

### Objective and outcomes of the Programme

1. 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 Norwegian 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 FMC 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 FMC of such signing.

2. The signed programme implementation agreement shall be identical to the draft programme implementation agreement confirmed by the FMC 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 FMC 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 FMC.
2. Modifications that do not affect the objective, outcomes, outputs, indicators or targets of the Programme are permitted without FMC'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 FMC, the National Focal Point shall consult the FMC 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 FMC regarding this programme agreement shall take place in English and be directed to the Financial Mechanism Office (hereinafter referred to as the FMO), which represents the FMC towards the National Focal Point and the Programme Operator in relation to the implementation of the Programme.

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

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

## Article 2.12

## Representations and Warranties

1. This programme agreement and the awarding of the programme grant is based on information provided by, through, or on behalf of the National Focal Point to the FMC 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 the Donor States.
3. The eligibility of expenditures incurred by a project partner is subject to the same limitations as would apply if the expenditures were incurred by the Project Promoter.

4. The creation and implementation of the relationship between the Project Promoter and the project partner shall comply with the applicable national and European Union law on public procurement as well as Article 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 FMC 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 FMC 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 FMC 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 EEA Financial Mechanism 2009-2014 to the Programme in accordance with Article 8.8 of the Regulation.

#### Article 4.5 Irregularities, suspension and reimbursements

The FMC has the right to make use of the remedies provided in the Regulation, in particular Chapter 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 FMC is not complied with by the Beneficiary State, or a dispute related to a demand for reimbursement arises that cannot be solved in accordance with paragraph 1, the Parties may bring the dispute before Oslo Tingrett.

#### Article 5.2 Termination

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

a. a general suspension decision according to Article 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 FMC, been engaged in corruption, fraud or similar activities or has not taken the appropriate measures to detect or prevent such activities or, if they have occurred, nullify their effects.

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

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

Article 5.3  
Waiver of responsibility

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

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

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

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

For the FMC

Signed in \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
Anders Erdal  
Chairman

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

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

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

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.

For the National Focal Point

Signed in \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
Igor Federič  
Head of the Government Office

## Annex I - Programme Decision

### 1. Expected Outcomes & Indicators for Outputs

#### Expected Outcome(s):

Increased and strengthened institutional cooperation at all levels of the education sector (school education, higher education, vocational training/education and adult education) between Beneficiary and EEA EFTA States

#### Output

Mobility programme for institutional cooperation effectively implemented

Output indicator(s)	Baseline	Target	Source of Verification
Increased awareness among institutions	0	25	Interim and final reports of PO; attendance lists
Number of institutional cooperation project applications received by PO	0	25	Interim and final reports of PO; lists of received project applications
Number of promotional events where EEA/NRW Grants scholarship programme was presented	0	17	Interim and final reports of PO; attendance lists

#### Output

Joint projects identified and implemented by partner institutions

Output indicator(s)	Baseline	Target	Source of Verification
Number of bilateral partnership agreements	0	13	Interim and final reports of the project promoters; on-site monitoring
Number of projects	0	13	Interim and final reports of the PO; no of grant agreements between the PO and project promoters

**Expected Outcome(s):** Increased higher education student and staff mobility between Beneficiary and EEA EFTA States

#### Output

HE mobility programme promoted effectively among institutions and beneficiaries selected on a competitive basis

Output indicator(s)	Baseline	Target	Source of Verification
Increased awareness among HE institutions	0	11	Interim and final reports of PO; attendance lists
Number of mobility project applications received by PO	0	11	Interim and final reports of PO; list of received project applications
Number of promotional events where EEA/NRW Grants scholarship programme was presented	0	17	Interim and final reports of PO; attendance lists

#### Output

Agreements for HE student and staff mobility formalized / existing agreements enhanced

Output indicator(s)	Baseline	Target	Source of Verification
Number of mobile students as part of new or existing mobility agreements	0	36	Interim and final reports of the project promoters; individual mobility reports
Number of mobile staff (including teachers) as part of new or existing mobility agreements	0	13	Interim and final reports of the project promoters; individual mobility reports

### 2. Conditions



**2.1 General**

1. The Grant Offer is subject to any comments or observations made by the European Commission in relation to the screening process.
2. Bilateral, outcome and output indicators shall be reported on in the annual programme report. More qualitative bilateral indicators reflecting the increased country and education sector knowledge of the cooperating countries shall be developed.

**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): 07/10/2013-30/04/2017

Eligibility of programme proposal preparation costs: 31/01/2013-06/10/2013

**3.2 Grant rate and co-financing**

Programme estimated total cost (€)	€2,255,882
Programme estimated eligible cost (€)	€2,255,882
Programme grant rate (%)	85.0000%
Maximum amount of Programme grant (€)	€1,917,500

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

Budget heading	Eligible expenditure	Advance payment*
Programme management	€225,588	€55,668
Increased and strengthened institutional cooperation at all levels of the education sector (school education, higher education, vocational training/education and adult education) between Beneficiary and EEA EFTA States	€1,357,176	€0
Increased higher education student and staff mobility between Beneficiary and EEA EFTA States	€600,000	€0
Fund for bilateral relations	€33,839	€20,302
Complementary action	€28,000	€5,600
Preparation of programme proposal	€11,279	€11,279
Reserve for exchange rate losses	€0	€0
<b>Total</b>	<b>€2,255,882</b>	<b>€92,849</b>

\* The advance payment is composed of €78,922 in grant amount and €13,927 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	€19,175

**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 SAIA, n. o. (Slovak Academic Information Agency).

The Donor Programme Partners (DPPs) are the Icelandic Centre for Research (RANNIS), Iceland, the National Agency for International Education Affairs (AIBA), Liechtenstein, and the Norwegian Centre for International Cooperation in Education (SIU), Norway.

The programme aims to increase higher education student and staff mobility between Slovakia and the Donor States, and to strengthen inter-institutional co-operation between higher and secondary level education institutions in Slovakia and the Donor States.

Within the programme the following four measures will be supported (this measures are referred to in accordance with the numbering contained in Annex IX of the Scholarship Guidelines):

- Measure 1: Preparatory visits (Fund for bilateral relations at programme level).

Target group: Slovak higher education institutions and upper secondary schools and their potential partners in Donor States, in accordance with the Guidelines for Scholarship programmes.

- Measure 2: Mobility projects in higher education

Target group: Students and academic staff in Slovakia and Donor States.

This measure consists of two components:

- o Sub-measure a): Long-term student mobility at all levels (Bachelor, Master, PhD)
- o Sub-measure b): Short-term teaching assignments of academic staff.

- Measure 4: Inter-institutional cooperation projects between higher education institutions in Slovakia and the Donor States.
- Measure 5: Inter-institutional cooperation projects in education/training between upper secondary schools in Slovakia and the Donor States, including other types of partner organisations from Slovakia and the Donor States.

#### 1.2 Eligible applicants:

The rules on the eligibility of applicants are set in Article 6.2 of the Regulation. Institutions apply for project funding. Individual applicants apply to their home institutions.

The following specifications apply to this programme:

##### Measure 1:

Applicants are Higher education institutions (HEIs) and upper secondary schools in Slovakia and Donor States.

##### Measure 2:

Applicants are Higher education institutions (HEIs) having at least one partner HEI in a Donor State. Both must hold an Erasmus University Charter. Students and academic staff apply to their home institution.

##### Measure 4:

Applicants are Higher education institutions (HEIs) having at least one partner HEI in a Donor State. Slovak HEIs and external education institutions authorised to train PhD students as well as other entities authorised to provide education at the higher education level in the Donor States can also participate as additional partners.

##### Measure 5:

Applicants are upper secondary schools having at least one partner upper secondary school in a Donor State. Slovak HEIs and upper secondary schools as well as HEIs and other entities authorised to provide education at the higher education level in the Donor States can also participate as additional partners.

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

Chapter 7 of the Regulation contains the rules on eligibility of costs. The following specifications apply:

- A flat rate for indirect costs is approved at programme level, an acceptable methodology has been provided.
- A flat rate of up to 20% will be allowed for indirect costs at project level. The methodology for the calculation of the indirect costs shall be specified in the project contract between the Programme Operator and the Project Promoter.
- In-kind will not be eligible.

### 2. Financial parameters

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

Measure 1: The maximum amount of grant assistance applied for under the bilateral fund is € 4,500 per visit.

Measure 2:

The minimum amount of grant assistance applied for per project is €25,000; the maximum amount is €80,000.

- Sub-measure a): Student mobility

Scholarships of 3-12 months (for PhD students 1-12 months) shall be granted.

For mobility from Donor States to Slovakia, the monthly rate shall be €600. The minimum amount of grant assistance applied for is €600; the maximum amount is €7,200. In addition, the travel costs of up to €700 shall be covered based on actual incurred expenditures.

For mobility from Slovakia to the Donor States, the monthly rate shall be €1,125. The minimum amount of grant assistance applied for is €1,125; the maximum amount is €13,500. In addition, the travel costs of up to €700 shall be covered based on actual incurred expenditures.

- Sub-measure b): Mobility of academic staff

Scholarships of 3 days to 6 weeks shall be granted.

For mobility from Donor States to Slovakia, a daily allowance rate of €100 shall apply for travels of up to 10 days. For longer travels, the monthly rate of €1,000 shall apply. The minimum amount of grant assistance applied for is €300; the maximum amount is €1,500. In addition, the travel costs of up to €700 shall be covered based on actual incurred expenditures.

For mobility from Slovakia to the Donor States, a daily allowance rate of €210 shall apply for travels of up to 10 days. For longer travels, the monthly rate of €2,100 shall apply. The minimum amount of grant assistance applied for is €630, the maximum is €3,150. In addition, the travel costs of up to €700 shall be covered based on actual incurred expenditures.

For people holding a disability certificate, scholarships may be increased by up to 40%, however the maximum amount of grant assistance applied for per project shall not be exceeded.

On a project level for the organisation of mobility, a lump sum of 10% of total direct costs for sub-measures a) and b) shall be granted.

Measure 4:

The minimum amount of grant assistance applied for is €50,000; the maximum amount is €120,000.

Measure 5:

The minimum amount of grant assistance applied for is €30,000; the maximum amount is €100,000.

### 2.2 Project grant rate:

Measure 1:

Grants from the Programme will cover 100% of total eligible project costs.

Measure 2:

Grants from the Programme will cover 100% of total eligible project costs.

Measures 4 and 5:

Grants from the Programme will not exceed 90% 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:

For all measures:

The selection procedures shall be in accordance with Article 6.5 of the Regulation. The Programme Operator carries out an assessment of the administrative and eligibility criteria.

Content assessment:

Measure 1 and 2:

In accordance with Article 6.5.8 of the Regulation, the selection procedure shall be in line with Article 6.5 of the Regulation, with the following exception: As regards the expert assessment under Article 6.5.2 of the Regulation, the Programme Operator will use employees of SAIA n. o.

Measures 4 and 5:

The selection procedure will be carried out in accordance with Article 6.5.2-6.5.6 of the Regulation.

### 3.2 *Open calls and availability of funds (including number of calls, duration of calls, and estimated size):*

Measure 1:

There shall be two calls for applications, one in the first quarter of 2014 and one in the fourth quarter of 2014, making available at least €25,380. The calls shall be open at least for 3 months.

Measure 2:

There shall be two calls for applications, one in the second quarter of 2014 and one in the fourth quarter of 2014. These calls shall make available €600,000 in total. The first call shall make available €360,000 of the budget, the second call shall make available €240,000 plus any means that could not be allocated in the first call. The calls shall be open at least for 2 months.

Measures 4 and 5:

The calls for measures 4 and 5 will be launched jointly. There shall be two calls for applications, which shall be launched not later than in the second quarter of 2014 and in the first quarter of 2015, respectively. These calls shall make available €1,357,176 in total. The first call shall make available €814,306 of the budget, the second call shall make available €542,870 plus any means that could not be allocated in the first call. The calls shall be open at least for 2 months.

### 3.3 *Selection criteria:*

Measure 1:

The application shall be submitted within the call publication period on a continuous basis, but at least 6 weeks before the planned mobility. Each application is assessed in terms of its form based on the administrative compliance criteria and the applicant's eligibility criteria and, subsequently, in terms of its content.

Selection criteria include:

Administrative and eligibility criteria:

- formal completeness, submission of application
- eligibility of the applicant's and the potential partners' organisations
- objective and scheduled activities
- compliance with financial limits, eligibility of expenses
- duration of mobility

Content-related criteria

- objective and content of the visit/planned meeting agenda and its link to the overall objective of the EEA Scholarship Programme in Slovakia
- a brief outline of the topic for future cooperation and its link to the topics and measures of the EEA Scholarship Programme in Slovakia
- compatibility of the professional focus of the organizations
- composition of the visit/meeting participants
- clear and justified budget
- invitation letter/certificate of the intention to establish cooperation and participate in a meeting

Measure 2:

Selection criteria include:

Administrative and eligibility criteria:

- formal completeness, submission of application
- eligibility of the applicant's and the potential partners' organisations
- objective and scheduled activities
- compliance with financial limits, eligibility of expenses
- duration of mobility and project duration
- Erasmus University Charter holder

Content-related criteria

- contribution of the project to overall EEA Grants objectives
- contribution to national and institutional policies
- promotion of project activities
- selection procedures of scholarship holders
- project management and management of mobilities

Measures 4 and 5:

Administrative and eligibility criteria:

- formal completeness, submission of application
- eligibility of the applicant's and the potential partners' organisations
- objective and scheduled activities
- compliance with financial limits, eligibility of expenses and co-financing commitment
- project duration

Content-related criteria

- fulfilment of the main objectives of the call and contribution of the project to the overall objectives of the EEA Grants
- feasibility of the project
- involvement of partners from target countries and appropriate share of all partners in the activities proposed in the project
- promotion of project activities and results
- clear and justified budget (financial feasibility) and project management
- cross-cutting issues sufficiently addressed

The selection criteria will be further developed by the Programme Operator together with one or all the DPPs and will be further discussed in the Cooperation Committee. The final selection criteria will be included in the text of the call for proposals.

All measures: Social sustainability issues, in particular initiatives that help combat discrimination and intolerance, shall be reflected in the selection criteria in the open calls and shall be reported on to the Donors.

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

##### *4.1 Payment flows*

Payments towards the Project Promoter will be in the form of advance payments, interim payments and a final balance payment in the form of a reimbursement of incurred expenditure. Payments to projects are made on the basis of approved interim reports. The Programme Operator shall ensure that funds are available for payments to the projects in a timely manner.

Project Promoters can receive an advance payment of up to 80% of the grant awarded. The Project Promoter may receive additional interim payments which combined do not exceed 90% of the grant awarded, provided that at least 40% of the total project costs have been incurred. The remaining 10% of the contribution will be paid to the Project Promoter after the approval of the final balance report by the Programme Operator.

##### *4.2 Verification of payment claims*

Verification and approval of Interim Project Reports is conducted by the Programme Operator and will be based on information on incurred expenditure, financial status and project progress contained in the Interim Reports, and on additional information to be submitted together with the reports.

As part of payment claim verification, the Programme Operator may carry out on-the-spot checks to account for reported incurred expenditure in Projects.

In line with Article 7.13.3 of the Regulation, a report by an independent and certified auditor, certifying that the claimed costs are incurred in accordance with this Regulation, the national law and accounting practices of the project partner's country, shall, subject to Article 7.13.5 of the Regulation, be seen as sufficient proof of costs incurred by a project partner whose primary location is in a Donor State. The same applies to international organisations.

The procedure for verification of interim project reports, periodicity of reporting periods, and deadlines for reporting outlined in the programme proposal will further be detailed in the description of the Programme Operator's management and control systems according to Article 4.8.2 of the Regulation.

##### *4.3 Monitoring and reporting*

The system for ongoing monitoring and material verification of approved projects shall be set up by the Programme Operator so as to ensure compliance with agreed procedures, in order to verify progress and the early detection of potential problems allowing for timely introduction of corrective measures. The aim of the monitoring shall be to compare the progress made in the implementation of projects with the expected objectives and outcomes of the projects.

The Programme Operator shall continuously monitor all approved projects using various elements of monitoring such as:

- Advising Project Promoters via e-mail, telephone and other means
- Organising seminars for Project Promoters
- Assessing reports submitted by Project Promoters

- Carrying out monitoring visits to Project Promoters and Project Partners

Information on monitoring and reporting as outlined in the programme proposal will further be detailed in the description of the Programme Operator's management and control systems according to Article 4.8.2 of the Regulation.

## **5. Additional mechanisms within the programme**

### *5.1 Funds for bilateral relations*

The bilateral fund shall be used for Measure 1 and for covering expenses of participation of individuals from Slovak HEIs, upper secondary schools and/or external education institutions authorised to train PhD students in contact making seminars organised by DPPs or other relevant entities. Up to 25% of the bilateral fund shall be used to cover expenses of participation in contact making seminars. The funds remaining from the allocation to participation in contact making seminars shall be allocated to the second call under Measure 1. Contact making seminars shall support the search for project partners in order to prepare applications for one or several of the other measures under the programme.

Detailed information regarding measure 1 is provided under the relevant sections of this Annex II.

Measure 1 will support the search for partners prior and parallel to the preparation of applications for one or several of the other measures under the programme. Preparatory visits may take place as a purely bilateral cooperation between two institutions/faculty staff, or as a meeting between several institutions.

### *5.2 Complementary action*

Complementary action shall be organised in accordance with Article 7.11 of the Regulation.

### *5.3 Reserve for exchange rate losses*

Not applicable.

### *5.4 Small Grant Schemes*

Not applicable.

## **6. Pre-defined projects**

Not applicable.

## **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 a reference to the version signed by the Programme Operator on 31 January 2013 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.