



ΕΦΗΜΕΡΙΔΑ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ ΤΗΣ ΕΛΛΗΝΙΚΗΣ ΔΗΜΟΚΡΑΤΙΑΣ

21 Απριλίου 2023

ΤΕΥΧΟΣ ΔΕΥΤΕΡΟ

Αρ. Φύλλου 2639

ΑΠΟΦΑΣΕΙΣ

Αριθμ. 34416

Τροποποίηση της υπ' αρ. 33393/27-03-2020 (Β' 1497) υπουργικής απόφασης «Συγχρηματοδότηση του Προγράμματος με τίτλο: "Ανάπτυξη των δυνατοτήτων διαχείρισης των Εθνικών Συστημάτων Ασύλου και Μετανάστευσης" (Programme G - Capacity Building of National Asylum and Migration Management Systems), με Διαχειριστή Προγράμματος (Programme Operator) την Υπηρεσία Διαχείρισης Ευρωπαϊκών και Αναπτυξιακών Προγραμμάτων (Υ.Δ.Ε.Α.Π.) του Υπουργείου Προστασίας του Πολίτη, με πόρους του Χρηματοδοτικού Μηχανισμού Ευρωπαϊκού Οικονομικού Χώρου (ΧΜ ΕΟΧ) περιόδου 2014-2021 και Εθνικούς πόρους του Προγράμματος Δημοσίων Επενδύσεων - ΠΔΕ».

**Ο ΥΦΥΠΟΥΡΓΟΣ
ΑΝΑΠΤΥΞΗΣ ΚΑΙ ΕΠΕΝΔΥΣΕΩΝ**

Έχοντας υπόψη:

1. Το άρθρο 90 του Κώδικα Νομοθεσίας για την Κυβέρνηση και τα κυβερνητικά όργανα, (π.δ. 63/2005, Α' 98), σε συνδυασμό με την παρ. 22 του άρθρου 119 του ν. 46221/2019 (Α' 133).

2. Το π.δ. 81/2019 (Α' 119) περί της σύστασης, συγχώνευσης, μετονομασίας και κατάργησης Υπουργείων και καθορισμός των αρμοδιοτήτων τους - μεταφορά υπηρεσιών και αρμοδιοτήτων μεταξύ Υπουργείων.

3. Το π.δ. 83/2019 (Α' 121), περί διορισμού Αντιπροέδρου της Κυβέρνησης, Υπουργών, αναπληρωτών Υπουργών και Υφυπουργών.

4. Το π.δ. 5/2022 «Οργανισμός Υπουργείου Ανάπτυξης και Επενδύσεων» (Α' 15).

5. Την υπ' αρ. 51875 κοινή απόφαση Πρωθυπουργού και Υπουργού Ανάπτυξης και Επενδύσεων «Ανάθεση αρμοδιοτήτων στον Υφυπουργό Ανάπτυξης και Επενδύσεων, Ιωάννη Τσακίρη» (Β' 1867/2021).

6. Το άρθρο 3 του ν. 3938/2011 «Σύσταση Γραφείου Αντιμετώπισης Περιστατικών Αυθαιρεσίας στο Υπουργείο Προστασίας του Πολίτη και άλλες διατάξεις» (Α' 61).

7. Τον ν. 4314/2014 «Α) Για τη διαχείριση, τον έλεγχο και την εφαρμογή αναπτυξιακών παρεμβάσεων για την

προγραμματική περίοδο 2014 - 2020 και άλλες διατάξεις» (Α' 265).

8. Το ν. 4914/2022 (Α' 61) «Διαχείριση, έλεγχος και εφαρμογή αναπτυξιακών παρεμβάσεων για την Προγραμματική Περίοδο 2021-2027, σύσταση Ανώνυμης Εταιρείας «Εθνικό Μητρώο Νεοφυών Επιχειρήσεων Α.Ε.» και άλλες διατάξεις».

9. Το ν. 4375/2016 «Οργάνωση και λειτουργία Υπηρεσίας Ασύλου, Αρχής Προσφυγών, Υπηρεσίας Υποδοχής και Ταυτοποίησης σύσταση Γενικής Γραμματείας Υποδοχής, προσαρμογή της Ελληνικής Νομοθεσίας προς τις διατάξεις της Οδηγίας 2013/32/ΕΕ του Ευρωπαϊκού Κοινοβουλίου και του Συμβουλίου «σχετικά με τις κοινές διαδικασίες για τη χορήγηση και ανάκληση του καθεστώτος διεθνούς προστασίας (αναδιатύπωση)» (L 180/29.6.2013), διατάξεις για την εργασία δικαιούχων διεθνούς προστασίας και άλλες διατάξεις» (Α' 51).

10. Τον ν. 4608/2019 «Ελληνική Αναπτυξιακή Τράπεζα και προσέλκυση Στρατηγικών Επενδύσεων και άλλες διατάξεις» (Α' 66), όπως ισχύει και ιδίως το άρθρο 34.

11. Τον ν. 4605/2019 «Εναρμόνιση της ελληνικής νομοθεσίας με την Οδηγία (ΕΕ) 2016/943 του Ευρωπαϊκού Κοινοβουλίου και του Συμβουλίου της 8ης Ιουνίου 2016 σχετικά με την προστασία της τεχνογνωσίας και των επιχειρηματικών πληροφοριών που δεν έχουν αποκαλυφθεί (εμπορικό απόρρητο) από την παράνομη απόκτηση, χρήση και αποκάλυψή τους (EEL 157 της 15.6.2016) Μέτρα για την επιτάχυνση του έργου του Υπουργείου Οικονομίας και Ανάπτυξης και άλλες διατάξεις» (Α' 52), όπως ισχύει και ιδίως το άρθρο 27.

12. Τον ν. 4270/2014 «Αρχές Δημοσιονομικής Διαχείρισης και εποπτείας [ενσωμάτωσης της Οδηγίας 2011/85/ΕΕ] - δημόσιο λογιστικό και άλλες διατάξεις» (Α' 143) και ειδικότερα τα άρθρα 121-123 όπως ισχύουν.

13. Την κοινή υπουργική απόφαση υπό στοιχεία 8000/20/45/119-δ «Διάρθρωση της Υπηρεσίας Διαχείρισης Ευρωπαϊκών και Αναπτυξιακών Προγραμμάτων (Υ.Δ.Ε.Α.Π.) Υπουργείου Εσωτερικών και Διοικητικής Ανασυγκρότησης του άρθρου 9 παρ. 11 εδαφ. γ' του ν. 4332/2015» (Β' 1880)

14. Την υπ' αρ. 134453 (Β' 2857/2015) κοινή υπουργική απόφαση για τις Ρυθμίσεις για τις πληρωμές των δαπανών του Προγράμματος Δημοσίων Επενδύσεων (ΠΔΕ) και σχετικές Οδηγίες της Ειδικής Υπηρεσίας Θεσμικής Υποστήριξης.

15. Την υπ' αρ. 83714 κοινή υπουργική απόφαση (Β' 4787/2022) για τον Επανακαθορισμό της λειτουργίας του κεντρικού λογαριασμού 23/200850 για την χρηματοδότηση πράξεων/δράσεων από Ευρωπαϊκά Ταμεία και Μηχανισμούς Χρηματοδότησης.

16. Την υπό στοιχεία 137675/ΕΥΘΥ 1016 (Β' 5968/2018) Υ.Α. με τίτλο «Αντικατάσταση της υπ' αρ. 110427/ΕΥΘΥ/1020/20.10.2016 υπουργική απόφαση με τίτλο «Τροποποίηση και αντικατάσταση της υπ' αρ. 81986/ΕΥΘΥ 712/31.7.2015 Υ.Α. "Εθνικοί κανόνες επιλεξιμότητας δαπανών για τα προγράμματα του ΕΣΠΑ 2014 - 2020 - Έλεγχος νομιμότητας δημοσίων συμβάσεων συγχρηματοδοτούμενων πράξεων ΕΣΠΑ 2014-2020 από Αρχές Διαχείρισης και Ενδιάμεσους Φορείς - Διαδικασία ενστάσεων επί των αποτελεσμάτων αξιολόγησης πράξεων"».

17. Την υπό στοιχεία 23451/ΕΥΣΣΑ 493 υπουργική απόφαση «Διαδικασίες κατάρτισης, έγκρισης και υλοποίησης προγραμμάτων Τεχνικής Βοήθειας, διαδικασίες δημιουργίας και διατήρησης καταλόγων προμηθευτών για την ανάθεση και υλοποίηση ενεργειών τεχνικής βοήθειας» (Β' 677/2017), όπως τροποποιήθηκε και ισχύει.

18. Την υπ' αρ 10014/02.02.2023 και ΑΔΑ:6ΣΥΠ46ΜΤΛΡ-ΥΔΧ ΕΓΚΥΚΛΙΟ Οδηγιών για την Έγκριση και Χρηματοδότηση του Προγράμματος Δημοσίων Επενδύσεων (ΠΔΕ) 2023 και τον Προγραμματισμό Δαπανών ΠΔΕ 2024-2026

19. Την υπ' αρ. 125583/30-12-2022 (Β' 6975) υπουργική απόφαση για τη «Αναδιάρθρωση της Ειδικής Υπηρεσίας Προγραμματισμού, Συντονισμού και Παρακολούθησης της υλοποίησης των Χρηματοδοτικών Μηχανισμών του Ευρωπαϊκού Οικονομικού Χώρου (ΕΥ - ΧΜ ΕΟΧ), του άρθρου 53Α του ν. 4314/2014 και τροποποίηση της υπ' αρ. 589/2017 (ΥΑ 58969 ΕΥΧΜΕΟΧ738 Β' 2012) «Διάρθρωση της Ειδικής Υπηρεσίας Προγραμματισμού, Συντονισμού και Παρακολούθησης της υλοποίησης των Χρηματοδοτικών Μηχανισμών του Ευρωπαϊκού Οικονομικού Χώρου (ΕΥ - ΧΜ ΕΟΧ)», του άρθρου 53Α του ν. 4314/2014.

20. Το διεθνές Πρωτόκολλο 38ς της Συμφωνίας Ευρωπαϊκού Οικονομικού Χώρου, το οποίο συστήνει τον Χρηματοδοτικό Μηχανισμό ΕΟΧ 2014-2021, μέσω του οποίου οι Δότεριες χώρες συνεισφέρουν στη μείωση των οικονομικών και κοινωνικών ανισοτήτων εντός του Ευρωπαϊκού Οικονομικού Χώρου.

21. Τον από 23-9-2016 «Κανονισμό για την εφαρμογή του Χρηματοδοτικού Μηχανισμού ΕΟΧ των ετών 2014-2021 (Regulation on the implementation of the European Economic Area - EEA Financial Mechanism 2014-2021)», όπως υιοθετήθηκε από την Επιτροπή Χρηματοδοτικού Μηχανισμού βάσει του άρθρου 10.5 του Πρωτοκόλλου 38ς της Συμφωνίας ΕΟΧ.

22. Τις λοιπές κατευθυντήριες οδηγίες (Guidelines) περιόδου 2014-2021 που έχουν θεσπισθεί και υιοθετηθεί από την Επιτροπή Χ.Μ. ΕΟΧ (FMC), όπως ισχύουν.

23. Το από 31-10-2017 Μνημόνιο Κατανόησης (Memorandum of Understanding) για την υλοποίηση του Χρηματοδοτικού Μηχανισμού Ευρωπαϊκού Οικονομικού Χώρου περιόδου 2014-2021 που υπεγράφη μεταξύ της Δημοκρατίας της Ισλανδίας, του Πριγκιπάτου του Λιχτενστάιν, του Βασιλείου της Νορβηγίας αφενός

και της αφετέρου Ελληνικής Δημοκρατίας, εκπροσωπούμενης από το Υπουργείο Ανάπτυξης και Επενδύσεων, όπως ισχύει.

24. Την υπ' αρ. 46317/12-5-2022 (Β' 2447) «ΚΥΑ Συστήματος Διαχείρισης και Ελέγχου για την υλοποίηση του Χρηματοδοτικού Μηχανισμού του Ευρωπαϊκού Οικονομικού Χώρου (Χ.Μ. - ΕΟΧ) περιόδου 2014-2021 - Κατανομή των Πόρων και αντικατάσταση της υπ' αρ. 13249/4-2-2020 (Β' 526) κοινής υπουργικής απόφασης.

25. Την από 26-11-2019 Προγραμματική Συμφωνία για τη χρηματοδότηση του Προγράμματος «Ανάπτυξη των δυνατοτήτων διαχείρισης των Εθνικών Συστημάτων Ασύλου και Μετανάστευσης» ("Capacity Building of National Asylum and Migration Management Systems) που υπεγράφη μεταξύ των Δοτριών χωρών αφενός και της Ελληνικής Δημοκρατίας αφετέρου, όπως εκπροσωπείται αρμοδίως από το Υπουργείο Ανάπτυξης και Επενδύσεων, με τα παραρτήματα της, όπως ισχύει

26. Την υπ' αρ. 33393/27-03-2020 (Β' 1497) υπουργική απόφαση «Συγχρηματοδότηση του Προγράμματος με τίτλο: «Ανάπτυξη των δυνατοτήτων διαχείρισης των Εθνικών Συστημάτων Ασύλου και Μετανάστευσης» (Programme G - Capacity Building of National Asylum and Migration Management Systems), με Διαχειριστή Προγράμματος (Programme Operator) την Υπηρεσία Διαχείρισης Ευρωπαϊκών και Αναπτυξιακών Προγραμμάτων (Υ.Δ.Ε.Α.Π.) του Υπουργείου Προστασίας του Πολίτη, με πόρους του Χρηματοδοτικού Μηχανισμού Ευρωπαϊκού Οικονομικού Χώρου (ΧΜ ΕΟΧ) περιόδου 2014-2021 και Εθνικούς πόρους του Προγράμματος Δημοσίων Επενδύσεων - ΠΔΕ», όπως ισχύει

27. Την υπ' αρ. 30773/22-3-2022 (Β' 1503) Χρηματοδότηση του Ταμείου Διμερών Σχέσεων ΧΜ ΕΟΧ 2014-2021, με Διαχειριστή την Ειδική Υπηρεσία Προγραμματισμού, Συντονισμού και Παρακολούθησης της Υλοποίησης των Χρηματοδοτικών Μηχανισμών Ευρωπαϊκού Οικονομικού Χώρου (ΕΟΧ) - Εθνικό Σημείο Επαφής, με πόρους κατά 100% του Χρηματοδοτικού Μηχανισμού Ευρωπαϊκού Οικονομικού Χώρου (ΧΜ ΕΟΧ) περιόδου 2014-2021 και αντικατάσταση της υπ' αρ. 45504/8.5.2020 του Υφυπουργού Ανάπτυξης και Επενδύσεων (Β' 1896).

28. Την από 28-03-2023 τροποποίηση μέσω πληροφοριακού συστήματος Grace της από 26-11-2019 Προγραμματικής Συμφωνίας για τη χρηματοδότηση του Προγράμματος «Ανάπτυξη των δυνατοτήτων διαχείρισης των Εθνικών Συστημάτων Ασύλου και Μετανάστευσης» ("Capacity Building of National Asylum and Migration Management Systems") που υπεγράφη μεταξύ των Δοτριών χωρών αφενός και της Ελληνικής Δημοκρατίας αφετέρου, όπως εκπροσωπείται αρμοδίως από το Υπουργείο Ανάπτυξης και Επενδύσεων, με τα παραρτήματα της όπως ισχύει και η οποία αποτελεί αναπόσπαστο μέρος της παρούσας (Παράρτημα Ι).

29. Το γεγονός ότι από την απόφαση αυτή δεν προκαλείται περαιτέρω δαπάνη σε βάρος του κρατικού προϋπολογισμού από εκείνη, ύψους 60.481.778 ευρώ, που αναφέρεται στην υπ' αρ. 46317/12-5-2022 (Β' 2447) «Κ.Υ.Α Συστήματος Διαχείρισης και Ελέγχου για την υλοποίηση του Χρηματοδοτικού Μηχανισμού του Ευρωπαϊκού Οικονομικού Χώρου (Χ.Μ. - ΕΟΧ) περιόδου 2014-2021 - Κατανομή των Πόρων και αντικατάσταση της υπ' αρ. 13249/4-2-2020 (Β' 526) κοινής υπουργικής απόφασης.

ϊκού Οικονομικού Χώρου (Χ.Μ. - ΕΟΧ) περιόδου 2014-2021 - Κατανομή των Πόρων», αποφασίζουμε:

Την τροποποίηση της υπ' αρ. 33393/27-03-2020 (Β' 1497) υπουργικής απόφασης «Συγχρηματοδότηση του Προγράμματος με τίτλο: «Ανάπτυξη των δυνατοτήτων διαχείρισης των Εθνικών Συστημάτων Ασύλου και Μετανάστευσης» (Programme G - Capacity Building of National Asylum and Migration Management Systems) (εφεξής Πρόγραμμα), με Διαχειριστή Προγράμματος (Programme Operator) την Υπηρεσία Διαχείρισης Ευρωπαϊκών και Αναπτυξιακών Προγραμμάτων του Υπουργείου Προστασίας του Πολίτη, όπως ισχύει. Η τροποποίηση γίνεται δυνάμει της από 28-03-2023 έγκρισης τροποποίησης της Προγραμματικής Συμφωνίας μέσω πληροφοριακού συστήματος GRACE, ως εξής:

1. Το σημείο 4 αντικαθίσταται από τις ακόλουθες παραγράφους:

«Ο προϋπολογισμός του Προγράμματος συνολικού ύψους € 19.411.765 κατανέμεται σύμφωνα με το παράρτημα Ι της Προγραμματικής Συμφωνίας στις ακόλουθες κατηγορίες επιλέξιμων δαπανών:

- Κόστη διαχείρισης του προγράμματος, ύψους €850.500 που αντιστοιχεί στο 4,38% του συνολικού επιλέξιμου προϋπολογισμού συγχρηματοδότησης του προγράμματος,

- Πληρωμές που αφορούν την υλοποίηση πράξεων στο πλαίσιο του άξονα 1 (Outcome 1) του Προγράμματος με στόχο την «Ενίσχυση της ικανότητας διαχείρισης του Ασύλου» (Enhanced Capacity in Asylum Management), ύψους € 4.128.385, που αντιστοιχεί στο 21,27% του συνολικού επιλέξιμου προϋπολογισμού συγχρηματοδότησης του προγράμματος,

- Πληρωμές που αφορούν την υλοποίηση πράξεων στο πλαίσιο του άξονα 2 (Outcome 2) του Προγράμματος με στόχο τον «Βελτιωμένο στρατηγικό σχεδιασμό με πρόβλεψη αντιμετώπισης φαινομένων έκτακτης ανάγκης» (Improved Strategic and Contingency Planning), ύψους €3.209.508, που αντιστοιχεί στο 16,53% του συνολικού επιλέξιμου προϋπολογισμού συγχρηματοδότησης του προγράμματος,

- Πληρωμές που αφορούν την υλοποίηση πράξεων στο πλαίσιο του άξονα 3 (Outcome 3) του Προγράμματος με στόχο την παροχή «Αναβαθμισμένων υπηρεσιών για τις ευπαθείς ομάδες μεταναστών με έμφαση στα ασυνόδευ-

τα ανήλικα» (Improved Services for vulnerable groups, especially unaccompanied minors), ύψους €7.042.376, που αντιστοιχεί στο 36,28% του συνολικού επιλέξιμου προϋπολογισμού συγχρηματοδότησης του προγράμματος,

- Πληρωμές που αφορούν την υλοποίηση πράξεων στο πλαίσιο του άξονα 4 (Outcome 4) του Προγράμματος με στόχο το «Αποτελεσματικότερο σύστημα υποδοχής» (Enhanced Reception Capacity), ύψους €4.180.996, που αντιστοιχεί στο 21,54% του συνολικού επιλέξιμου προϋπολογισμού συγχρηματοδότησης του προγράμματος.».

2. Το σημείο 13 αντικαθίσταται ως εξής:

«Η παρούσα απόφαση τροποποιείται στο εξής: α) σε περίπτωση τροποποίησης του συνολικού προϋπολογισμού του Προγράμματος, β) σε κάθε άλλη περίπτωση κατά την οποία η τροποποίηση του θεσμικού πλαισίου οδηγεί σε τροποποίηση των όρων και διαδικασιών συγχρηματοδότησης του προγράμματος. Δεν απαιτείται τροποποίηση σε περίπτωση αλλαγών στο παράρτημα Ι όταν αυτές δεν επηρεάζουν τον συνολικό προϋπολογισμό».

3. Αντικαθίσταται το παράρτημα Ι με την από 28-03-2023 τροποποίηση της Προγραμματικής Συμφωνίας για την χρηματοδότηση του προγράμματος με τίτλο: «Ανάπτυξη των δυνατοτήτων διαχείρισης των Εθνικών Συστημάτων Ασύλου και Μετανάστευσης» (Programme G - Capacity Building of National Asylum and Migration Management Systems), μεταξύ των Δοτριών χωρών αφενός και της Ελληνικής Δημοκρατίας αφετέρου, το οποίο επισυνάπτεται στην παρούσα ως Παράρτημα Ι.

4. Για τις ανάγκες της ενιαίας, αδιάλειπτης και απρόσκοπτης προόδου υλοποίησης του συνόλου του προγράμματος, οι σχετικές με την παρούσα τροποποίηση ενέργειες διαχείρισης του Διαχειριστή Προγράμματος και των Φορέων Υλοποίησης έχουν ισχύ από την ημερομηνία έγκρισης της τροποποίησης Προγραμματικής Συμφωνίας (Παράρτημα Ι), εφόσον συνάδουν με τις προβλέψεις της παρούσας απόφασης.

5. Η ισχύς της παρούσας απόφασης αρχίζει από τη δημοσίευσή της στην Εφημερίδα της Κυβερνήσεως και παραμένει σε ισχύ για περίοδο πέντε ετών μετά την ημερομηνία έγκρισης της «Τελικής Έκθεσης Προγράμματος» από την Επιτροπή ΧΜ ΕΟΧ. Εάν, για οποιονδήποτε λόγο η Προγραμματική Συμφωνία τερματισθεί, τότε αυτοδικαίως παύει να ισχύει και η παρούσα απόφαση.

ΠΑΡΑΡΤΗΜΑ Ι

Τροποποίηση Προγραμματικής Συμφωνίας προγράμματος με τίτλο: «Ανάπτυξη των δυνατοτήτων διαχείρισης των Εθνικών Συστημάτων Ασύλου και Μετανάστευσης» (Programme G - Capacity Building of National Asylum and Migration Management Systems), Χ.Μ. ΕΟΧ 2014-2021, με παραρτήματα Ι & ΙΙ, με ημερομηνία 28/3/2023.

EEA Financial Mechanism 2014-2021

PROGRAMME AGREEMENT

between

The Financial Mechanism Committee
established by Iceland, Liechtenstein and Norway

and

The Special Service EEA, General Secretariat for Public Investments & the NSRF Ministry of
Development & Investments,

hereinafter referred to as the “National Focal Point”,

representing Greece,

hereinafter referred to as the “Beneficiary State”

together hereinafter referred to as the “Parties”

for the financing of the Programme “Asylum and Migration (Capacity building of national asylum
and migration management systems)”

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 2014-2021 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 2014-2021:

(a) Protocol 38c to the EEA Agreement on the EEA Financial Mechanism 2014-2021;

(b) the Regulation on the implementation of the EEA Financial Mechanism 2014-2021 (hereinafter referred to as the "Regulation") issued by the Donor States in accordance with Article 10(5) of Protocol 38c;

(c) the Memorandum of Understanding on the Implementation of the EEA Financial Mechanism 2014-2021 (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 1.6 thereof, and the legal framework referred to in Article 1.2 of this programme agreement.

Article 1.4

Annexes and hierarchy of documents

1. Annexes attached hereto 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 annexes shall prevail, provided that these provisions are compatible with the Regulation.

3. Commitments, statements and guarantees, explicit as well as implicit, made in the preparation of the programme 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 principles of implementation as set out in the Regulation.

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 2014-2021 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 Irregularities Authority 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. This programme agreement 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 this programme agreement.
- 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 annexed to this programme agreement shall:

(a) contain a breakdown between the Programme's budget headings;

(b) indicate the agreed advance payment, if any.

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

Article 2.5

Special conditions and programme specific rules

- 1. This programme agreement shall list any conditions set by the FMC with reference to paragraph 2 of Article 6.3 of the Regulation. The National Focal Point shall ensure compliance with these conditions and 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 this programme agreement.

Article 2.6

Programme implementation agreement

With reference to Article 6.8 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.

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 9 and Articles 6.11 and 6.12 of the Regulation as well as statistical reporting in accordance with guidelines adopted by the FMC.

Article 2.8

External monitoring

The external monitoring and audit referred to in Articles 11.1, 11.2, 11.3 and 11.4 of the Regulation shall not in any way relieve the National Focal Point or the Programme Operator of their obligations under the legal framework 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. Programme specific exceptions from paragraph 1, if any, are set in the annexes to this programme agreement.
3. Expenditures incurred in breach of this article are not eligible.
4. 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.
5. Requests for modifications shall be submitted and assessed in accordance with Article 6.9 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. 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.

Article 2.11 Contact information

1. The contact information of the Programme Operator is as specified in this programme agreement.

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 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 connection with the implementation or conclusion of this programme agreement are authentic, accurate and complete.

Chapter 3 Projects

Article 3.1 Selection of projects and award of grants

1. The National Focal Point shall ensure that the Programme Operator selects projects in accordance with Chapter 7 of the Regulation and this programme agreement.
2. Eligibility of project promoters and project partners is stipulated in Article 7.2 of the Regulation and, in accordance with paragraph 4 thereof, subject only to the limitations stipulated in this programme agreement.
3. Pre-defined projects shall be outlined in this programme agreement.
4. The National Focal Point shall take proactive steps to ensure that the Programme Operator complies fully with Article 7.5 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 7.6 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 1.6 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 7.7 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 8.15 of the Regulation.
5. The National Focal Point shall ensure that the Programme Operator verifies that the partnership agreement complies with this article. A draft partnership agreement or letter of intent shall be submitted to the Programme Operator before the signing of the project contract.

Chapter 4 Finance

Article 4.1

Eligible expenditures

1. Subject to Article 8.7 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.
2. Eligible expenditures of projects are those actually incurred by the Project Promoter or project partners, meet the criteria set in Article 8.2 of the Regulation and fall within the categories and fulfil the conditions of direct eligible expenditure set in Article 8.3 of the Regulation, the conditions regarding the use of standard scales of unit costs set in Article 8.4 of the Regulation as well as indirect

costs in accordance with Article 8.5 of the Regulation.

4. The first date of eligibility of expenditures in projects shall be set in the project contract in accordance with Article 8.13 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 6.5 of the Regulation.

5. The maximum eligible costs of the categories referred to in paragraph 1 are set in this programme agreement. Programme specific rules on the eligibility of expenditure set in this programme agreement 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 8.12 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 9.2, 9.3 and 9.4 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 this programme agreement.
4. The National Focal Point shall ensure that payments are transferred in accordance with paragraph 2 of Article 9.1 of the Regulation.
5. Chapter 9 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 2014-2021 to the Programme in accordance with Article 9.8 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 13 thereof. The National Focal Point has a duty to take all necessary measures to ensure that the provisions in Chapter 12 and 13 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 13.6 of the Regulation or a decision to suspend payments according to paragraph 1(h) of Article 13.1 of the Regulation has not been lifted within 6 months of such a decision;

(b) a suspension of payments according to Article 13.1 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 13.2 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 13 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.

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.

Article 5.4
Entry into force and duration

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

For the Donors

For the National Focal Point

Signed in Athens on 26/11/2019

Signed in Athens on 26/11/2019

.....
Jens Frølich Holte
State Secretary, Norwegian Ministry of Foreign
Affairs

.....
Ioannis Tsakiris
Deputy Minister, Ministry of Development and
Investments

Annex I to the Programme Agreement

Programme Operators and Partners	
Programme Operator:	Ministry of Citizen Protection (European and Development Programmes Management Agency, EDPMA)
Donor Programme Partner:	Norwegian Directorate of Immigration (UDI)
IPO:	-
Other Programme Partner(s):	-

Programme Objective	Functioning national asylum and migration management systems ensured and the right to seek asylum safeguarded									
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PA	Outcome/Output	Expected programme results	Indicator	Disaggregation	Unit of measurement	Source of verification	Frequency of reporting	Baseline values	Baseline year	Target value
PA18	Outcome 1	Enhanced capacity in asylum management.	Average time taken to resolve appeals (in days)	N/A	Average	Court decision records, Statistical data from the Project Promoter	Annually (APR)	139	2019	131
			Number of backlog cases in the Appeals Authority ¹	N/A	Cumulative number	Court decision records, Statistical data from the Project Promoter	Annually (APR)	3,500	2019	300
	Output 1.1	Development and implementation of more efficient interpretation service	Teleconference system for interpretation services used by the Asylum Service operational	N/A	Binary	Reports and statistical data from the project promoter	Annually (APR)	No	N/A	Yes
	Output 1.2	Enhanced processing in the Asylum	Number of applications of vulnerable migrants	N/A	Annual number	Statistical data sent by the PP regarding the	Annually (APR)	0	N/A	3,900

¹ 8,423 pending appeal cases should be examined in 2018 in addition to the fact that 4,181 new appeals have already been submitted during the first three months of 2018. The imperative need to assist AA is also highlighted by the fact that the total numbers of 12,604 pending cases do not include the 3,500 backlog cases that have been submitted from September 2015 to April 2016.

PA18		established and operational	Legal framework for the National Registry of Interpreters in place	N/A	Binary	Publication of new law in the Government Gazette.	Annually (APR)	No	N/A	Yes
			Number of cases handled by interpreters of the new interpretation system	N/A	Cumulative number	Project Promoter's Records	Annually (APR)	0	N/A	200
			Number of languages supported by registered interpreters.	N/A	Cumulative number	Project Promoter's Records	Annually (APR)	0	N/A	8
	Outcome 2	Improved strategic and contingency planning.	Updated National strategies on asylum and migration approved	N/A	Binary	National Strategy documents developed and approved	Annually (APR)	No	N/A	Yes
			Number of institutions using the data produced by the observatory	N/A	Cumulative number	Project Promoter's Records, Feedback from the institutions using the deliverables	Annually (APR)	0	N/A	4
			Base line study on gaps and needs carried out	N/A	Binary	Study results	Annually (APR)	No	N/A	Yes
	Output 2.1	Observatory established and operational	Action plans for unaccompanied minors, vulnerable groups and gender based violence developed	N/A	Binary	Copies of action plans	Annually (APR)	No	N/A	Yes
			Contingency plan for high influx of migrants in place	N/A	Binary	Copy of contingency plan(s)	Annually (APR)	No	N/A	Yes
	Output 2.2	Cooperation on service provision between public institutions and relevant civil society	N/A	Cumulative number	Contracts signed among entities as a result of a call/calls for proposals.	Annually (APR)	0	N/A	2	

PA18	Outcome 3	organizations supported	Level of Compliance with EU standards for the reception facilities for UAMs ²	N/A	Scale 1-5	Project promoter's reports	2020, 2024	2	2019	4
			Number of unaccompanied asylum-seeking minors receiving improved social support services	N/A	Cumulative number	Project Promoter's records	Annually (APR)	0	N/A	1,000
			Hellenic Police using new system for early identification of UAMs and vulnerable groups	N/A	Binary	On-the-spot monitoring of the interview process, Project Promoter's Records regarding the number of UAMs and vulnerable groups identified by Hellenic Police Officers	Annually (APR)	No	N/A	Yes
			Number of UAMs accompanied on transfers	N/A	Cumulative number	Project promoter's records	Semi-annually (APR and September IFR)	0	N/A	2,070
			Number of referred UAMs received in accommodation centres	N/A	Cumulative number	Project promoter's records	Semi-annually (APR and September IFR)	0	N/A	1,290
			The coordination of the National Emergency	N/A	Binary	Project promoter's records	Annually (APR)	No	N/A	Yes

² The 1-5 level scale for measurement of this indicator can be interpreted as follows: 1=Very low 2=Low 3=Average 4=Satisfactory 5=Very Satisfactory. The level of compliance with EU standards for the reception facilities will be evaluated through the planned on site visits that will be made by GO and FRA. The findings will be depicted on relevant reports enabling us to measure/monitor the progress of this indicator.

[illegible]

			temporary accommodation structures all over Greece			Monitoring reports							
			Information material on fundamental rights for children on the move and unaccompanied minors published	N/A	Binary	Information material samples delivered to PO.	Annually (APR)	No	N/A	Yes			
			Number of communication tools (e.g. e-forum, website, mobile application, workshops) created	N/A	Cumulative number	Project Promoter's records, Existence and operation of the relevant communication tools (check the respective website, e-forum etc)	Annually (APR)	0	N/A	6			
	Output 3.4	New interpretation services for the national child protection hotline provided	Number of interpreters available to the hotline	N/A	Cumulative number	Project Promoter's records, Contracts signed among EKKA and interpreters	Annually (APR)	0	N/A	3			
	Output 3.5	Awareness raising on the Ombudsman mandates for asylum and migration related issues	Number of local authority personnel/ local population being informed	N/A	Cumulative number	Project Promoter's records, Number of information material created and distributed	Annually (APR)	0	N/A	1,000			
			Number of Awareness raising campaigns carried out	N/A	Cumulative number	Project Promoters' records, Audio/video/print material produced as part of the campaign	Semi-annually (APR and September IFR)	0	N/A	2			

PA18	Outcome 4	Enhanced reception capacity.	Number of total recipients of medical and psychological services provided within the new accommodation structure	Gender	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	550 ³
	Output 4.1	Upgraded safety facilities at the Reception and Identification Service open sites	Level of satisfaction of residents within the new accommodation structure ⁴	N/A	Scale 1-5	Project Promoter's Records, Survey results	Annually (APR)	N/A	N/A	4
			Number of open sites with upgraded fire safety systems	N/A	Cumulative number	Project Promoter's Records, Fire safety certificates	Annually (APR)	0	N/A	2
	Output 4.2	Capacity building for RIS supported	E-training platform developed	N/A	Binary	Verification on the actual operation of the platform, Project Promoter's Records	Annually (APR)	No	N/A	Yes
			Number of RIS staff trained	Gender	Cumulative number	Project Promoters' records, Attendance sheets	Semi-annually (APR and September IFR)	0	N/A	489
	Output 4.3	Psychological support services provided to RIS staff	Number of staff benefitted from psychological support	Gender	Cumulative number	Project Promoters' records	Semi-annually (APR and September IFR)	0	N/A	350
			Number of psychologists recruited	Gender	Cumulative number	Contracts signed, Attendance lists	Annually (APR)	0	N/A	7

³ Estimated number based on the 85% coverage of capacity in the new accommodation structure for the implementation time of this subproject.

⁴ The 1-5 level scale for measurement of this indicator can be interpreted as follows: 1=Very low 2=Low 3=Average 4=Satisfactory 5=Very Satisfactory.

		Number of annual residents in the premises	Gender	Annual number	Project Promoter's Records	Semi-annually (APR and September IFR)	0	N/A	170
	Output 4.4	Average days of accommodation per person	N/A	Average	Project Promoter's Records, Residents attendance book	Semi-annually (APR and September IFR)	0	N/A	180
		Percentage of capacity of the facility in use	N/A	Percentage	Project Promoter's Records	Semi-annually (APR and September IFR)	0 %	N/A	85 %
		Level of trust between cooperating entities in Beneficiary States and Donor States	N/A	Scale 1-7	Survey results	Annually (APR)	6.33 ⁵	N/A	4.5 ⁶
		Level of satisfaction with the partnership	N/A	Scale 1-7	Survey results	Annually (APR)	5.2 ⁷	N/A	4.5 ⁸
		Share of cooperating organisations that apply the knowledge acquired from bilateral partnership	N/A	Percentage	Survey results	Annually (APR)	N/A	N/A	50 % ⁹
		Number of training courses co-organised by donor state and beneficiary state entities	N/A	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	7
		Creation of new accommodation structure for vulnerable groups of asylum seekers							
		Enhanced collaboration between beneficiaries and donor states entities involved in the programme.							
		Cooperation between donor state and Greece facilitated							
PA18	Bilateral Outcome								
	Bilateral Output 1								

⁵ Survey to be carried out by the FMO.

⁶ ≥ 4.5 (and higher than the baseline value)

⁷ Survey to be carried out by the FMO.

⁸ ≥ 4.5 (and higher than the baseline value)

⁹ Target is $\geq 50\%$

			Number of staff from donor states in exchanges	Donor State, Gender, Type of exchange	Cumulative number	Project Promoter's records	Semi-annually (APR and September IFR)	0	N/A	1
			Number of projects involving cooperation with a donor project partner	N/A	Cumulative number	Copies of contracts concluded with Project Promoters, Partnership agreements between Project Promoters and project partners	Semi-annually (APR and September IFR)	0	N/A	4

Conditions

General

1. For the pre-defined project no. 6 (numbering under Section 5.1 of Annex II to the Programme Agreement), the National Focal Point shall ensure that the Programme Operator ensures that the appraisal foreseen in Article 6.5.3 of the Regulation is externalised and carried out by a legal entity independent of and unrelated to the Programme Operator.
2. For the pre-defined project no. 6 (number under Section 5.1 of Annex II to the Programme Agreement), the Programme Operator's responsibilities regarding the verification of payment claims described in Article 5.6.1. e) of the Regulation and the verification of the project's outputs described in Article 5.6.1 g) of the Regulation, shall be externalised and be carried out by a legal entity independent of and unrelated to the Programme Operator. The Programme Operator shall notify the FMC of the entity appointed to perform these tasks.
3. PDP 7 shall not be appraised before the Programme Operator informs the FMO that suitable premises for the reception centre have been provided.
4. The maximum level of funding available from the total eligible expenditure of the programme for infrastructure (hard measures) shall be 60%.
5. The Programme Operator shall explore synergies with the asylum programme operated by the FMO (Asylum and Migration- Addressing urgent needs for the reception and screening of asylum seekers and for accommodation for vulnerable groups).
6. The Programme Operator shall ensure maximum synergies and avoid overlapping between PDPs under the programme, including for interpretation registry components in several PDPs.
7. The National Focal Point shall ensure that the Programme Operator ensures that Project Promoters:
 - Keep any buildings purchased, constructed, renovated or reconstructed under the project in their ownership for a period of at least 5 years following the completion of the project and continue to use such buildings for the benefit of the overall objectives of the project for the same period;
 - Keep any buildings purchased, constructed, renovated or reconstructed under the project properly insured against losses such as fire, theft and other normally insurable incidents both during project implementation and for at least 5 years following the completion of the project; and
 - Set aside appropriate resources for the maintenance of any buildings purchased, constructed, renovated or reconstructed under the project for at least 5 years following the completion of the project. The specific means for implementation of this obligation shall be specified in the project contract.

Pre-eligibility

Not applicable

Pre-payment

Not applicable

Pre-completion

Not applicable

Post-completion

Not applicable

Eligibility of costs - period	First date	Final date
Eligibility of costs	01/11/2017	31/12/2024
Grant rate and co-financing		
Programme eligible expenditure (€)	€ 19,411,765	
Programme grant rate (%)	85.00 %	
Maximum amount of Programme grant - EEA Financial Mechanism (€)	€ 16,500,000	
Maximum amount of Programme grant - Norwegian Financial Mechanism (€)	-	
Maximum amount of Programme grant - Total (€)	€ 16,500,000	

[illegible]

Asylum and Migration (Capacity building of national asylum and migration management systems)

Operational rules (Annex II)

1. Programme summary

This Annex sets out the operational rules for the programme. The programme agreement is based on the MoU, the concept note and comments made by the FMC. Commitments, statements and guarantees, explicit as well as implicit, made in the concept note, are binding for the National Focal Point and the Programme Operator unless otherwise explicitly stipulated in the annexes to this programme agreement.

The Programme Operator is the European and Development Programmes Management Agency (hereafter EDPMA) of the Ministry of Citizen Protection. The Norwegian Directorate of Immigration (UDI) shall act as Donor Programme Partner.

The programme objective 'Functioning national asylum and migration management systems ensured and the right to seek asylum safeguarded', will be attained through 4 outcomes:

1. Enhanced capacity in asylum management (PDPs 1, 2 and 3);
2. Improved strategic and contingency planning (PDP 3 and Small Grant Scheme);
3. Improved services for vulnerable groups, especially unaccompanied minors (PDP 4, 5, 6 and 8);
4. Enhanced reception capacity (PDP 7).

2. Eligibility

2.1 Eligible applicants:

The rules on eligibility of project promoters and project partners are set in Article 7.2 of the Regulation. In accordance with Article 7.2.4, the following entities shall be eligible:

	Eligible applicants (Project Promoters)	Eligible partners
SGS#1	NGOs as defined in Art. 1.6.n of the Regulation established as legal persons in Greece.	NGOs as defined in Art. 1.6.n of the Regulation established as legal persons in Greece.
Outcome 2	Public institutions established as legal persons in Greece.	Public institutions established as legal persons in Greece.
“Improved strategy and contingency planning”	Public institutions established as legal persons in Greece.	Donor States Partners in accordance with Art. 7.2.2. of the Regulation.

2.2 Special rules on eligibility of costs:

Costs are eligible in accordance with Chapter 8 of the Regulation.

For the pre-defined project "Enhancing the capacity of the Special Secretariat for the Protection of Unaccompanied Minors (SSPUAM) to improve the quality of services provided to unaccompanied minors, including within the Accommodation Centres", the first date of eligibility of expenditures regarding the continuation of the Accompaniment Support Mechanism shall be 20 September 2022.

3. Bilateral relations

3.1 Bilateral relations

The Programme shall contribute to strengthening bilateral relations between Greece and the Donor States.

The Programme shall as appropriate facilitate donor partnership projects by carrying out, inter alia, match-making events and activities in conjunction with launching calls for proposals, as well as by encouraging donor partnership projects in call texts.

The further use of the funds for bilateral relations allocated to the programme shall be agreed in the Cooperation Committee.

4. Selection of projects and financial parameters

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

Call / SGS number	Total available amount	Maximum grant applied for	Minimum grant applied for	Indicative timing
SGS#1	€508.183,00	€200.000,00	€50.000,00	2 nd half 2021
Outcome 2				
“Improved strategic and contingency planning”				

4.2 Selection procedures:

The Programme Operator will be responsible for the evaluation and the award of the grant in accordance with the Article 7.4 of the Regulation. The Programme Operator shall assess applications received for compliance with the administrative and eligibility criteria, specified in the call. Applicants whose applications are rejected at this stage shall be notified and given a reasonable deadline from the date of notification to appeal that decision; the deadline for appeals shall be specified by the Programme Operator in the call.

All applications that pass the administrative and eligibility criteria shall be scored and ranked according to the selection/evaluation criteria specified in the call, by two impartial experts appointed by the Programme Operator. At least one of the experts shall be independent of the Programme Operator. For the purpose of ranking the projects, the average of the scores given by the experts shall be used. The result of the experts' evaluation shall be a ranking list that forms the basis of the Selection Committee discussion.

The Selection Committee shall be composed of three voting members: a Programme Operator officer, as well as an officer working for the General Secretariat of Migration Policy, Reception and Asylum or the Ministry of Citizen Protection, that acts as the policy maker in the field of asylum and migration and one member, external to the Ministry of Citizen Protection.

Representatives of the FMC, the NFP and UDI shall be invited to participate in the Selection Committee meetings as Observers.

The Selection Committee shall recommend to the Programme Operator the projects to be funded, including a reserve list, and may modify the ranking of the projects given by the experts in duly justified cases. The justification for the modifications shall be detailed in the minutes of the Selection Committee meetings.

The Programme Operator shall verify that the selection process has been conducted in accordance with the Regulation and that the recommendations from the Selection Committee comply with the rules and objectives of the programme. The list of selected projects shall be forwarded to the FMC two weeks after its finalisation. For each selected project, the relevant project grant decision shall be made public by the Programme Operator.

4.3 *Project grant rate:*

Grants to projects from the programme may be up to 100% of total eligible expenditure of the project. In the case of projects where the project promoter is an NGO or a social partner, as defined in Article 1.6 of the Regulation, the project grant rate may be up to 90% of total eligible expenditure of the project. 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 projects. Any remaining costs of the project shall be provided or obtained by the project promoter.

5. **Additional mechanisms within the Programme**

5.1 *Pre-defined projects*

There will be seven pre-defined projects implemented under this programme:

1) "Assistance to Appeals Authority"

Project Promoter:	Appeals Authority
Donor project partner(s):	Donor project partner: The Norwegian Immigration Appeals Board- UNE
Total maximum eligible costs:	€ 935,625
Project grant rate:	100.00 %
Maximum project grant amount:	€ 935,625
Estimated duration:	52 months

The project will improve the effectiveness and quality of the appeals against the negative decisions issued by the Asylum Service on claims for international protection. The improvements of the appeals procedures will be achieved through capacity-building measures, increased staffing, organizational changes and improved infrastructure, technical systems and equipment.

The Norwegian Immigration Appeals Board (UNE) will support the project by providing experiences and expertise.

The project will include the following main activities:

- Staffing and operation of appeals committees to examine back-log of asylum cases;
- Establishing, staffing and technical equipment for operating a Country of Origin (CoI) unit;
- Creation and maintenance of a website for the Appeals Authority;
- Capacity-building of staff through e.g. establishing training complimentary to training provided by other organisations and study visits;
- Introduction of case management systems, as Qlik Sense;
- Establishing and equipping the library for the Appeals Authority.

2) "Assistance to Asylum Service"

Project Promoter:	Greek Asylum Service
Donor project partner(s):	Norwegian Directorate of Immigration (UDI)
Total maximum eligible costs:	€ 3,813,464
Project grant rate:	100.00 %
Maximum project grant amount:	€ 3,813,464
Estimated duration:	50 months

The project will increase the capacity of the Greek authorities in dealing with extremely vulnerable persons through enhancement of the organizational capacity of the Greek asylum service and through introduction of new IT-tools to improve result-based management. Furthermore, the project will contribute to improved quality in case management, by enhancing the interpretation services towards asylum seekers.

The Norwegian Directorate of Immigration (UDI) will support the project by providing experiences and expertise.

The project will include the following main activities:

- Establishing and operating regional offices of Asylum Service providing services to asylum seekers and case handling;
- Operation of the IT-system QlickSense in Asylum Service;
- Establishing and operating a teleconference system.

3) "Enhancing and building-up national capacity of migration and asylum strategic planning"

Project Promoter:	Ministry of Migration and Asylum/ Special Secretariat for the Coordination of Stakeholders
Donor project partner(s):	The Norwegian Ministry of Justice and Public Security Directorate of Integration and Diversity (IMDI)
Other project partner(s):	Ionian University
Total maximum eligible costs:	€ 1,950,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 1,950,000
Estimated duration:	52 months

The project will contribute to ensuring an effective coordination among competent authorities and to develop strategies, action and contingency plans. The project will improve the effective monitoring of the various aspects of migration, the establishment of a knowledge sharing mechanism and the capacity building among the first line and supportive personnel. Through the project, qualitative and quantitative data on the area of migration and asylum will be produced, risks will be identified, contingency plans for high-influx situations developed and evaluations and statistics will be produced.

The Norwegian Ministry of Justice and Public Security, as well as the Directorate of Integration and Diversity (IMDI) and the Ionian University, will support the project by providing experience and expertise.

The project will include the following main activities:

- Establishing and operating a Migration and Asylum Observatory, including a feasibility/maturity study and legal framework ahead of the establishment;
- Developing action plans and contingency plans;
- Establishing and operating a national registry of interpreters, including a maturity/feasibility study.

4) "Enhancing the capacity of National Center for Social Solidarity (EKKA) to manage unaccompanied minors through the effective operation of the National Child Protection Hotline "1107""

Project Promoter:	National Center for Social Solidarity (EKKA)
Total maximum eligible costs:	€ 744,254
Project grant rate:	100.00 %
Maximum project grant amount:	€ 744,254
Estimated duration:	36 months

The project will upgrade and improve the quality of services provided to unaccompanied minors and vulnerable groups through the effective operation of the National Child Protection Hotline. "1107". As a result, E.K.K.A. will be capable of intervening effectively in respect of urgent issues related to the mental, physical and emotional condition of unaccompanied minors. Moreover, unaccompanied minors will be able to express their real concerns regarding the quality of the services they receive as well as issues connected to their cooperation with professionals, institutions and guardians.

The project will include the following main activity:

- Providing interpretation services for unaccompanied minors at EKKA's National Child Protection Hotline "1107", including the establishment of both an electronic platform and a call registration management system.

5) "Providing fundamental rights expertise to stakeholders operating in Greek migration and asylum system"

Project Promoter:	Greek Ombudsman
Other project partner(s):	Fundamental Rights Agency
Total maximum eligible costs:	€ 1,247,200
Project grant rate:	100.00 %
Maximum project grant amount:	€ 1,247,200
Estimated duration:	52 months

The project will contribute to the protection of the fundamental rights of migrants and people seeking international protection. Particular emphasis will be placed on the protection of the rights of children. Furthermore, the project will raise awareness of fundamental rights among all the relevant stakeholders, and will provide targeted fundamental rights advice, technical assistance and capacity building.

The Fundamental Rights Agency (FRA) will support the project by providing experiences and expertise.

The project will include the following main activities:

- On-site visits and observations at hotspots and other relevant accommodation sites;
- Reports from on-sites visits with recommendations/fundamental rights advise;
- Bi-monthly reports on fundamental rights;
- Advise on fundamental rights to Reception and Identification Service and other stakeholders;
- Facilitate trainings, study trips, webinars and other technical assistance to RIS and other stakeholders;
- Conduct awareness raising campaigns;
- Conduct trainings and international conferences;
- Support to the Network for Safety and Fundamental Rights for Children.

6) "Improving Hellenic Police capacity to identify and manage unaccompanied minors and vulnerable groups"

Project Promoter:	The Hellenic Police
Other project partner(s):	Center for Security Studies (KEMEA) /Ministry of Citizen Protection
Total maximum eligible costs:	€ 600,000
Project grant rate:	100.00 %
Maximum project grant amount:	€ 600,000
Estimated duration:	48 months

The project will improve the identification of vulnerable groups (e.g. unaccompanied minors and youngsters separated from their families) early in the asylum procedures, assess their needs and prepare for the later stages of the asylum procedure.

The project will include the following main activities:

- Developing training curriculums;
- Developing indicators handbook;
- Developing e-learning platform;
- Training of first line Hellenic Police officers working within the Reception and Identification Centers in vulnerability identification, through the use of training simulators.

7) "Enhancing first reception conditions and services provided to third country nationals"

Project Promoter:	Reception and Identification Service (RIS)
Total maximum eligible costs:	€ 4,988,800
Project grant rate:	100.00 %
Maximum project grant amount:	€ 4,988,800
Estimated duration:	52 months

The project will enhance the capacity of the Greek authorities to receive asylum applicants and to secure improved first line services. The project will strengthen the capacity of accommodation services for vulnerable applicants with special needs. Furthermore, the project will improve the security in reception facilities, strengthen the knowledge through capacity-building measures and secure the welfare of the staff in the reception facilities.

The project will include the following main activities:

- Operating an open accommodation facility with the provision of specialized services targeted towards vulnerable applicants e.g. women with special needs such as female single-parented families, single women who have recently delivered their babies and women who are victims of sexual and gender-based violence;
- Upgrade of the fire security system and safety facilities in first reception sites;
- Capacity building of staff through training and development of an e-learning platform;
- Provide psychosocial support to staff.

8) "Enhancing the capacity of the Special Secretariat for the Protection of Unaccompanied Minors (SSPUAM) to improve the quality of services provided to unaccompanied minors, including within the Accommodation Centres"

Project Promoter:	Ministry of Migration and Asylum /Special Secretariat for the Protection of the Unaccompanied Minors (SSPUAM)
Donor project partner(s):	Norwegian Directorate of Immigration (UDI)
Total maximum eligible costs:	€ 3,548,739
Project grant rate:	100.00 %
Maximum project grant amount:	€ 3,548,739
Estimated duration:	36 months

The project will improve the social care towards asylum seekers, the effective management of unaccompanied minors living in precarious conditions and the establishment of standard operating procedures of social care for unaccompanied minors and vulnerable groups. The project will enhance SSPUAM's capacity to follow up their extended responsibility following new legislation in 2020 regarding the protection of unaccompanied minors and may be implemented in cooperation with Civil Society Organisations (e.g. NGOs) providing services to SSPUAM.

The Norwegian Directorate of Immigration (UDI) will support the project by providing experiences and expertise. Furthermore, United Nations High Commissioner for Refugees (UNHCR) will also support the project.

The project will include the following main activities:

- Development of an evaluation and monitoring system of open centres for the protection of unaccompanied minors and other vulnerable groups, that will include, inter alia, an interactive electronic platform of evaluation, standard operating procedures, manuals and guides for the evaluation process, manuals and guides for the accommodation structures, questionnaires and proposals for the standardization of the shelters' quality criteria and capacity building activities to both professionals of the accommodation centres and the personnel of SSPUAM.
- Continuation of the operation of the National Emergency Response Mechanism (NERM) for the protection of unaccompanied minors in distress which consists of a hotline available in several languages, information points and mobile units. The coordination of the NERM will be transferred from UNHCR to SSPUAM.
- Continuation of the Accompaniment Support Mechanism for unaccompanied minors living in precarious conditions, as well as for their interaction with public administration services.

5.2 *Financial Instruments*

Not applicable

6. **Programme Management**

6.1 *Payment flows*

With reference to projects implemented by public sector bodies, no actual payments from the Programme Operator to the Project Promoter will be made. All projects shall be pre-financed from the State budget (based on the financing needs of the project) following a receipt of the request from the Project Promoter. After the approval of the request by the Programme Operator, the Directorate for Public Investments of the Ministry of Development & Investments will submit an order to the Bank of Greece for the financing of the project. As far as the actual payments to the project contractors are concerned, each invoice, duly submitted for payment by the Project Promoter, will be paid within maximum 30 days from its submission.

With reference to projects awarded to NGOs in the framework of the Small Grant Scheme, the Programme Operator shall ensure that payments to projects are made in a timely manner. Payments of the project grant to the Project Promoters shall take the form of advance payments, interim payments and payments of the final balance. The advance payments and interim payments shall be based on a pre-financing model as follows:

	Advance Payment	Interim Payment	Final Balance Payment (reimbursement)
SGS Outcome 2	Up to 30%	Up to 40%	Remaining eligible amount

- Advance payments shall be paid within maximum 40 working days after signature of the grant contract.
- Interim and final payments shall be paid within maximum 40 working days after the approval of the project interim/final report.
- The approval of project interim/final reports shall take place within maximum 40 working days from the submission of all the required information.

With reference to the financial reporting, all the Project Promoters shall be required to submit, for the Programme Operator review and approval, interim and final financial reports. The reporting requirements, including periods and submission deadlines, shall be further detailed in the description of the Programme Operator's management and control systems.

6.2 *Verification of payment claims*

Verifications to be carried out by the Programme Operator shall cover administrative, financial, technical and physical aspects of the project, as appropriate and be in accordance with the principle of proportionality.

Verifications shall include the following procedures:

- administrative verifications in respect of incurred expenditures reported by Project Promoter to be carried out before approval of each interim and final project report;
- on-the-spot verifications of projects, which may be carried out on a sample basis.

The requirements for proof of expenditures shall be set out in the project contract.

The procedures for administrative and on-the-spot verifications shall be further detailed in the description of the Programme Operator's management and control systems.

6.3 *Monitoring and reporting*

The Programme Operator shall monitor, record and report on progress towards the programme's outcomes in accordance with provisions contained in the legal framework. The Programme Operator shall ensure that suitable and sufficient monitoring and reporting arrangements are made with the project promoters in order to enable the Programme Operator and the National Focal Point to meet its obligation to the FMC.

When reporting on progress achieved in Annual and Final programme Reports, the Programme Operator shall disaggregate results achieved as appropriate and in accordance with instructions and templates received from the FMO.

6.4 *Programme administrative structures*

Not applicable.

7. Communication

The Programme Operator shall comply with Article 3.3 of the Regulation, the Information and Communication Requirements in Annex 3 of the Regulation and the Communication plan for the programme.

8. Miscellaneous

Not applicable.

Η απόφαση αυτή να δημοσιευθεί στην Εφημερίδα της Κυβερνήσεως.

Αθήνα, 11 Απριλίου 2023

Ο Υφυπουργός

ΙΩΑΝΝΗΣ ΤΣΑΚΙΡΗΣ