

05 DEC. 2012

EEA Financial Mechanism 2009-2014

PROGRAMME AGREEMENT

between

The Financial Mechanism Committee  
established by Iceland, Liechtenstein and Norway

and

The Ministry of Regional Development,  
hereinafter referred to as the "National Focal Point",  
representing the Republic of Poland,  
hereinafter referred to as the "Beneficiary State"

together hereinafter referred to as the "Parties"

for the financing of the Programme "Development and better adaptation of health care to  
demographic and epidemiological trends"

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
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

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

For the FMC

For the National Focal Point

Signed in Oslø on 20.12.2012

Signed in Warsaw on 03.12.2012



Anders Erdal  
FMC Chairman

  
Podsekretarz Stanu  
Pawel Orłowski

Pawel Orłowski  
Undersecretary of State, Ministry of Regional  
Development

ZASTĘPCA DYREKTORA

Małgorzata Eder  


## Annex I - Programme Decision

### 1. Expected Outcomes & Indicators for Outputs

Expected Outcome	Improved access to and quality of health services including reproductive and preventive child health care as well as health care related to ageing society			
Output	Output Indicator	Baseline	Target	Source of Verification
Training for medical personnel provided	Number of health professionals trained	0	1,000	Beneficiary reporting
Diagnostic and therapeutic equipment purchased	Number of diagnostic and therapeutic equipment purchased	0	700	Beneficiary reporting
Health care institutions supported with extension, rebuilding, refurbishing (modernisation)	Number of health care institutions supported with extension, rebuilding, refurbishing (modernisation)	0	15	Beneficiary reporting

Expected Outcome	Life-style related diseases prevented or reduced			
Output	Output Indicator	Baseline	Target	Source of Verification
Health education and health promotion services provided	Number of counselling services provided	0	5,000	Beneficiary reporting
Health education and health promotion events organised	Number of health education and health promotion events (i.e. training, meetings) organised	0	150	Beneficiary reporting



## 2. Conditions

### 2.1 General

- 1) Bilateral, output and outcome indicators shall be reported on in the annual report
- 2) 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 or NMFA upon request. The approval of the Programme by the FMC or NMFA does not imply a positive assessment of such compliance.
- 3) Detailed selection criteria, developed by the Programme Operator and adopted by the Selection Committee shall be submitted to the FMO no later than two weeks before the open call.
- 4) No later than 31 March of every year, the National Focal Point shall provide the FMO with a statement of all co-financing provided by project promoters to their projects during the previous calendar year. The National Focal Point shall ensure that it obtains the necessary information in a timely manner from the Programme Operator by way of appropriate provisions in the programme implementation agreement.
- 5) 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.
- 6) 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 five 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, use of that equipment for the overall objectives of the project after the project completion would serve no economic purpose.

The National Focal Point shall furthermore ensure that the Programme Operator keeps a list of the excepted equipment for each project.
- 7) The selection procedures and criteria for awarding support from the fund for bilateral relations shall be submitted to the FMC and NMFA for approval at the latest two weeks before the open call. The FMC and NMFA will give its comments within 10 working days.

### 2.2 Pre-eligibility

Not applicable

### 2.3 Pre-payment

Not applicable.

### 2.4 Pre-completion

Not applicable.

### 2.5 Post-completion

Not applicable.

### 3. Eligibility of Costs

#### 3.1 Eligibility of costs period

The eligibility period of Programme costs (excluding programme proposal preparation costs) is: 04/09/2012 – 30/04/2017

The eligibility period of programme proposal preparation costs is: 10/06/2011 – 03/09/2012.

#### 3.2 Grant rate and co-financing:

Estimated total programme cost	€ 64,632,005
Estimated EEA/N FM contribution (% of total)	€ 52,000,000 (80.46%)
Estimated National Contribution (% of total) <sup>1</sup>	€ 12,632,005 (19.54%)

Programme estimated eligible expenditure	€ 52,883,187
Programme grant rate (%)	98.33%
Maximum amount of programme grant	€ 52,000,000

#### 3.3 Programme eligible expenditure (€) and advance payment amount (€):

Budget heading	Contribution from EEA/N FM	Contribution from programme operator	Total eligible expenditure	Advance payment (EEA/N FM contribution)
Programme Management	€ 3,681,775	€ 649,725	€ 4,331,500	€ 170,000
Improved access to and quality of health services including reproductive and preventive child health care as well as health care related to ageing society	€ 32,896,693	-	€ 32,896,693	-
Life-style related diseases prevented or reduced	€ 14,098,582	-	€ 14,098,582	-
Fund for bilateral relations	€ 780,000	€ 137,647	€ 917,647	€ 20,000
Preparation of programme proposal	€ 22,950	€ 4,050	€ 27,000	€ 22,950
Reserve for exchange rate losses	€ 520,000	€ 91,765	€ 611,765	-
<b>Total</b>	<b>€ 52,000,000</b>	<b>€ 883,187</b>	<b>€ 52,883,187</b>	<b>€ 212,950</b>

#### 3.3 Retention of management costs:

Retention of management costs - percentage of the grant amount.	10%
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<sup>1</sup> Including national contribution to the Programme and to Projects

Retention of management costs - planned euro value	€ 368,178
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**3.4 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 Health (MOH).

The Programme is composed of three intervention categories under which projects will be implemented, namely:

1. Amelioration of perinatal care – preventive services, diagnostics and treatment with a view to increase the number of live births;
2. Better adaptation of health care in order to meet needs of the fast-growing population of chronically-ill and dependant as well as elderly persons
3. Cancer prevention aimed at reducing cancer morbidity and mortality indicator in Poland

The implementation of the programme will contribute to the achievement of the overall objective stipulated for the programme area, i.e. improved public health and reduced social inequalities.

The programme will support the following types of activities within the three areas.

1. Amelioration of perinatal care – preventive services, diagnostics and treatment with a view to increase the number of live births, including:
  - Collective forms of health education for pregnant women;
  - in-service trainings for medical personnel in early detection methods of foetus defects as well as neonatal intensive care;
  - development of centres for diagnostics as well as intrauterine therapy of foetus (through purchase of equipment, implementation of new medical technologies as well as extensions, rebuilding and refurbishment (modernisation) of centres);
  - development of neonatal intensive care units (through purchase of equipment, implementation of new medical technologies as well as extensions, rebuilding and refurbishment (modernisation) of centres);
  - elaboration of quality assessment system as well as supervision of three stages of perinatal care;
  - dental prevention for pregnant women;
2. Better adaptation of health care in order to meet needs of the fast-growing population of chronically-ill and dependant as well as elderly persons, including:
  - tele-care centres, i.e. tele-counselling and immediate assistance of nurses and patient care technicians upon request;
  - nursing and patient assistance equipment rental as well as counselling on equipment selection, trainings in equipment use and preparing conditions for home care;
  - purchase of diagnostic and therapeutic equipment for health care institutions, including long-term care centres;
  - extensions, rebuilding and refurbishment (modernisation) of health care institutions, including long-term care centres;
  - trainings for nurses and patient care technicians in senior care;
  - publications on long-term care standards;
3. Cancer prevention aimed at reducing cancer morbidity and mortality indicator in Poland, including:

- Prevention programmes including screening examinations as well as trainings for medical personnel conducting screening examinations;
- health education and health promotion concerning preventive examinations and healthy lifestyle;
- rebuilding, extension, refurbishment (renovation) as well as the purchase of equipment for radiotherapy units;
- purchase of early cancer detection equipment for health care institutions.

The programme also aims to foster information sharing and learning between Polish institutions and the Donor States via the use of the fund for bilateral relations

### *1.2 Eligible applicants:*

All Polish public and private bodies as well as non-governmental organisations constituted as legal entities and operating in the public interest are eligible applicants, including as follows:

- Public and non-public health care institutions providing health services financed from public funds and their founding institutions;
- public health care institutions transformed into capital companies providing health services financed from public funds;
- research institutions functioning in the health care system;
- medical universities or public universities conducting didactic and research activity in the medical science;
- long term care centres financed from public funds and their founding institutions;
- Non-Governmental Organisations operating in the health care field.

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

In general costs are eligible in accordance with Chapter 7 of the Regulation with the following exceptions:

- by way of exception from Article 7.3 (c), the entire purchase price of new or second hand equipment may be eligible if the equipment is an integral and necessary component and is essential for achieving the outcome of the project;
- Cost regarding purchase of land and real estate is not eligible in projects.

Regarding indirect costs, Project Promoters may choose between two possibilities, in line with 7.4.1. a and 7.4.1. b of the Regulation. In the application form the Project Promoter needs to describe the chosen option. In case of the first option, the costs are reimbursed according to the actual incurred costs. In case of the latter option, a report made by an independent and certified auditor certifying that the flat-rate overheads represent a fair apportionment of the overall overheads needs to be submitted to the Programme Operator.

## **2. Financial parameters**

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

The minimum amount of grant assistance applied for is €300,000; the maximum amount is €6,000,000.

### *2.2 Project grant rate:*

Grants from the programme will not exceed 80% of total eligible project costs (including grants for non-governmental organisations). The remaining costs of the project shall be provided or obtained by the Project Promoter

## **3. Selection of projects**

### *3.1 Selection procedure:*

The selection procedures will mainly follow the two-step selection procedure provided in Article 6.5 of the Regulation with the exception that four independent and impartial experts will conduct the reviewing and scoring of the applications. An additional appeals procedure is added after the review by the experts and the Selection Committee makes a final decision on which projects are supported, which is not subject to review by the Programme Operator.

The two-step selection procedure will be based on two types of criteria: formal criteria (including administrative and qualification criteria) and content related criteria. Under the first step the Programme Operator shall review the applications for compliance with administrative and eligibility criteria. If at this stage the Programme Operator detects any inconsistencies or obvious errors that can be remedied, the applicant shall be given 3 working days to do so, from the date of the sending the notification letter by the Programme Operator. Applicants whose applications are rejected at this stage have the right to appeal that decision to the Programme Operator. In case of a negative decision of the Programme Operator, that decision can be appealed further to the National Focal Point. In case of a positive decision by the Programme Operator or the National Focal Point the decision will be subject to an appraisal, otherwise the application goes no further.

Each application which meets the administrative and eligibility criteria shall be subject to the content related criteria. An application is reviewed by 4 independent and impartial experts, appointed by, but independent of the Programme Operator and Selection Committee. Two of the experts are health care experts who will evaluate the compliance of the applications with the programme assumptions and adequate legislation on health care. The other two are financial and project management experts evaluating financial feasibility, the management structure and indicators adopted in the applications.

On the basis of the content-related evaluation chart prepared by the Programme Operator and accepted by the Selection Committee the experts (in the given field) will separately score the project according to the selection criteria published with the call for proposals. For the purposes of ranking the projects, the average of the scores awarded by the experts is used. Every expert is obliged to present a short justification of the score. If the difference between the scores given by the two experts in the given field is more than 30% of the higher score, a third expert is commissioned by the Programme Operator to score the project independently. In such cases the average score of the two closest scores shall be used for the ranking of the projects. In relevant cases the applications can be consulted with other experts, regarding, e.g. legal issues. Applicants are informed of the results of this content-related review of the experts and have the right to appeal their decision to the Programme Operator and subsequently to the National Focal Point. The National Focal Point decision is not subject to further appeals.

Under the second step of the procedure the Selection Committee receives a list of the projects, ranked from the highest number of points to the lowest, based on the scoring of the experts. The FMC and NMFA shall at the same time receive the list in English. The Selection Committee consists of 6 members; 3 representatives of the Programme Operator and 3 independent experts. The Committee will act in accordance with the rules elaborated by the Programme Operator. The Committee reviews the list of the ranked projects and has the right to modify it in accordance with the above-mentioned rules. The justification for the modifications is to be mentioned in the minutes of the Committee meeting. The list adopted by the Committee is submitted to the Minister/Deputy Minister of Health for approval. The list approved by the Minister/Deputy Minister is the basis for elaborating the final results of the call published on the Programme Operator's website. The Minister/Deputy Minister will provide applicants either with a decision awarding grant as a basis for signing a project contract or information on the results of the call if the applicant is not to receive financial contribution.

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

There shall be one call for applications which shall be launched no later than in the first quarter of 2013 and make available the total grant amount of EUR 275. The call shall be open at least for 2 months.

In case of an insufficient number of proposals submitted in the call referred to above or in case of proposals with insufficient substantive value, a supplementary call or calls can be conducted.

**3.3 Selection criteria:**

The selection criteria will include *inter alia* compliance with the objectives and expected outcomes of the programme, measurability of the adopted indicators, significance for the improvement of the health status of the target groups, financial feasibility and efficiency of the management system.

The open call and selection criteria shall furthermore reflect the principles of anti-discrimination and tolerance.

Detailed selection criteria, developed by the Programme Operator and adopted by the Selection Committee, will be submitted to the FMO two weeks before the launch of the open call.

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

**4.1 Payment flows**

Payments towards the Project Promoters will be in the form of advance payments, interim payments and a final payment to be paid after the approval of a final report.

The advance payment shall be requested by the Project Promoter and cannot be higher than 10% of the total awarded grant amount.

Subsequent payments towards projects will be made based on approved interim financial reports.

The advance shall be offset against incurred expenditure reported in the interim financial reports. The advance is deducted from the reimbursements of incurred expenditure until the total advance payment has been offset.

Payments shall be transferred to the Project Promoter no later than three months from submission of a payment request and no later than one month after its approval.

**4.2 Verification of payment claims**

Payments to projects are made on the basis of approved project interim final reports.

Verification and approval of project interim/final reports will be conducted by the Programme Operator.

Verification and approval of project interim reports will be based on information on incurred expenditure, financial status and projects progress contained in the interim reports, and on additional information to be submitted together with the reports.

The Programme Operator may in justifiable cases decide to request the requirement of attaching additional documentation.

In case of additional questions, the Programme Operator may ask the Project Promoters for further explanations/clarifications.

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 project partner's country, shall be seen as sufficient proof of costs incurred.

The procedure for verification of interim and final reports and deadlines for 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.

### *4.3 Monitoring and reporting*

Project Promoters shall be required to report on project progress and outputs in interim reports and at the end of the project in a final report. The interim reporting periods shall cover at least four months but can be merged upon the request of the Project Promoter.

Project Promoters shall submit interim reports no later than 10 days after the end of a reporting period.

On-the-spot checks will be conducted every year on a sample of projects selected mainly on the basis of a risk analysis. The analysis takes into account, among others, the material and financial progress of a project, the time remaining to project completion, and the correctness of prepared reporting documentation.

On-the-spot checks can also be conducted on an ad-hoc basis when considered necessary.

On-the-spot checks are carried out by the Programme Operator.

Information on reporting and monitoring will further be outlined in the description of the Programme'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*

1.5 % of the eligible expenditure of the programme is set aside for a Fund for bilateral relation (the Fund). Under the Fund the Programme Operator plans to implement the following actions.

1. Website to provide assistance for partner search and partnership developments, commissioned by the Programme Operator. Its aim is to support Project Promoters in finding partners through open competitive process. The use of the website by Project Promoters and project partners will be free of charge, including for Project Promoters and partners participating in calls under other relevant programmes, such as PI 13 Reducing social inequalities in health. Tentative budget: €37,000.
2. Seminar organized by the Programme Operator for potential and actual Project Promoters and partners from the Donor States to search for project partners, develop partnerships and exchange experiences. The participants will be chosen by open call procedures for potential and actual Project Promoters. Tentative budget: €130,000.
3. An international thematic conference, which will be held in 2014 in cooperation between the health authorities in Poland and Norway and the World Health Organization. The Donor States and FMO will be consulted in the preparations.
4. The remaining part of the Fund will be made available through open calls for potential and actual Project Promoters to facilitate the development of partnerships.



as well as networking, exchange, sharing and transfer of knowledge, technology, experience and best practices between project promoters and entities in donor states. The first call will be held together with the open call for project grants. The balance of the fund will be announced each year as an open call for proposals for the dedicated amount. Funding will be available for study visits, conferences, seminars, workshops etc. Tentative budget for point 3 and 4: €750,647.

The Programme Operator shall discuss the seminars it intends to organise as well as the selection procedures and criteria for the open calls with relevant donor state entities, such as the Norwegian Directorate of Health, acting as donor programme partner in PL13 Reducing social inequalities in health

The calls will be announced each year as an open call for proposals for a dedicated amount

Grants from the fund for bilateral relations will be up to 90% (NGOs) and 85% (other Project Promoters) of the total eligible costs of these actions and will not exceed €46,500. Applications can be submitted by Polish public and private bodies as well as non-governmental organisations constituted as legal entities and operating in the public interest. Costs incurred by partners from the Donor States are eligible, but reimbursement requests may only be submitted through the Polish Project Promoters. Eligible costs are described in Article 7.7 of the Regulation

Applications will be assessed by the Programme Operator according to formal and content-related criteria. The Programme Operator will assess whether the activities planned by the applicant are in line with Article 3.6 of the Regulations as well as the Guideline for strengthened bilateral relations for EEA and Norway Grants 2009-2014. Additionally, each application will be assessed with regard to the expected result when it comes to strengthened bilateral relations.

#### *5.2 Complementary action*

Not applicable.

#### *5.3 Reserve for exchange rate losses*

Contracts between the Programme Operator and the Project Promoter will be defined in PLN.

The reserve for exchange rate losses will be used to cover the exchange rate losses of the Programme Operator only, resulting from the difference between the exchange rate used for the Programme budget planning and the exchange rates used for the actual expenditures (including the difference between the exchange rate used for awarding grants to projects and the exchange rate used for the settlement of project grants)

#### *5.4 Small Grant Schemes*

Not applicable.

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

Not applicable.

#### **7. Modification of the Programme**

The rules on modifications of Programmes are in Article 59 of the Regulation and Article 29 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 23 January 2012 and shall include all subsequent correspondence and communication between the Donors, the Financial Mechanism Office, the National Local Point and the Programme Operator

**9. Miscellaneous**

Not applicable.