

ΥΠΟΥΡΓΕΙΟ ΟΙΚΟΝΟΜΙΑΣ, ΑΝΤΑΓΩΝΙΣΤΙΚΟΤΗΤΑΣ & ΝΑΥΤΙΛΙΑΣ  
ΕΙΔΙΚΗ ΥΠΗΡ. ΔΙΑΧ. & ΠΑΡΑΚΟΛΟΥΘΗΣΗΣ  
ΤΑΜΕΙΟΥ ΣΥΝΟΧΗΣ  
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ΗΜΕΡΟΜΗΝΙΑ 5-6-2014

GR02 - EEA FM - Programme Agreement

EEA Financial Mechanism 2009-2014

PROGRAMME AGREEMENT

between

The Financial Mechanism Committee  
established by Iceland, Liechtenstein and Norway

and

The Ministry of Development and Competitiveness,  
hereinafter referred to as the "National Focal Point",  
representing the Hellenic Republic ,  
hereinafter referred to as the "Beneficiary State"

together hereinafter referred to as the "Parties"

for the financing of the Programme "Integrated marine and inland water management"

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.

## 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.

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.

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.

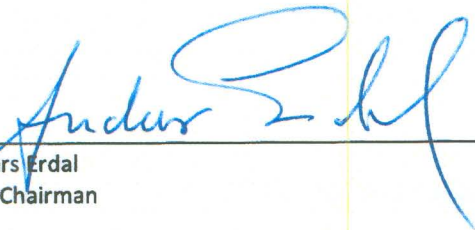
2. This programme agreement shall remain in force until five years have elapsed after the date of the acceptance of the final programme report.

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


For the FMC

Signed in Ostlo on 20.5.2014

  
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Anders Erdal  
FMC Chairman

For the National Focal Point

Signed in Athens on 5.06.2014

  
\_\_\_\_\_  
Kostis Hatzidakis  
Minister of Development and Competitiveness

## Annex I - Programme Decision

### 1. Expected Outcomes & Indicators for Outputs

**Expected Outcome(s):** More integrated management of marine and inland water resources

#### Output

Water quality improved for drinking or irrigation purposes in islands.

Output indicator(s)	Baseline	Target	Source of Verification
Production of quality improved water for drinking or irrigation purposes (m <sup>3</sup> / day).	0	2500	Project Progress Reports submitted by Project Promoters.

#### Output

Increased knowledge and awareness of the protection and management of water bodies suffering from environmental problems or biodiversity loss.

Output indicator(s)	Baseline	Target	Source of Verification
Number of studies leading to increased knowledge and awareness off the protection and management of water bodies.	0	2	Project Progress Reports submitted by Project Promoters.

#### Output

Increased knowledge concerning the integrated marine and islands policy or the protection / management of coastal areas.

Output indicator(s)	Baseline	Target	Source of Verification
Number of studies and/or interventions leading to increased knowledge concerning the integrated marine and islands policy or the protection / management of coastal areas.	0	4	Project Progress Reports submitted by Project Promoters.

**Expected Outcome(s):** Improved monitoring of marine waters

#### Output

Upgrades of existing systems for an integrated marine monitoring programme.

Output indicator(s)	Baseline	Target	Source of Verification
Number of integrated marine monitoring programmes implemented, cf. MSFD Article 5 (2iv)	0	1	Project Progress Reports submitted by Project Promoters.

#### Output

Increased area coverage of marine waters' monitoring programmes

Output indicator(s)	Baseline	Target	Source of Verification
Number of marine sub-regions [cf MSFD, Article 4(2)] where a monitoring programme has been implemented.	0	3	Project Progress Reports submitted by Project Promoters.

**Expected Outcome(s):** Increased awareness of and education in integrated marine and inland water management



**Output**

Increased knowledge and awareness among students in primary and secondary public schools on the importance of protecting water resources.

<b>Output indicator(s)</b>	<b>Baseline</b>	<b>Target</b>	<b>Source of Verification</b>
Number of participants in environmental educational programmes in primary and secondary education, in the field of water resources.	0	4000	Monitoring report submitted by the Small Grant Scheme Operator.

**Output**

Graduates, fellows/scholars, of higher education in the field of marine and inland water resources management spend time in and/or exposed to and/or learn from donor states' institutions or universities.

<b>Output indicator(s)</b>	<b>Baseline</b>	<b>Target</b>	<b>Source of Verification</b>
Number of graduates, fellows/scholars grants for studies/research in in the field of marine and inland water resources management in institutions or universities of donor states.	0	22	Monitoring report submitted by the Small Grant Scheme Operator.

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

- 1) The National Focal Point shall ensure that any public support under this Programme complies with the procedural and substantive state aid rules applicable at the time when the public support is granted. The National Focal Point shall, by way of the programme implementation agreement, ensure that the Programme Operator maintains written records of all assessments concerning compliance with state aid rules, particularly decisions to award grants and set grant rates, and provides such records to the FMC upon request. The approval of the Programme by the FMC does not imply a positive assessment of such compliance.
- 2) The National Focal Point shall ensure that Article 7.16 of the Regulation, as well as national and European Union law on public procurement are complied with at any level in the implementation of the programme and the projects. The National Focal Point shall, by way of the Programme Implementation Agreement, ensure that the Programme Operator maintains written records of all assessments concerning the organization of procurement procedures and compliance with procurement rules, and provides such records to the FMC upon request. The approval of the Programme by the FMC does not imply a positive assessment of such compliance.
- 3) A methodology on the calculation of the flat rate to be applied to indirect eligible project costs (overheads) in accordance with Article 7.4.1(b) of the Regulation shall be submitted to the FMO no later than two weeks prior to the earlier of the following dates:
  - a. the deadline for providing to the FMC the text of the call for proposals, as required by Article 6.3.4 of the Regulation;
  - b. the date when the first project contract for any pre-defined project is signed by the Programme Operator.
- 4) Bilateral, outcome and output indicators shall be reported on in the annual report.
- 5) The National Focal Point shall ensure that the Programme Operator ensures that Project Promoters who have, in line with this Agreement, received an exception from the general rule in Article 7.3.1(c) of the Regulation with respect to any equipment (the excepted equipment):
  - Keep the excepted equipment in their ownership for a period of at least 5 years following the completion of the project and continue to use that equipment for the benefit of the overall objectives of the project for the same period;
  - Keep the excepted equipment properly insured against losses such as fire, theft and other normally insurable incidents both during project implementation and for at least 5 years following the completion of the project; and
  - Set aside appropriate resources for the maintenance of the excepted equipment for at least 5 years following the completion of the project. The specific means for implementation of this obligation shall be specified in the project contract; provided however that the Programme Operator may release any Project Promoter from the above obligations with respect to any specifically identified excepted equipment where the Programme Operator is satisfied that, having regard to all relevant circumstances, continued use of that equipment for the overall objectives of the project would serve no useful economic purpose. The National Focal Point shall furthermore ensure that the Programme Operator keeps a list of the excepted equipment for each project.
- 6) A detailed description of the small grant scheme II "Grants to graduates of higher education in the field of marine and inland water resources management in Donor States' institutions or universities" shall be submitted for approval to the FMC prior to the launch of any call for proposals.

**2.2 Pre-eligibility**

- 1) Expenditures under the pre-defined project shall only be eligible once the FMO has received and the FMC has approved a more

detailed description of the project, including the expected project outcomes and outputs, and a detailed timeframe for the implementation of the project.

### 2.3 Pre-payment

Not applicable.

### 2.4 Pre-completion

Not applicable.

### 2.5 Post-completion

Not applicable.

### 2.6 Other

Not applicable.

## 3. Eligibility of costs

### 3.1 Eligibility of costs - period

Eligibility of costs (excluding prog prep costs): 24/09/2013-30/04/2017

Eligibility of programme proposal preparation costs: 08/11/2011-23/09/2013

### 3.2 Grant rate and co-financing

Programme estimated total cost (€)	€11,188,235
Programme estimated eligible cost (€)	€11,188,235
Programme grant rate (%)	85.0000%
Maximum amount of Programme grant (€)	€9,510,000

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

Budget heading	Eligible expenditure	Advance payment*
Programme management	€410,000	€30,000
More integrated management of marine and inland water resources	€6,500,000	€0
Improved monitoring of marine waters	€2,500,000	€0
Increased awareness of and education in integrated marine and inland water management	€1,500,000	€0
Fund for bilateral relations	€200,000	€30,000
Complementary action	€78,235	€10,000
Preparation of programme proposal	€0	€0
Reserve for exchange rate losses	€0	€0
	€11,188,235	€70,000

\* The advance payment is composed of €59,500 in grant amount and €10,500 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	€34,850

**3.5 Small Grant Scheme**

Outcome	Increased awareness of and education in integrated marine and inland water management
Total Amount Reserved	€1,500,000
Grant Amount at Project Level	€5,000 – 30,000
Duration of the Project	1 – 18 months
Maximum Grant Rate at Project Level	100.00%

## Annex II - Operational Rules

### 1. Eligibility

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

The Programme Operator is the Special Service for the Co-ordination of Environmental Activities (Ministry of Environment, Energy and Climate Change).

The Programme will contribute to the sustainable management and protection of Greece's inland and marine waters. The achievement of this objective will result in securing increased amounts of good quality of surface / groundwater and drinking water and the protection of the biodiversity, and the adoption of practices that achieve sustainable use and management of the economically and ecologically valuable water and marine resources.

The Programme will be implemented through three open calls, two small grant schemes and a pre-defined project.

The open calls will support measures aiming at more integrated management of marine and inland water sources.

The small grant schemes will support water-related education programmes in primary and secondary schools, and scholarships for studies abroad in the field of water resources.

The pre-defined project will consist in the implementation of an integrated marine monitoring programme.

#### 1.2 Eligible applicants:

The rules on eligibility of applicants are set in Article 6.2 of the Regulation.

The following specifications apply:

- Open call (1) "Water quality improvement projects for drinking or irrigation purposes": Eligible applicants are water supply and sewerage companies, public authorities, regional and local authorities, research and scientific institutes as well as management bodies of protected areas.
- Open call (2) "Studies leading to increased knowledge and awareness on the protection and management of water bodies suffering of environmental problems or biodiversity loss": Eligible applicants are water supply and sewerage companies, public authorities, regional and local authorities, research and scientific institutions, management bodies of protected areas and other relevant management bodies, and non-governmental organisations.
- Open call (3) "Studies or interventions leading to increased knowledge concerning the integrated marine and islands policy or the protection / management of coastal areas": Eligible applicants are public authorities, regional and local authorities, research and scientific institutions, management bodies of protected areas and non-governmental organisations.
- Small grant scheme I "Environmental Educational programmes in primary and secondary education in the field of Water Resources": Eligible applicants are primary and secondary schools in Greece.
- Small grant scheme II "Grants to graduates of higher education in the field of marine and inland water resources management in Donor States' institutions or universities". Eligible applicants are scholars and graduates of higher education institutions.
- Private entities are not eligible under any open call.

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

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

The following specifications apply:

- Overhead costs are not eligible at programme level. Indirect costs at project level may be eligible up to a flat rate of 10%. The method of calculating the indirect costs shall be determined in the individual project contracts.
- In-kind contributions are not eligible.

By way of exception from Article 7.3.1(c) of the Regulation, the entire purchase price of new equipment may be eligible if the equipment is an integral and necessary component for the implementation or development of a technology that is essential for achieving the outcome of the project. The Programme Operator will check and verify compliance with this condition.

## 2. Financial parameters

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

- Open call (1): the minimum amount of grant assistance applied for is €500,000 and the maximum amount is €3,500,000.
- Open call (2): the minimum amount of grant assistance applied for is €200,000 and the maximum amount is €1,200,000.
- Open call (3): the minimum amount of grant assistance applied for is €200,000 and the maximum amount is €900,000.
- Small grant scheme I: the minimum amount of grant assistance applied for is €5,000 and the maximum amount is €10,000.
- Small grant scheme II: the minimum amount of grant assistance applied for is €5,000 and the maximum amount is €30,000.

#### 2.2 Project grant rate:

In case of Project Promoters that fall within the definition of NGOs contained in Article 1.5.1(m) of the Regulation, the maximum grant rate is 90% of total eligible project costs. For all other Project Promoters, grants from the Programme may be up to 100% of total eligible project costs. The remaining costs of the project shall be provided or obtained by the Project Promoter.

The project grant rate shall in all cases be set at a level that complies with the State Aid rules in force and takes into account any and all other forms of public support granted to the projects, together with the estimated level of any profit likely to be generated by the projects.

### 3. Selection of projects

#### 3.1 Selection procedures:

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

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

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

- A call for proposals "Water quality improvement projects for drinking or irrigation purposes", which shall make available €3,500,000;
- A call for proposals "Studies leading to increased knowledge and awareness on the protection and management of water bodies suffering of environmental problems or biodiversity loss", which shall make available €1,500,000;
- A call for proposals "Studies or interventions leading to increased knowledge concerning the integrated marine and islands policy or the protection / management of coastal areas", which shall make available €1,500,000;
- A call for proposals under the small grant scheme I "Environmental Educational programmes in primary and secondary education in the field of Water Resources", which shall make available €900,000;
- A call for proposals under the small grant scheme II "Grants to graduates of higher education in the field of marine and inland water resources management in Donor States' institutions or universities", which shall make available €600,000.

All calls, except calls for both small grant schemes, shall be launched no later than in the third quarter of 2014. The calls shall be open for at least 2 months.

#### 3.3 Selection criteria:

The following selection criteria will be taken into account for the three open calls:

##### a) Eligibility criteria:

- Eligibility of the applicants;
- Compliance with national and European legislation;
- Completeness of the submitted applications;
- Project implementation schedule;
- Project's compliance with the scope of the programme.

##### b) Evaluation criteria shall as a minimum include:

- Project's contribution to the programme objectives, outcomes and outputs;
- Project maturity;
- Project planning;
- Project feasibility, quality and sustainability;
- Project cost-benefit analysis.

In addition to the above mentioned criteria, the following eligibility criteria shall apply for the open call (1) "Water quality improvement projects for drinking or irrigation purposes":

- Projects under this call shall be based on environmental and climate friendly technology, including the use of renewable energy sources.
- Projects under this call shall be implemented in areas where water resources are scarce or over-exploited, and the main aim of the projects shall be to protect the water resources and the environment of these areas.

The following selection criteria will be taken into account for the small grant scheme I:

- Programme approved by the responsible Educational Director and connected with a visit to an Environmental Education Centre (EEC);
- Programme subject within the field of water resources;
- Priority will be given to programmes ending with a visit to an EEC;
- Priority will be given to schools located at a certain distance from the relevant EEC;
- Compliance of the proposal with the maximum grant amount.

The following selection criteria will be taken into account for the small grant scheme II:

##### a) Eligibility criteria:

- Unconditional offer from the host institution in the Donor State;
  - The graduate/scholar applicant has not already carried out postgraduate studies or postdoctoral research;
  - The graduate/scholar applicants has not already received a previous scholarship for studies at the same level (postgraduate studies/postdoctoral).
- b) Evaluation criteria:
- Relevance of bachelor's/master's/doctoral diploma and relevant courses;
  - Grades;
  - Knowledge of English;
  - Knowledge of language of the host country;
  - Motivation.

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

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

##### *4.1 Payment flows:*

In line with Article 7.14 of the Regulation, incurred expenditures of projects shall be eligible at the earliest as of the date on which the Programme Operator decides to award the project grant. The first and final dates of eligibility shall be stated in the project contract.

In general projects will be reimbursed based on incurred expenditures, however for some special cases and projects under outcome 3 (small grant schemes), payments towards Project Promoters will take the form of advance payments, interim payments and a final balance payment in the form of reimbursement of incurred expenditures.

For the projects under the small grant schemes, the Project Promoters will be granted an advance payment of up to 80% of total eligible project costs. All other projects receiving pre-financing will be granted an advance of up to 30% of total eligible costs. The advance payment and interim advance instalments cannot exceed 80% of total project costs combined. Payments above the 80% threshold will be made based on incurred expenditure. The Programme Operator will retain between 5-10% of the project's total eligible costs, which will be disbursed after approval of the final balance report.

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

The Programme Operator will be conducting 100% verification of payment claims under outcomes 1 and 2 (pre-defined project and open calls (1) to (3)). For projects under outcome 3 (small grant schemes) the Programme Operator will carry out verification on a sample of 30% of invoices. In addition, on-the-spot verifications will be carried out as needed. As a general rule, costs incurred by the Project Promoters shall be supported by receipted invoices. Where this cannot be done, costs shall be supported by accounting documents of equivalent probative value.

In case of verification of expenditures incurred by a donor project partner, a report by an independent and certified auditor, certifying that the claimed costs are incurred in accordance with the Regulation, the national law and accounting practices of the donor project partner's country, shall be seen as sufficient proof of costs incurred.

The procedure for verification of payment claims 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:*

The Programme Operator will monitor all projects during programme implementation. The monitoring system established by the Programme Operator will include tools such as review of project progress reports, on-site monitoring visits, meetings with Project Promoters, and general day-to-day monitoring.

The Programme Operator's annual monitoring plans will describe the projects to be visited each year. The selection of projects to be visited will be based on the project's progress, its complexity and project risk analysis.

On-the-spot checks on an ad-hoc basis will also be carried out when suspicions arise that the information provided by the Project Promoter is incorrect or misleading. On-the-spot checks on ad-hoc basis can also be organised for other reasons.

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

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

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

##### *5.1 Funds for bilateral relations:*

The Programme Operator will set aside an amount equivalent to 1.8% of the total programme budget to a fund for bilateral

relations.

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

- a) search for project partners from the Donor State(s) prior to or during the preparation of a project application and the development of such partnerships. 25% of the bilateral fund will be allocated to this measure.
- b) networking, exchange, sharing and transfer of knowledge, technology, experience and best practices between Project Promoters and entities in the Donor State(s). 75% of the bilateral fund will be allocated to this measure.

Under measure (a), the Programme Operator shall organise a match-making event for potential Project Promoters and project partners from the Donor States to help them exploring the possibilities of project partnerships. Applicants will submit a project concept note and describe their motivation for participating in the match-making event. A committee will evaluate the applications. The maximum grant amount is €2,000 per person per travel. The grant rate is 100%.

Eligible applicants under measure (b) of the bilateral fund are confirmed Project Promoters and donor state entities. The open call for proposals under measure (b) will be published on the Programme Operator's website after the signing of the first batch of project contracts. The maximum grant amount is €2,000 per person per travel. The grant rate is 100%.

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

The details of use of the bilateral fund, the detailed procedures and criteria for awarding support from the fund, and any other relevant details will be further developed by the Programme Operator.

#### **5.2 Complementary action:**

The Programme Operator shall set aside €78,235 for complementary action. Complementary action under this Programme shall be further defined by the Programme Operator in accordance with Article 7.11 of the Regulation.

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

Not applicable.

#### **5.4 Small Grant Schemes:**

Two small grant schemes shall be established under the Programme. The total amount available for re-granting under the small grant schemes is €1,500,000.

- 1) Small grant scheme I – "Environmental Educational programmes in primary and secondary education in the field of Water Resources"

The small grant scheme will support participation of pupils and educators from primary and secondary schools in programmes in the field of water resources implemented in their schools, which will be completed with a course – module in an Environmental Education Centre.

The small grant scheme will be operated by the Ministry of Education.

- 2) Small grant scheme II – "Grants to graduates of higher education in the field of marine and inland water resources management in Donor States' institutions or universities"

The small grant scheme will encourage the mobility of graduates and fellows/scholars of higher education institutions by providing financial support for postgraduate studies/research in the field of marine and inland water resources management.

Graduates and fellows/scholars will be able to apply for postgraduate studies or postdoctoral research in a university or an institution of a Donor State for a period up to 18 months. The provision of a grant to a graduate or a scholar shall be conditional upon the acceptance of the graduate or scholar in a university of a Donor State. The Operator of the small grant scheme shall ensure that this condition is fulfilled prior to awarding any grants to graduates and scholars.

The small grant scheme will be operated by the State Scholarships Foundation (IKY).

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

Eligible items include:

- a) monthly stipend;
- b) travel costs;
- c) tuition fees.

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

Pre-defined project: Implementation of an integrated marine monitoring programme in compliance with the requirement of the EU Marine Strategy Framework Directive 2008/56/EC (article 11).

Project Promoter: The Hellenic Centre for Marine Research

**Maximum grant amount: €2,500,000**

Grant rate: 100%

Estimated total project cost: €2,500,000

The monitoring programme is a continuation of, and will be partly built around the existing database from previous monitoring programmes, including the Poseidon monitoring system.

The project will deliver results for the on-going assessment of the environmental status of marine areas under Greek jurisdiction, the Ionian Sea, Central Mediterranean Sea, and the Aegean-Levantine Sea. The project will include monitoring and observations from buoys, fixed platforms and through satellite data. The project will provide a data managing infrastructure, based on approved standards, analysis and modelling systems. This includes measurements, data collection, data compilation and management, information dissemination. All these measures are based on Annex III and V of the EU Marine Strategy Framework Directive.

## **7. Modification of the programme**

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

## **8. Programme proposal version**

Any reference to the programme proposal in this programme agreement shall be interpreted as version signed by the Programme Operator on 31 July 2012, and shall include all subsequent correspondence and communication between the FMC, the Financial Mechanism Office, the National Focal Point and the Programme Operator.

## **9. Miscellaneous**

Not applicable.